

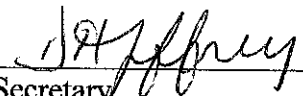
**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING GOING INTO EXECUTIVE SESSION TO  
DISCUSS CERTAIN MATTERS**

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

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

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

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

  
Secretary


Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated May 21, 2019.

| <b>RECORD OF COMMISSIONERS VOTE</b> |                   |                   |                       |                      |
|-------------------------------------|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                  | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                     | ✓                 |                   |                       |                      |
| Douglas Carlucci                    | ✓                 |                   |                       |                      |
| Evelyn Farmer                       |                   |                   |                       | ✓                    |
| Erma D. Greene                      | ✓                 |                   |                       |                      |
| Darwin R. Ona                       | ✓                 |                   |                       |                      |
| Denise Ridley                       |                   |                   |                       | ✓                    |
| Daniel Rivera                       | ✓                 |                   |                       |                      |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF THE REGULAR MEETING  
DATED APRIL 16, 2019**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Special Meeting dated April 16, 2019 for their review and approval.

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

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated May 21, 2019.

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                     | ✓          |            |                |               |
| Douglas Carlucci                    | ✓          |            |                |               |
| Evelyn Farmer                       |            |            |                | ✓             |
| Erma D. Greene                      | ✓          |            |                |               |
| Darwin R. Ona                       | ✓          |            |                |               |
| Denise Ridley                       |            |            |                | ✓             |
| Daniel Rivera                       | ✓          |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE MINUTES OF EXECUTIVE SESSION OF  
THE REGULAR MEETING APRIL 16, 2019**

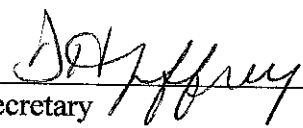
**WHEREAS**, the Board of Commissioners approved going into closed session at their meeting of April 16, 2019 ; and

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

2) contract negotiations

3) and personnel

**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 April 16, 2019 be approved as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated May 21, 2019

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                     | ✓          |            |                |               |
| Douglas Carlucci                    | ✓          |            |                |               |
| Evelyn Farmer                       |            |            |                | ✓             |
| Erma D. Greene                      | ✓          |            |                |               |
| Darwin R. Ona                       | ✓          |            |                |               |
| Denise Ridley                       |            |            |                | ✓             |
| Daniel Rivera                       | ✓          |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING PROFESSIONAL SERVICES AGREEMENT NO. 19-05-MPN9 WITH NW FINANCIAL GROUP, LLC FOR REDEVELOPMENT FINANCIAL CONSULTANT SERVICES**

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**"), a public body corporate and politic of the state of New Jersey, is authorized pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**") to enter into contracts as deemed necessary for the efficient operation of the Agency; and

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Agency requires the services of an experienced financial consultant in connection with redevelopment projects throughout the City of Jersey City; and

**WHEREAS**, NW Financial Group, LLC ("**NW Financial**") submitted a proposal to the Agency to provide financial consultant services including but not limited to cost and benefit analyses of complex financial matters, preparation of financial reports, and provision of financial solutions to promote the success of redevelopment projects (the "**Financial Services**"); and

**WHEREAS**, the Agency wishes to enter into Professional Service Agreement 19-05-MPN9 with NW Financial (the "**Agreement**") for a term not to exceed one (1) year and a contract amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00); and

**WHEREAS**, the Agency hereby certifies that it has funds available for such costs; and

**WHEREAS**, the Financial Services are of a professional nature within the purview of *N.J.S.A. 40A:11-5(1)(a)(i)* of the LPCL such that the Agreement does not require competitive bidding; and

**WHEREAS**, notice of the award of the Agreement 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 as follows:

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

**Section 2.** The Board of Commissioners hereby authorizes the Agreement with NW Financial for performance of the Financial Services in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00) and for a term to expire on May 20, 2020 in accordance with the terms and conditions set forth in the Agency's form professional services agreement.

**Section 3.** The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to execute the Agreement authorized herein and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

**Section 4.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |            |            |                |               |
|--|------------|------------|----------------|---------------|
| <u>NAME</u>                                | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                            | ✓          |            |                |               |
| Douglas Carlucci                           | ✓          |            |                |               |
| Evelyn Farmer                              |            |            |                | ✓             |
| Erma D. Greene                             | ✓          |            |                |               |
| Darwin R. Ona                              | ✓          |            |                |               |
| Denise Ridley                              |            |            |                | ✓             |
| Daniel Rivera                              | ✓          |            |                |               |

[REDACTED]

PROPOSAL TO PROVIDE  
REDEVELOPMENT FINANCIAL CONSULTANT SERVICES  
TO THE

---

**JERSEY CITY**  
**REDEVELOPMENT AGENCY**

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MAY 2, 2019

SUBMITTED BY:



**NW FINANCIAL GROUP, LLC**  
*Exceeding Expectations*

2 HUDSON PLACE, 3RD FL • HOBOKEN, NJ 07030 • 201.656.0115(T) • 201.656.4905(F)

[REDACTED]

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### APPENDICES

#### APPENDIX A. CORPORATE CERTIFICATIONS



## I. COMPANY PROFILE

NW Financial Group is a limited liability corporation ("LLC") and is incorporated in the State of New Jersey. We are registered with the Securities Exchange Commission and the Municipal Securities Rulemaking Board as an Independent Financial Advisory Firm. Our firm has been serving governmental clients in the northeast for 23 years. In the last decade, NW Financial has risen to be one of the leading financial advisory and consulting organizations in the region, with four offices located throughout New Jersey, Pennsylvania, and Texas.

*We have acted as financial advisor on over \$23 bond and note issues, raising nearly \$30 billion in capital for our governmental clients over the last decade.* Our firm is dedicated to providing exceptional service to our clients from our most senior professionals. The Principals of the firm have over 100 combined years of experience in the field of public finance. The experience of our professional team allows us to provide creative and innovative financial solutions to our state and local government clients.

Since our inception, NW Financial has ranked among the top advisors in the Northeast Region. In 2017 and 2016, NW Financial ranked #1 in New Jersey for all local/county transactions. Over the last five years, NW professionals have been the leading consultants on redevelopment projects in New Jersey municipalities. Whether it is a small suburban town or a big city, NW has negotiated financial agreements on behalf of its clients on all types of redevelopment projects. We believe that every developer comes to the table with its own high-level financial consultants and that each town should be armed with at least an equal level of expertise. Our team has worked on billions of dollars' worth of redevelopment projects in New Jersey and have an unparalleled experience.

NW Financial is active in many different fields and types of transactions, including redevelopment, housing (including affordable and subsidized housing financings), workouts, TIFs (Tax Increment Financings), RABs (Redevelopment Area Bonds), privatizations and regionalizations, pooled loans, refundings (forward, advance, current), lease revenue financings, lease purchase financings, and public debt restructurings. In addition, we provide a wide range of non-transactional consulting and advisory services, including asset disposition analysis, management consulting, public/private partnerships, strategic advice on negotiations and settlements, litigation support, procurement advice, and a wide variety of other financings that are always customized to meet client needs.

Throughout our history, we have created and marketed sophisticated, innovative financings, often under the most difficult market conditions for our diverse client base. Our past and current public-sector clients include:

- County and Municipal Governments
- Transportation Agencies
- Redevelopment Agencies
- School Districts
- State Agencies
- Housing Authorities
- Improvement Authorities
- Parking Authorities
- Utility Authorities
- Energy Authorities





## **2. REDEVELOPMENT QUALIFICATIONS**

For twenty-three years, our firm has provided services to New Jersey redevelopment agencies, Counties, County Authorities and Municipalities on a range of redevelopment projects and financings. Through this experience, we have developed an unparalleled knowledge of Redevelopment Projects which gives us a distinct advantage over the competition when structuring bond issuances and entering the market. Our professionals will be able to provide the most premier services to the Borough so that the Borough can achieve financial success and reach its goals within the community.

Our experience ranges from large cities such as Newark and Jersey City to smaller boroughs such as Westville and Lakehurst. NW Financial has provided consulting services for municipalities on a range of redevelopment projects and financings including housing, commercial, retail, parking, transportation, mixed use developments and recreational facilities. Structures have included PILOT's, RAD's, and RAB's. Some recent redevelopment projects in which our staff has been involved include the City of Jersey City's Journal Squared Project, Newark's Teacher's Village, and the Modern In Fort Lee.

No firm is better equipped to provide analysis and advice regarding financial viability and impact of redevelopment projects in the State of New Jersey. Mike Hanley, a Partner at the firm, is a Board Member of the Casino Redevelopment Authority (CRDA) and is the go-to financial consultant on most New Jersey redevelopment projects. NW Financial's founder Dennis J. Enright, prior to becoming an investment banker Mr. Enright was the licensed Director of Planning for the City of Jersey City and was responsible for master planning the Hudson River waterfront revitalization. Dan Mariniello, also a Partner at the firm, is one of the leading affordable housing experts in the State of New Jersey.

Redevelopment economics in New Jersey is unique and requires a blended skill set that includes real estate finance, public finance, understanding of subsidy layering, familiarity with numerous New Jersey laws and regulations and an understanding of the volatility of values across even a few blocks. NW Financial has significant real estate and project finance experience.

NW Financial professionals have developed a deep understanding of the actual and pro-forma values of the marketplace as it relates to rents, expenses, lender requirements, funding sources and required return on investment as well as the various financial incentives that are available to municipalities and developer to spur development.

### **THE FOLLOWING DEMONSTRATES OUR FIRM'S UNIQUE REDEVELOPMENT EXPERIENCE:**

NW Financial has worked with many municipalities to help create billions of dollars of investment in the State of New Jersey. Some of the municipalities that NW has represented include:

|                     |                      |                      |                    |
|---------------------|----------------------|----------------------|--------------------|
| <b>Roselle Park</b> | <b>Union</b>         | <b>Rahway</b>        | <b>Bayonne</b>     |
| <b>Bloomfield</b>   | <b>Edison</b>        | <b>Newark</b>        | <b>Hackensack</b>  |
| <b>Fort Lee</b>     | <b>Prospect Park</b> | <b>Weehawken</b>     | <b>Bridgewater</b> |
| <b>Roselle</b>      | <b>Belleville</b>    | <b>Dunellen</b>      | <b>Long Branch</b> |
| <b>Parsippany</b>   | <b>Roseland</b>      | <b>Florham Park</b>  | <b>Asbury Park</b> |
| <b>Lawnside</b>     | <b>Jersey City</b>   | <b>Totowa</b>        | <b>East Orange</b> |
| <b>Holmdel</b>      | <b>Linden</b>        | <b>West New York</b> | <b>East Newark</b> |



#### TOWNSHIP OF UNION

The Township of Union hired NW Financial Group to assist in negotiations of the redevelopment of the former Merck Site, a property the paid over \$3.5 million in taxes. After Merck closed its doors, the taxes paid were approximately \$330,000. NW professionals negotiated a Financial Agreement with the redeveloper that included a projected PILOT of approximately \$3.25 million of which almost \$2.5 million will go towards the Township's budget.

The development will consist of 1,264 Market rate units, 40,800 sf of retail space, and 42,132 sf of amenity space. The total cost of the project is estimated at over \$315,000,000.

It was determined that the PILOT was necessary for the investment to be attractive enough to complete the project. Private investors were not willing to move forward on proposed projects without this assistance. In addition to the units mentioned above, Union Township was required to produce affordable units as a result of a settlement with COAH. Through negotiations with the developer, the project is going to include 96 affordable rental units. Construction is near completion on the first phase of the project.

#### CITY OF LINDEN

NW Financial professionals have provided redevelopment consulting services to the City over the past 10 years. These projects include various warehouse and distribution centers, market and affordable rental units and commercial projects. The financial agreements on these projects include both short term and long-term PILOTs.

- 1001 E. Edgar Rd. – 100,005 sf Warehouse/Distribution Center
- Grasselli Rd. – over 4,000,000 sf Warehouse/Distribution Centers
- 1700 South Stiles St. – 27 Market-rate rental units
- Ammon Labs – Commercial site
- DC Hospitality – Hotel and Self-storage
- Duke Blue Apron – Warehouse/Distribution Center
- Meridia – 350 Market-rate rental units
- United Lacquer – 402 Market-rate units

#### TOWNSHIP OF BLOOMFIELD

- Royal Theater – 210 Market-rate units, 312 Parking Space Garage, 15 For-sale Townhomes
- Ferrand St. Redevelopment – 176 Market-rate units, 212 space parking garage
- MCP – 124 Market-rate units, 21,000 sf retail & 102 parking spaces
- Avalon – 224 Market-rate units, 280 space parking garage

The Township of Bloomfield continues to engage NW Financial to assist in negotiations with major developers as they request PILOTs in order to be able to develop residential/retail mixed use buildings in the downtown area of the Township. Bloomfield's downtown redevelopment has been and continues to be a huge success. Many of these projects are located within walking distance of the NJ Transit station bringing commuters into New York City in just minutes. The success of the projects has brought the investment needed to bring Bloomfield's retail and residential downtown back to its former glory.

#### BOROUGH OF FORT LEE

In 2009, the Borough issued a Request for Qualifications and Proposals ("RFQ") with the assistance of NW Financial for the purpose of seeking responses from qualified developers to propose a detailed use of the Borough's Redevelopment of "Area 5". This area is one of the most highly sought-after redevelopment sites in the State of New Jersey. The property sits at the entrance to the George Washington Bridge and has been riddled with lawsuits for decades and had remained undeveloped for years. The proposals



consisted of 16 acres composed of 1,600,000 sq. ft. of mixed-use projects including office, retail, residential and hotel facilities.

During the course of this assignment, NW reviewed the proposal from four major developers to determine their ability to finance and complete their proposed project. In reviewing the proposed scope of the project by the individual developers, NW performed extensive research and analysis on the financial feasibility and potential economic value of each proposal to the Borough of Fort Lee. The value of the redevelopment was estimated at over \$ 687 million to be completed over nine years. The analysis included determining the financial strength of the developer/partners, the ability of the developer to secure financing and requisite equity to properly fund the project through its completion, the accuracy of operating revenues and cash flow projections in their proformas, and the economic impact to the Borough. NW completed reviews of the initial submissions by each developer along with any supplemental proposals that were received, interviews with each of the developers and their consultants and correspondence with each, and internal discussions with the Mayor and Council and the Borough's professionals. As a result of those discussions, interviews and documentation review and the internal data analysis within our firm, NW was able to recommend a master developer for Redevelopment Area 5. The site has since been developed and thriving as has become one of the largest redevelopment sites of both residential and commercial in the State of New Jersey

#### **CITY OF JERSEY CITY**

NW Financial has assisted the City of Jersey and the Jersey City Redevelopment Authority in analyzing thousands of units of housing throughout the City with many structures including PILOTs under the Long-Term Tax Exemption Law, Section 108 loans and PILOTs that included the issuance of Redevelopment Area Bonds. There are two particularly catalytic projects in which NW played a role:

##### **Journal Squared**

With the assistance of the NW Financial professionals, the City negotiated a long-term tax exemption and issuance of Redevelopment Area Bonds with the developer of the Journal Squared redevelopment project.

The three-phase development, when fully complete, will include over 1,800 units and over 30,000 square feet of retail and restaurant space and will represent the first major redevelopment project in the City's Journal Square neighborhood in decades. The estimated total project cost for all three phases is approximately \$695 million. Based upon the financial agreement between the City and the developer, the City will issue approximately \$30 million in non-recourse Redevelopment Area Bonds secured by the PILOT revenues from the project. The first phase of the development, which included the issuance of \$10 million in Redevelopment Area Bonds, was completed in March 2017. The 54-story high rise includes 540 units and 4,000 square feet of ground floor retail space.

##### **25 Columbus**

In 2016, NW Financial Group negotiated a long-term tax exemption and Redevelopment Area Bond issuance with respect to the development of 25 Columbus in the City's Paulus Hook Neighborhood. This project will include a 52-story residential tower with 750 residential units, 5% of which will be reserved for affordable housing at 80% of Area Median Income. In addition, the unique structure negotiated by the City and NW will also include the development of a 35,000-square foot elementary school to be built at the developer's expense and provided to the Jersey City Board of Education at no cost. The development will also include approximately 18,400 square feet in ground floor retail and a 419-space structured parking facility. The City expects to issue approximately \$1 million in non-recourse Redevelopment Area Bonds and the project is expected to be completed by January 2020. The total cost of the project is expected to be approximately \$364 million.



#### CITY OF NEWARK

NW Financial has served as Financial Advisor to the City of Newark since 2007. During that time, NW Financial professionals have advised the City with respect to dozens of redevelopment projects, which have included landmark market rate residential developments, tax-credit/HMFA affordable housing projects and major commercial office/industrial redevelopment projects.

In 2016, NW Financial served as the City's financial advisor with respect to the issuance by the New Jersey Economic Development Authority of \$1.5 million in Redevelopment Area Bonds in connection with Two Center Street (also known as One Theater Square) project adjacent to the New Jersey Performing Arts Center (NJPAC). The \$103 million, 397,000 square foot high rise will include 245 residential units and will constitute the first high-rise market rate residential development in the City of Newark in decades. NW Financial worked with City, EDA and the developer to structure the debt service schedule for the bonds, which were purchased through a direct-purchase by Prudential Impact Investments. The financing structure for the project also included additional City financial assistance in the form of a grant from Motor Vehicle Rental Tax Revenue Bonds, which were issued in 2015. NW Financial advised the City throughout the process of issuing the bonds, which are secured by the City's tax on motor vehicles rented in the City, primarily out of Newark Liberty International Airport.

NW Financial professionals negotiated a unique private placement of the bonds with Webster Bank, which structure did not include a debt service reserve fund requirement (as would have been required by other potential buyers/lenders). The final structure saved the City millions of dollars as compared to the other financing options available to the City and provided grant funds for three other projects in addition to Two Center Street.

#### CITY OF LONG BRANCH

The City of Long Branch engaged NW Financial to assist in negotiations for a long-term tax-exemption related to a two-phase project that includes 300 condominium units, 50,000 sf of retail, hotel, 280 space structured parking, carousel, surface parking, and boardwalk improvements. The project includes a long-term tax-exemption, \$26 million of Redevelopment Area Bonds over two phases and numerous other obligations shared between the City and the designated redeveloper. NW worked with the City and its professionals to negotiate the Redeveloper Agreement, Financial Agreement, Project Finance Agreement, Special Assessment Agreement as well as other documents.

#### TOWNSHIP OF WEEHAWKEN

The Township of Weehawken has utilized NW Financial Group to assist in negotiations for the development of thousands of units of for sale and rental housing along the waterfront in the Township. One unique transaction among the billions of dollars of development is the negotiations that led to an innovative public private partnership between the Township and Roseland Properties. The partnership allowed for the construction of 850 parking spaces that unlock the development of sites that are currently utilized for surface parking. The parking deck is designed to serve as the base of a 370-room luxury hotel. The hotel is about to complete. The New Jersey Economic Development Authority approved a \$9 million Economic Redevelopment and Growth Grant and praised the project as a model for public private cooperation in economic development.



**REFERENCES:**

Our clients can speak to the quality of work and professionalism of our professionals. Listed below are references for current and recent redevelopment and consulting clients.

**Township of Weehawken**  
Mayor Richard Turner  
Municipal Building, 400 Park Avenue  
Weehawken, NJ 07087  
(201) 319-6000  
[rolandahboul@tow-nj.net](mailto:rolandahboul@tow-nj.net)

**Town of West Orange**  
Mayor Robert Parisi  
66 Main St, Room 106  
West Orange, NJ 07052  
(973) 325-4100  
[rparisi@westorange.org](mailto:rparisi@westorange.org)

**Borough of Fort Lee**  
Mayor Mark Sokolich  
309 Main St  
Fort Lee, NJ 07024  
(201) 592-3500 x1003  
[mayor@fortlee.nj.org](mailto:mayor@fortlee.nj.org)

**City of Hackensack**  
Albert Dib, Director of Redevelopment  
65 Central Ave  
Hackensack, NJ 07601  
(201) 646-3908  
[adib@hackensack.nj.org](mailto:adib@hackensack.nj.org)

**City of Linden**  
Alexis Zack, CFO/Municipal Treasurer  
City Hall, 301 North Wood Avenue  
Linden, NJ 07036  
908-474-8479  
[azack@linden-nj.org](mailto:azack@linden-nj.org)

**Township of Bloomfield**  
Mayor Michael Venezia  
1 Municipal Plaza  
Bloomfield NJ 07003  
973-680-4000  
[mvenezia@bloomfield-nj.org](mailto:mvenezia@bloomfield-nj.org)

**City of East Orange**  
Daniel Jennings  
44 City Hall Plaza  
East Orange, NJ 07018  
973-266-5141  
[Dan.Jennings@eastorange.nj.org](mailto:Dan.Jennings@eastorange.nj.org)

**Township of Union**  
Ronald Manzella, Administrator  
1976 Morris Ave  
Union, NJ 07083  
(908) 851-8500  
[rmanzella@union-nj.org](mailto:rmanzella@union-nj.org)



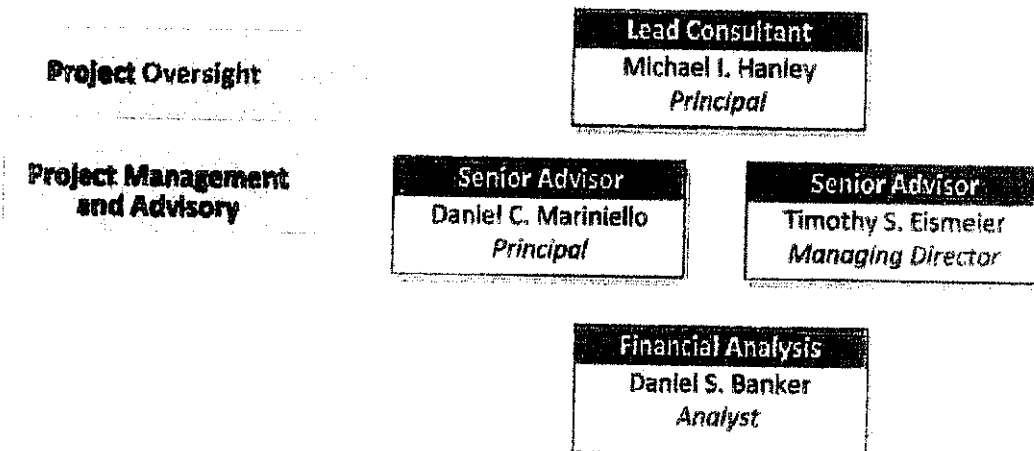
### 3. ASSIGNED PROFESSIONALS

As Redevelopment Financial Consultant, our primary responsibility will be to provide essential financial advice and insight and to ensure successful redevelopment projects. The assigned staff members have the skills and technical expertise to assure this outcome in a timely fashion.

NW Financial places a strong emphasis on project management. Our approach includes designating a Lead Consultant who is responsible for all aspects of the engagement, oversees the relationship between the NW team and the client, and ensures that all finished products meet the firm's high quality standards.

The lead consultant on the engagement will be Mr. Michael I. Hanley, Principal, who is headquartered in our nearby Hoboken, NJ office. Mr. Hanley will be responsible for overseeing the relationship between the Borough and the NW Financial team as well as ensuring that appropriate firm resources are brought to bear on issues that arise during the project(s).

The key personnel that will serve the Borough will be:



RESUMES OF THE ASSIGNED PROFESSIONALS CAN BE FOUND ON THE FOLLOWING PAGES

In addition, other members of the firm will provide supporting roles, including research, quantitative analysis, bond marketing assessments, policy development, and rating agency presentations. NW professionals are in close proximity to the Borough at all times making it convenient for the team of professionals to easily meet with the Borough and its representatives under any time constraints.



**MICHAEL I. HANLEY, PRINCIPAL**

[mhanley@nwfinancial.com](mailto:mhanley@nwfinancial.com)

Michael I. Hanley joined NW Financial in 1999 and provides the firm with his public finance experience and expertise. Mr. Hanley is actively involved in financings for several of the Firm's major accounts.

Mr. Hanley plays a key role at NW Financial serving as Financial Advisor and Underwriter for many of the Firm's clients. He acts as a lead advisor for an array of clients whose operations include affordable housing, solid waste, certificates of participation, water and sewer utilities, and redevelopment.

Mr. Hanley has been an innovator in the public finance community, leading a number of unique transactions including over 20 Forward Options, Cinderella Bonds, Redevelopment Area Bonds and the first competitive Convertible Capital Appreciation Bond sale in the country.

In recent years Mr. Hanley has spent a large part of his time consulting on billions of dollars of redevelopment projects in municipalities such as Jersey City, Newark, Weehawken, Holmdel & West Orange.

Mr. Hanley has been honored to serve as a board member of many organizations:

- Casino Reinvestment Development Authority
- The Center for Real Estate at Rutgers Business School Advisory Board
- New Leaders Council – NJ Advisory Board
- New Jersey Transportation Trust Fund Authority
- Welcome Home Vets NJ

**EDUCATION**

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Hamilton College  
Bachelor of Arts

**FINRA License**  
50 (Municipal Advisor Representative)  
52 (Municipal Securities Representative)



DANIEL C. MARINIELLO, PRINCIPAL

[dmariniello@nwfinancial.com](mailto:dmariniello@nwfinancial.com)

Daniel C. Mariniello, a Principal, has been with NW Financial since 1997, providing the firm with his public finance, and management experience and expertise. Mr. Mariniello acts as a senior/lead advisor to many of the firm's major clients and has structured a variety of innovative transactions, some of which have set precedence in the industry.

Currently, Mr. Mariniello heads the firm's financial consulting practice for Public Housing Authorities ("PHAs") that are converting through the United States Department of Housing and Urban Development's ("HUD") Rental Assistance Demonstration ("RAD") program. Through his leadership, PHAs throughout New Jersey are successfully participating in this program and as a result, are completing over \$25 million in rehab work with over \$20 million in financings. Whether it is a tax credit redevelopment project or straight financing, Mr. Mariniello and NW have been guiding PHAs through this program since 2013. Mr. Mariniello speaks regularly at industry events. Most recently Mr. Mariniello spoke at the National Affordable Housing and Redevelopment Officials' ("NAHRO") Conference on RAD in both 2014 & 2015.

Over the past decade, Mr. Mariniello has become an expert in redevelopment throughout New Jersey representing municipal clients as they negotiate with sophisticated developers. He has also acted as an expert witness providing necessary testimony in cases on behalf of his clients. Mr. Mariniello has provided redevelopment consulting for clients such as the Borough of Fort Lee, the City of Linden, and the Township of Bloomfield.

Mr. Mariniello has been leading the firm's housing industry business since 2005. Mr. Mariniello acted as Managing Director for the firm's federal work with the HUD's Mark-to-Market program. Under his first-rate management, NW Financial restructured more than \$500 million in FHA insured loans through this program. It is through these vast restructurings that have merited Mr. Mariniello the recognition as a public housing financial expert earning him invitations to speak amongst colleagues at various conferences including the Jersey Affordable Housing Management Association's ("JAHMA") and the National Affordable Housing Management Association ("NAHMA").

In 2004/2005 Mr. Mariniello was successful in getting NW Financial approved by HUD to perform Management Assessments for Public Housing Authorities across the Country. As a result, NW performed over 50 Management Assessments from New Jersey to California and became intimately involved in understanding the administration's role within a PHA. As a result of the completion of the reports, hundreds of millions of dollars were borrowed through HUD's Capital Leveraging Program providing much needed repairs to the Nation's public housing stock.

Mr. Mariniello also plays an instrumental role acting as lead banker to several other government entities, including the City of Newark, Passaic County, Passaic County Improvement Authority, and Bergen County Improvement Authority. Additionally, Mr. Mariniello has led various consulting projects on behalf of his financial advisory clients including asset sales and lease programs, public/private partnerships, the creation of public authorities, and cash flow analysis for rate-based utilities.

#### EDUCATION

Villanova University  
Bachelor of Arts

#### FINRA Licenses

- 50 (Municipal Advisor Representative)
- 52 (Municipal Securities Representative)
- 63 (Uniform Securities Agent)





TIMOTHY S. EISMEIER, MANAGING DIRECTOR

teismeler@nwfinancial.com

Tim Eismeler joined NW Financial in 2010. Mr. Eismeler has served as the Financial Advisor to the City of Newark since 2010 and has provided financial insight and advice to the City with respect to debt issuances, general budget preparation, water/sewer rate analysis and correspondence with rating agencies. Mr. Eismeler has advised the City during complex financings, such as the Motor Vehicle Rental Tax Revenue Bonds, Series 2013, the Energy Savings Improvement Program Refunding Bonds, Series 2016 and Redevelopment Area Bonds, Series 2018 (PSE&G Project). He has created sophisticated cash flow projections for the City in connection with its annual budget preparation, the implementation of new water/sewer rates and the issuance of Tax Anticipation Notes. Mr. Eismeler has created detailed rating agency presentations for the City and has worked with the City's Departments of Administration, Economic and Housing Development and Finance to present to the rating agencies on numerous occasions. Mr. Eismeler has also provided financial advisory services for issuers such as the County of Bergen, the City of Jersey City, the City of Union City, the City of Bayonne, the Township of Bloomfield and the Atlantic County Improvement Authority.

Mr. Eismeler has been integrally involved in numerous, complex underwritings for NW Capital Markets. In 2011, he worked with the Union County Utilities Authority to structure \$136,745,000 Resource Recovery Facility Lease Revenue Bonds and \$69,080,000 Solid Waste System Revenue Bonds, which transactions have collectively strengthened Union County's solid waste system and provided numerous financial benefits to Union County, the Authority and the municipalities of Union County. Mr. Eismeler has also structured debt offerings for the Union County Improvement Authority, the Bergen County Improvement Authority, the Jersey City Municipal Utilities Authority, the Trenton Parking Authority, the Kearny Municipal Utilities Authority and Stafford Township.

Mr. Eismeler has also advised municipalities during the implementation of redevelopment projects. In this role, he has analyzed developer pro-forma financial projections, prepared projections of PILOT revenues and municipal/schools costs and negotiated with developers on behalf of the municipality. Mr. Eismeler's redevelopment consulting work has helped ensure that his clients receive the greatest possible benefit from redevelopment projects. His redevelopment consulting clients have included the City of Newark, the City of Jersey City, the Borough of Holmdel, the City of Linden, the City of East Orange, the City of Plainfield and the City of Asbury Park.

Prior to joining NW Financial, Mr. Eismeler served as an intern in the White House Office of Political Affairs in the fall of 2008. As a White House intern, Tim performed research in electoral politics, helped to coordinate efforts between the White House and various political campaigns, and assisted in the day to day operations of the Office of Political Affairs. Tim also served as an intern at NW Financial in the summers of 2008 and 2009.

#### EDUCATION

Hamilton College  
Bachelor of Arts

#### FINRA Licenses

- 50 (Municipal Advisor Representative)
- 52 (Municipal Securities Representative)



**DANIEL S. BANKER, FINANCIAL ANALYST**

[dbanker@nwfinancial.com](mailto:dbanker@nwfinancial.com)

Daniel S. Banker joined NW Financial in July 2018. Mr. Banker serves as Financial Analyst for the firm and provides various financial analyses services for clients.

Mr. Banker has close to a decade of real estate experience in both New York and New Jersey where he managed the research departments for two top brokerage firms. He consulted with developers on all aspects of residential development including site acquisition underwriting, construction finance, design development and marketing in both the rental and sale markets.

**EDUCATION**

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North Carolina State University  
Bachelor of Science in Business Administration – Finance



#### 4. AVAILABILITY AND SCOPE OF WORK

NW Financial will be committed to helping the Borough achieve its goals and to work towards the Borough's mission as well as provide low cost solutions for a wide variety of public and private programs. The Borough needs a Redevelopment Area Financial Analyst with experience in public purpose financings that cover the full spectrum of governmental financial needs. NW Financial professionals provide special attention to the specific needs of clients in order to provide creative financing solutions.

Our firm's corporate headquarters is located on the Hudson River waterfront in Hoboken, New Jersey at 2 Hudson Place (19 employees). NW Financial maintains representative offices in Medford, NJ (2 employees), Pottstown, PA (4 employees) and Austin, TX (1 employee).

| Hoboken, NJ   | Chicago, IL  | Pottstown, PA   | Austin, TX   |
|---|--|---|--|
| 2 Hudson Place, 3 <sup>rd</sup> Fl.<br>Hoboken, NJ 07030<br>(P): 201-656-0115 | 460 Winnetka Ave, Suite<br>27<br>Winnetka, IL 60093<br>(P): 201-656-2785 | 886 Vaughn Road<br>Pottstown, PA 19465<br>(P): 610-326-4900 | 1700 S. Lamar Blvd, #338<br>Austin, TX 78801<br>(P) 551-655-7595 |

#### SCOPE OF WORK:

NW Financial would "quarterback" the project team through, scheduling and attending working group meetings, assigning responsibilities and time tables, and attending meetings as reasonably required with Agency personnel, attorneys, consultants, engineers, accountants and others in order to pursue the most economically beneficial position for the Agency. Our unrivaled diversity of experience in such projects allows us to be involved with every discipline of the project, so there will be a continual awareness of project team member progress.

#### SCOPE OF WORK INCLUDES, BUT IS NOT LIMITED TO:

##### 1) *Cost-Benefit Analysis*

- Analysis of the Project & Plan
- Analysis of area demographics
- Analysis of Municipal Service Costs
- Analysis of School District Costs
- Projection of Annual Revenue
- Attend meetings with municipal officials, redeveloper, state officials, others.
- Prepare reports for municipal officials and others on redevelopment projects.

##### 2) *Analysis of Need*

- Analyze the project to determine that "but for" a PILOT the project cannot be developed.
- Review all financial pro-formas related to the redevelopment.
- Review professional reports and feasibility studies associated with the redevelopment.
- Provide capital markets advice as it related to Redevelopment Area Bonds.
- Analyze the need for payment in lieu of taxes and other municipal incentives.
- Analysis of redevelopment financial stability as it relates to municipal risks.
- Analysis of redeveloper financial stability as it relates to municipal risks.
- Attend meetings with municipal officials, redeveloper, state officials, others.
- Prepare reports for municipal officials and others on redevelopment projects.
- Evaluate other forms of financial assistance related to the redevelopment such as New Market Tax Credits, Historic Tax Credits, Economic Redevelopment & Growth Grant, etc.

##### 3) *Negotiations and Document Review*



- Assist in the negotiation of Redevelopment Agreements and Financial Agreements.
- Attend meetings with municipal officials and/or Council to discuss agreements.
- Work in conjunction with other professionals to assure the most favorable outcomes

On a daily basis, NW professionals will be available to assist the Agency's staff and address any concerns or issues that may arise. With NW Financial's experience and expertise will assist the Agency in achieving its policy goals.



### 5. COMPENSATION PROPOSAL

#### Redevelopment/Consulting:

1. **Bonds/Notes:**

For the issuance of Redevelopment Area Bonds or HMFA Bonds, NW Financial proposes to be compensated \$1/1000 with a minimum of \$15,000 plus reasonable out of pocket expenses. This amount shall be payable at the closing of the proposed bond issuance. NW Financial will not invoice unless the bond issuance is finalized and closed.

2. **Consulting:**

For general consulting services provided on projects other than the sale of bonds or notes, NW's compensation will be based upon the following hourly rates. Invoices will be forwarded monthly with a compilation of hours expended and tasks

| <u>Position</u>       | <u>Hourly Rate (\$/hour)</u> |
|-----------------------|------------------------------|
| Principal             | \$230                        |
| Managing Director     | \$205                        |
| Senior Vice President | \$195                        |
| Vice President        | \$190                        |
| Associate             | \$185                        |



**APPENDIX A. CORPORATE CERTIFICATIONS**





## BUSINESS REGISTRATION

ATE

|                     |               |
|---------------------|---------------|
| Business Name:      | NEW JERSEY    |
| Trade Name:         |               |
|                     | NEW JERSEY    |
|                     | NEW JERSEY    |
| Certificate Number: | 00000000      |
| Effective Date:     | June 26, 1999 |
| Date of Issuance:   | 2012          |

20120716110054719

Certification 45453

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**  
**RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.4 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-SEP-2017** to **15-SEP-2024**

**NW FINANCIAL GROUP, LLC**  
**2 HUDSON PLACE**  
**HOBOKEN**

**NJ 07030**



*Ford M. Scudder*

**FORD M. SCUDDER**  
State Treasurer



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

## Part I – Vendor Information

Vendor Name: NW Financial Group, LLC

Address: 2 Hudson Pl. 3<sup>rd</sup> Fl

|       |         |
|-------|---------|
| City: | Hoboken |
|-------|---------|

State: NJ

Zi: 07974

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

Signature \_\_\_\_\_

Printed Name

Title

## Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.[illegible]

☐ Check here if the information is continued on subsequent page(s)

# STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☒ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:  
Dennis J. Enright  
Home Address:  
136 Terrace Ave  
Jersey City, NJ 07308

Name:  
Home Address:

Name:  
Home Address:

Name:  
Home Address:

Name:  
Home Address:

Name:  
Home Address:

Subscribed and sworn before me this 15 day of May, 2019

(Notary Public)

My Commission expires: 6/4/19

(Affiant)

(Print name & title of affiant)

Notary Seal

Norma T. Gilyard  
Notary Public, State of New Jersey  
County of Hudson  
My commission expires 6/4/2019  
I.D. No.: 2386148

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CME ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA**

**WHEREAS**, on March 12, 2008, pursuant to Ordinance 08-025 and the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), the City of Jersey City (the “**City**”) adopted a redevelopment plan known as the Bayfront I Redevelopment Plan (the “**Redevelopment Plan**”) to effectuate and regulate the redevelopment of the Bayfront I Redevelopment Area (the “**Redevelopment Area**”); and

**WHEREAS**, in connection with the redevelopment of the Redevelopment Area, the City entered into a certain Cooperation Agreement (the “**Cooperation Agreement**”) with the Jersey City Redevelopment Agency (the “**Agency**”) pursuant to which the Agency is authorized to oversee completion of demolition activities, manage the purchase and closing of the Bayfront parcels, oversee construction of the road and utility corridors within the open space lots in the Redevelopment Area, manage the open space closing, oversee construction of the infrastructure improvements and coordinate with all utilities, manage site security, perform remaining environmental remediation and environmental monitoring responsibilities, procure all necessary professionals, market the Redevelopment Area and negotiate redevelopment agreements with redevelopers for redevelopment projects within the Redevelopment Area (together with all acts ancillary thereto, collectively the “**Project**”); and

**WHEREAS**, on October 10, 2018 the City finally adopted an ordinance (the “**City Ordinance**”) authorizing public financing for the acquisition of approximately seventy (70) acres of real property located within the Redevelopment Area (the “**Property**”) from Bayfront Redevelopment LLC (“**Bayfront**”); and

**WHEREAS**, in accordance with the City Ordinance, title to the Property transferred from Bayfront to the City on January 15, 2019; and

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law, the Redevelopment Plan and the Cooperation Agreement, the Agency has a need for professional engineering services from an experienced and qualified firm to perform comprehensive engineering services, including infrastructure design, value engineering, attendance at project meetings and preparation of detailed engineering drawings for the Phase I Development within the Bayfront I Redevelopment Area (the “**Engineering Services**”); and

**WHEREAS**, on March 5, 2019, the Agency issued a Solicitation for Quotes for the Engineering Services to Consulting and Municipal Engineers a/k/a CME Associates (“**CME Associates**”); and

**WHEREAS**, CME Associates submitted a proposal, last revised May 16, 2019, to provide the Engineering Services (the “**Proposal**”); and

**WHEREAS**, the Agency finds the Proposal demonstrates CME Associates possesses extensive experience and knowledge applicable to the Project and proposes competitive pricing for the Engineering Services to be rendered; and

**WHEREAS**, the Agency wishes to enter into a professional services agreement with CME Associates to perform the Engineering Services at the Property in accordance with the Proposal for a contract amount not to exceed Three Hundred Ninety-Five Thousand Dollars (\$395,000.00).

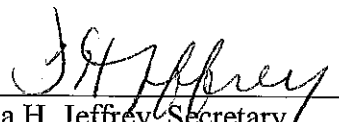
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

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

**Section 2.** The Board of Commissioners hereby authorizes a professional services agreement with CME Associates for performance of the the Engineering Services in an amount not to exceed Three Hundred Ninety-Five Thousand Dollars (\$395,000.00) and for a term to expire no later than one (1) year after the effective date of such agreement, all subject to the terms and conditions set forth in the Agency's form professional services agreement.

**Section 3.** The Chairman, Vice-Chairman, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

**Section 4.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |



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

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

May 20, 2019

Jersey City Redevelopment Agency  
66 York Street  
Jersey City, NJ 07302

Attn: Ms. Mary Pat Noonan  
Senior Project Manager

Re: **Bayfront Redevelopment Project**  
**Engineering Consulting Services**

Dear Ms. Noonan:

It was a pleasure meeting with you and the team to discuss the proposal and the project. CME Associates is pleased to submit this revised proposal in response to the Jersey City Redevelopment Agency's request for quote for providing consulting and engineering services in support of the Agency's effort to develop the Bayfront I Redevelopment Area.

CME believes that we have the required qualifications and experience to assist the JCRA in undertaking this very exciting and monumental project. CME leadership and staff have extensive experience in the redevelopment of contaminated waterfront properties for mixed use. Our staff has worked on several large redevelopment projects such as National Lead in Sayreville, currently the largest brownfield redevelopment project in the state, the Jersey Gardens Mall in Elizabeth, the Empire Golf Course in Bayonne, the Overpeck Park Project in Bergen County, and housing projects on landfills and contaminated sites throughout the State of New Jersey. All of these projects have great similarity to the Bayfront I Redevelopment Project. They are large projects on contaminated sites with major infrastructure improvements, and required multitude of permit approvals from federal, state and local agencies.

CME is a full service engineering and consulting firm, and is able to address the JCRA needs and requirements for the Bayfront Project. We have experts in all required fields: Site Engineering, Environmental Consulting, Traffic Engineering, Land Use Permitting, City Planning, Utilities Engineers, Geotechnical Engineers, and Professional Land Surveyors. CME has assembled a team of highly qualified professionals to assist the JCRA in undertaking this project. Please find attached an organizational chart showing the proposed project team and the resumes of the project team. I have also attached samples of projects that CME has done of similar nature to the Bayfront I Redevelopment Project.

Please find attached the proposed scope of work and associated fees. CME will bill its services on monthly basis in accordance with the attached billing rates. As requested, I have also attached a preliminary project schedule.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,

CME Associates

David J. Samuel, PE, PP, CME  
Managing Partner

DJS/BA/blr  
Enclosure



## **PROPOSED SCOPE OF SERVICES**

### **TASK 1 REVIEW OF EXISTING DOCUMENTS**

CME team of professionals will review the existing documents which include:

- Conceptual Engineering Plans
- Environmental Engineering Controls by Honeywell
- JCMUA Utility Lines and their Impact on the Proposed Development
- The 2008 Redevelopment Plan
- The Open Space Design Standards in place
- Historic Infrastructure Budget Estimate
- Historic Waterfront Development Approvals

### **TASK 2 ATTEND PROJECT MEETINGS**

CME will provide highly qualified professionals to participate in projects meetings at the request of the JCRA. At this time, CME anticipates attending the following meetings:

- Ongoing planning meetings with the Project Planner (Perkins Eastman)
- Meetings with the JCMUA to develop a Utility Master Plan for the Project. The coordination with the JCMUA will be greatly facilitated, since CME is currently appointed as the Engineer for the JCMUA.
- Project briefings, on as needed basis, with the Project Advisory Committee
- Participate in meetings with interested parcel buyers to address questions related to the proposed site design
- Meetings with JCRA, JCRA Counsel, NJDEP, NJDOT, and/or others as requested by the JCRA to accomplish the project tasks

For the purposes of this proposal, it is assumed that CME will participate in two four hour meetings per month for a duration of six months. The meetings will be attended by two individuals: the Project Manager and another professional who would be selected based on the main area of expertise required for that particular meeting.

### **TASK 3 VALUE ENGINEERING**

CME will assist the JCRA in value engineering opportunities for improving the historic designs, based on the proposed plan modifications for grading, storm water management and roadway access. CME will coordinate with the JCMUA relevant to the other utilities.

### **TASK 4 UPDATE INFRASTRUCTURE MASTER CONCEPT DESIGN**

In coordination with the JCRA and Perkins Eastman, CME will update Infrastructure Master Concept Design. This update will be based on the new design of the Redevelopment Plan.

### **TASK 5 PREPARATION OF DETAILED ENGINEERING DESIGN**

#### **Site Engineering Services**

It is our understanding that the Jersey City Redevelopment Agency is looking for a detailed engineering design, consistent with the overall master design concept, for the first phase of development (anticipated to be four parcels and approximately 10 acres of development) including onsite infrastructure improvements to service the



Bayfront Redevelopment – Phase I located off of Route 440, between Culver Avenue and Kellogg Street in Jersey City. At this time, you are looking for a proposal from our firm to prepare the detailed engineering design plans for the project. In order to perform the work it is anticipated that the following tasks will be required:

1. Engineering Phase Services – This work will consist of the following:
  - a. Design of the following roadways:
    1. Kellogg Street, from Central Ave to its terminus near Route 440;
    2. Grand Boulevard, from Central Ave to its terminus near Route 440;
    3. Second portion of Grand Boulevard, from Central Ave. to D Street;
    4. 4<sup>th</sup> Avenue, from Central Ave. to D Street;
    5. Central Ave, from Kellogg Street to 4<sup>th</sup> Street;
    6. C Street, from Kellogg Street to 4<sup>th</sup> Street;
    7. D Street, from Kellogg Street to 4<sup>th</sup> Street;
  - b. Each roadway above will include Site Layout Plan sheets (11 sheets anticipated), Grading and Drainage Plan sheets (11 sheets anticipated), Utility Plan sheets (11 sheets anticipated), Soil Erosion and Sediment Control Plan sheets (11 sheets anticipated), Profiles (6 sheets anticipated), Cross Sections (8 sheets anticipated), Detail Sheets (6 sheets anticipated).
  - c. Coordination with Owner's Architect and Planner.
  - d. Preparation of a stormwater management system and drainage report in accordance with NJAC 7:8 Stormwater Management Regulations. Further, our design proposal does not include any work associated with any NJDEP Flood Hazard Area or Wetlands permits, should they be necessary. The scope will include:
    1. Stormwater collection system design;
    2. Drainage plan and profiles;
    3. Stormwater management report;
    4. Construction detail prep.
  - e. Since greater than 5,000 sf of area will be disturbed in conjunction with this project, a Soil Erosion and Sediment Control Plan Certification will be required. Our office will submit the required plans and storm water management report to the Soil Conservation District in order to obtain this necessary permit. Please note that our proposal anticipates that any required permit application fees will be provided by the client.

#### **SUBSURFACE INVESTIGATIONS:**

CME will review the available subsurface investigations data to be provided by the JCRA. CME will evaluate the requirement for additional subsurface investigations to support the Phase I design, and will retain the services of a drilling company to perform geotechnical soil borings to support the design of the storm water and sanitary sewer lines. For the purposes of this proposal, it is assumed that nine soil borings will be sufficient to characterize the subsurface conditions. The data generated from the soil borings will be included in a report with recommendations for design of the utilities lines.

#### **Water and Waste Water Utilities Design Services**

CME will assist the JCRA in developing design and construction documents for water and waste water utilities for the proposed development, and will coordinate with the JCMUA obtaining the proposed connections. CME will undertake the following tasks:

- Review proposed development to determine the projected average daily and peak daily demands for water and sanitary;



- Review available sanitary sewer records and mapping to identify locations to direct sanitary flows;
- Review available water records and mapping to identify connections to the existing water distribution system;
- Meet with the JCMUA to discuss the proposed additional sanitary flow, water demand and potential connection points;
- Review available existing downstream sanitary sewer facilities to determine capability to accept addition flows;
- Prepare hydraulic calculations to determine pipe sizes;
- CME will Prepare plan and profile drawings for the installation of the new sanitary sewer collection and water distribution systems;

### **High Level Analysis of CSO's**

CME will prepare a high level analysis of the existing CSO's and evaluate the regional options for stormwater and waste water discharge to existing facilities and/or new discharge options. CME will coordinate this effort with JCRA and the Jersey City MUA. CME will issue a letter report detailing the findings and conclusions of the analysis along with associated maps.

### **Landscape Design Services**

It is our understanding that the Jersey City Redevelopment Agency is looking for a detailed landscape architectural design for the open space consisting of the eastern portion of the P8 parcel and the entire P9 parcel as outlined within the Bayfront Redevelopment Plan. Per the redevelopment plan, it appears these parcels will serve as the beginning of a larger open space network within the entire redevelopment area. With that said, our office anticipates the following improvements will be included as part of the open space design:

- A cohesive network of meandering pedestrian walkways from key access points for the proposed buildings, roadway intersections and other developed amenities;
- A bicycle route within these parcels to become part of a larger network or loop as the redevelopment is completed;
- Open space areas for passive play and sun bathing;
- Additional amenities and pedestrian nodes to enhance to the open space and provide interest along the pedestrian walkways;
- Appropriate site amenities to service the above improvements, such as benches, trash receptacles, raised planters and bike racks;
- LED lighting improvements to enhance the area at night while providing the required illumination for safety purposes;
- Overall landscape improvements to compliment and reinforce the developed areas and amenities.

Considering the above amenities, our office anticipates the following tasks will be required to prepare the detailed landscape architectural design plans and specifications for the first phase of development:

### **Preliminary Design**

The landscape architecture department will begin by further reviewing the redevelopment plan and identifying key access points from the anticipated site layout and buildings. At this time our department will utilize the developed basemap for the project to begin conceptually designing the pedestrian circulation and focal points throughout the parcels. These will serve as the basis of the design to ensure access is provided where needed and specific nodes along those walkways are available to maintain pedestrian interest as they move through the space. Once the preliminary layout for these improvements is completed, our office will begin identifying key areas to include the specified site amenities to service the walkways. Areas of benches, trash receptacles and raised planters will





be strategically placed along the walkways and in the area of the focal points to solidify the idea of the pedestrian node and begin to create a sense of place around the focal points.

Once the walkway alignment is prepared, our office can turn it's attention to the lighting design. It is anticipated our office will utilize a combination of lighting styles to enhance the overall sense of place. Post top LED luminaires will be used along the walkways to provide the overall illumination needed for safety, while other styles of LED luminaires, such as up-lighting, wall washes, bistro string lights, etc., will be used in the vicinity of the nodes. In combination with each other, the lighting design will enhance the overall aesthetic within these parcels and serve as a model for other parcels moving forward.

In conjunction with the development of the lighting design, our office will prepare a landscape design consistent with the look and feel illustrated in the provided renderings. The landscape materials will be purposely selected to again, enhance the idea of the pedestrian nodes throughout the walkway circulation and provide much needed shaded areas within the larger open space. A combination of shade, ornamental and evergreen trees will be coupled with shrub and perennial materials for a lush look throughout the nodes. The landscape design will be adjusted as pedestrians leave the node and travel along the walkway to remove the shrubs and perennial material, leaving just the overhead shade and ornamental trees, providing openness throughout the walkway edges.

Once the preliminary design is completed, our office will be prepare a preliminary color rendering presentation board, a preliminary materials selection board with all intended site amenities and material finishes intended for the site and coordinate with other disciplines to complete a preliminary construction estimate. At this time, we anticipate attending one (1) meeting with project representatives to review the preliminary layout and estimate before proceeding into final design.

#### **Final Design and Bid Documents**

After meeting with project representatives to determine the final scope of work, the project will proceed into final design. During this phase, our office will revise the plans to accurately reflect any changes discussed during the previous phase and begin to prepare a set of construction documents to reflect the final scope of work. This phase will involve the preparation of final contract documents and the final design of all site related improvements. Generally, our work will consist of the following:

- Preparation of overall final construction plans including:
  - Cover and Index Sheet
  - Existing Conditions and Demolition Plan
  - Site Plan
  - Grading and Drainage Plan
  - Utility Plan
  - Landscape Plan and Enlargements
  - Lighting Plan
  - Soil Erosion and Sediment Control Plans and Details
  - Construction Details
- Coordinate with vendors to secure the necessary details and specifications for the amenities;
- Coordinate with other disciplines as needed to finalize the design plans;
- Finalize the color rendering to reflect the final design;
- Preparation of final project cost estimate;
- Coordination with local utilities to secure approvals;
- Prepare project specifications;
- Prepare contract documents and specifications required for public bid in accordance with the New Jersey Local Public Contracts Law. Detailed specifications will be provided for the items to be included in the contract.



## **TASK 6 PERMITTING STRATEGY FOR PHASE I**

### **Land Use and Army Corps Permits:**

Phase 1 of the Redevelopment Plan is beyond 100 feet from the mean high water line of the tidally influenced Hackensack River. With this separation, the component of the Plan that will require a permit from the NJ Department of Environmental Protection, Division of Land Use Regulation, will be any stormwater outfall located below the mean high water line of the River. Within the NJDEP's Coastal Zone Management Rules (as found at NJAC-7:7), one or more stormwater outfalls will require an approval for an In-water, Waterfront Development (WFD) permit. With this application, the NJDEP's jurisdiction will extend to a point 500' from the mean high water line, to the section of Phase I fronting on Kellogg St. The mean high water line (MHWL) will need to be established by using either tide gauge and benchmark information closest to the outfall location, or based on its location previously established and approved by the NJDEP in close proximity to the area of construction. In addition, the State of NJ also will have Tidelands claims to the area now or formerly below mean high water. The Waterfront Development permit will have to include an application to the NJDEP Bureau of Tidelands, requesting a license or lease to construct within and permanently occupy the area, if a conveyance is not currently in place that would allow the construction.

The US Army Corps of Engineers (ACOE) has co-regulatory authority over construction below the high tide line, which is the normal high water mark established onsite by visual observation. One or more outfalls located at or below this line will also require a permit from the ACOE.

As part of our Proposal, we will identify the specific permitting needs for both the NJDEP and the ACOE, based on a field assessment, a detailed regulatory review and review of existing federal and state environmental resource mapping. We will also develop a realistic timeframe for permit submission and agency review, to be included in our deliverable package to the JCRA. Based on our knowledge of the requirements of both agencies, and our established working relationship with their project managers, we anticipate a timely review by both agencies.

### **Soil Erosion and Sediment Control Certificate:**

CME will prepare and file on behalf of the JCRA the application, plans and reports associated with the Soil Erosion and Sediment Control Plan certification for submission to the Hudson Essex Passaic Soil Conservation District.

### **Treatment Works Approval:**

CME will prepare and submit a permit application for NJDEP Treatment Works Approval for the project and satisfactorily address all technical comments from NJDEP on the contract documents.

## **ASSUMPTIONS AND LIMITATIONS**

- JCRA will provide an updated topographic plan and site survey JCRA will provide an updated topographic plan and site survey
- JCRA will provide subsurface investigation information for use to support the design effort. CME has budgeted for additional nine soil borings to supplement the available information, if needed.
- Design Documents will be prepared in compliance with the Open Space Design Standards and site wide Environmental Remedies
- No Site Remediation work is included in this proposal. CME can provide a proposal for LSRP services, if requested by the JCRA.



- No traffic engineering design efforts are included in this proposal. CME has the capabilities required to provide these services, when required
- No design efforts are included for designing Offsite Roadways and/or Utilities Improvements, except design effort associated with connecting to existing utilities.
- No Structural Walls are required for the proposed development
- Proposed Geotechnical Services are limited to the construction of the roadways and utilities
- No construction Stakeout and Preparation of As-built Plans
- No Parking Garage Design is included
- Planning Services are limited to the tasks identified in the above scope

### **COST PROPOSAL**

The estimated cost of our proposed services is **\$394,700**. A breakdown of the proposed fees by task is shown in the table below. CME will bill the services on monthly basis and in accordance with the attached rate sheet.

As stated above, this proposal does not include provisions for Environmental Engineering and Consulting Services. Our experience with similar projects indicates that that the project would require such services. Should the JCRA require environmental services, CME will be glad to provide such services in accordance with the attached rate sheet for environmental services.

| <b>ESTIMATED PROJECT BUDGET</b> |  |                         |
|---------------------------------|--|-------------------------|
| <b>Task Description</b>         |  | <b>Estimated Budget</b> |
| <b>TASK 1</b>                   | <b>REVIEW OF EXISTING DOCUMENTS</b>                          | <b>\$21,400</b>         |
| <b>TASK 2</b>                   | <b>ATTEND PROJECT MEETINGS</b>                               | <b>\$13,300</b>         |
| <b>TASK 3</b>                   | <b>VALUE ENGINEERING</b>                                     | <b>\$15,500</b>         |
| <b>TASK 4</b>                   | <b>UPDATE INFRASTRUCTURE MASTER CONCEPT DESIGN</b>           | <b>\$21,200</b>         |
| <b>TASK 5</b>                   | <b>PREPARATION OF DETAILED ENGINEERING DESIGN OF PHASE I</b> | <b>\$287,700</b>        |
| -                               | <b>SITE ENGINEERING AND STORM WATER MANAGEMENT</b>           | <b>\$91,700</b>         |
| -                               | <b>SANITARY AND WATER SERVICES</b>                           | <b>\$87,200</b>         |
| -                               | <b>SUBSURFACE INVESTIGATIONS</b>                             | <b>\$35,300</b>         |
| -                               | <b>LANDSCAPING</b>   | <b>\$38,200</b>         |
| -                               | <b>LIGHTING</b>  | <b>\$7,000</b>          |
| -                               | <b>HIGH LEVEL ANALYSIS FOR CONNECTING TO CSO</b>             | <b>\$28,300</b>         |
| <b>TASK 6</b>                   | <b>PERMITTING STRATEGY FOR PHASE I</b>                       | <b>\$35,600</b>         |
| <b>TOTAL</b>                    |  | <b>\$394,700</b>        |



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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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



PROJECTED PROJECT IMPLEMENTATION  
BAYFRONT PHASE I PROJECT  
JERSEY CITY REDEVELOPMENT AUTHORITY

| ID | Task Name  | Duration | Start        | Finish       | April | May | June | July | August | Sept | October | Novem | Decem | January | February | March | April |
|----|--|----------|--------------|--------------|-------|-----|------|------|--------|------|---------|-------|-------|---------|----------|-------|-------|
| 1  | NOTICE TO PROCEED  | 1 day?   | Mon 6/3/19   | Mon 6/3/19   |       |     |      |      |        |      |         |       |       |         |          |       |       |
| 2  | REVIEW OF EXISTING DOCUMENTS   | 10 days  | Tue 6/4/19   | Mon 6/7/19   |       |     |      |      |        |      |         |       |       |         |          |       |       |
| 3  | PREPARE UPDATED INFRASTRUCTURE MASTER PLAN                           | 15 days  | Tue 6/18/19  | Mon 7/8/19   |       |     |      |      |        |      |         |       |       |         |          |       |       |
| 4  | REVIEW INFRASTRUCTURE PLAN WITH STAKEHOLDERS                         | 10 days  | Tue 7/9/19   | Mon 7/22/19  |       |     |      |      |        |      |         |       |       |         |          |       |       |
| 5  | PREPARATION OF PRELIMINARY DESIGN AND PERMIT APPLICATIONS OF PHASE I | 70 days? | Tue 7/23/19  | Mon 10/28/19 |       |     |      |      |        |      |         |       |       |         |          |       |       |
| 6  | REVIEW OF PREL. DESIGN AND PERMITS APPS W/STAKE HOLDERS              | 10 days  | Tue 10/29/19 | Mon 11/11/19 |       |     |      |      |        |      |         |       |       |         |          |       |       |
| 7  | FINALIZE PERMIT APPLICATIONS   | 5 days   | Tue 11/12/19 | Mon 11/18/19 |       |     |      |      |        |      |         |       |       |         |          |       |       |
| 8  | REVIEW OF PERMIT APPLICATIONS BY REGULATORY AGENCIES                 | 85 days? | Tue 11/19/19 | Mon 3/18/20  |       |     |      |      |        |      |         |       |       |         |          |       |       |
| 9  | PREPARATION OF FINAL DESIGN AND CONSTRUCTION BID DOCUMENTS           | 58 days? | Mon 1/13/20  | Wed 4/1/20   |       |     |      |      |        |      |         |       |       |         |          |       |       |

Project: BAYFRONT PHASE I R1 0520

Date: Mon 5/20/19

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

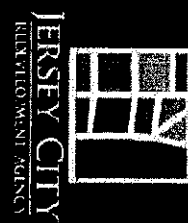
Deadline





ORGANIZATIONAL CHART

BAVERKONT REDEVELOPMENT



*Jersey City Redevelopment Agency*

*CME Associates*  
David J. Samuel, P.E., P.P., CME  
Managing Partner

Project Management  
Bashar Assadi, P.E.  
Project Manager

Site Engineering  
Robert Russo, P.E., P.P., CAE  
Principal

Utilities  
Michael Dziubek, P.E.  
Project Leader

Environmental  
Behram Turan, P.E., LSRRP  
Director of Environmental Services

Landscaping  
Stephan LeMone, III, ILA  
Project Leader

Planning  
Steven Gontieb, P.P., ILA  
Project Leader

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT  
WITH PERKINS EASTMAN FOR ARCHITECTURAL SERVICES  
WITHIN THE BAYFRONT I REDEVELOPMENT AREA**

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Jersey City Redevelopment Agency (the "**Agency**") previously retained architectural services for that certain project within the Bayfront I Redevelopment Area (the "**Bayfront Project**"); and

**WHEREAS**, pursuant to that certain Cooperation Agreement authorized on October 16, 2018 by Resolution No. 18-10-4, the Agency is serving as the agent of the City of Jersey City ("**City**") in connection with the Bayfront Project; and

**WHEREAS**, Perkins Eastman (the "**Perkins**") submitted that certain Proposal for Design and Implementation Services dated October 31, 2018, revised on November 19, 2018 (the "**Proposal**"), which is on file with the Agency, to provide architectural services in connection with the redevelopment of the Redevelopment Area in two (2) phases (hereinafter referred to as "**Phase I**" or "**Phase II**", as may be applicable); and

**WHEREAS**, on November 28, 2019, the Agency adopted Resolution No. 18-11-7, authorizing a professional services contract with Perkins for the hourly rates provided in the original Proposal and in a total contract amount not to exceed One Hundred Fifty Two Thousand Dollars (\$152,000.00) - Eighty-Five Thousand Dollars (\$86,000.00) for Phase I and Sixty-Five Thousand Dollars (\$66,000.00) for Phase II (the "**Contract**") for a term of twelve (12) months beginning on the effective date of the Contract; and

**WHEREAS**, the performance of the services described in the Contract are mostly completed and Perkins has submitted a proposal, dated April 9, 2019 and attached hereto, for the continuation of related services in order to, amongst other things, assist in the next steps of Request for Proposal procurement and review process for the Bayfront Project, and assist in the amendments to the redevelopment plan, for an amount not-to-exceed Twenty-Five Thousand Dollars (\$25,000.00) per month, on a time and material basis, in accordance with the rate schedule provided (the "**Amendment No. 1**");

**WHEREAS**, the Agency has reviewed the proposed Amendment No. 1 and finds the prices, tasks and effort outlined reasonable; and

**WHEREAS**, the Agency desires to authorize same for a term not to exceed six (6) months from the date of this Resolution; and

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

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

**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.


**Section 2.** The Contract with Perkins is hereby amended to include Amendment No. 1, attached hereto, to add the amount by a not-to-exceed amount of Twenty-Five Thousand Dollars (\$25,000.00) per month for a term not to exceed six (6) months from the date hereof for work associated with the Bayfront Project.

**Section 3.** All other terms and conditions in the Contract not amended by this Resolution remain in full force and effect.

**Section 4.** The Chairman, Vice-Chairman, Executive Director and/or the Secretary of the Agency are hereby authorized to execute Amendment No. 1 and any and all other documents, or undertake all actions, necessary to effectuate this Resolution, in consultation with counsel.

**Section 5.** This Resolution shall take effect immediately.

**Certified to be a true and correct copy of a resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting held on May 21, 2018.**

  
DIANA H. JEFFREY, Secretary

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |

# PERKINS — EASTMAN

- coordinating, and establishing consensus on master plan and implementation issues, as well as the key parallel public projects that need State action and support such as the light rail, Route 440, schools and other public facilities and the waterfront. This includes drawings needed to participating in meetings (and preparation for meetings) with City and State agencies (including the Board of Education, MUA, JC City Planning, JCDOT, NJT, NJDOT, etc.) to identify and help resolve these issues and establish clear direction for the plan;
- technical coordination, and participation in meetings with Honeywell, Langan, Glenn Stock, the landscape architect and sustainability consultant, etc.
- review of Phase I RFP submittals;
- presentations to the Advisory Committee and other stakeholders to provide current information on the plan, and solicit feedback and additional comments on the overall development plan.

*Deliverables:* powerpoint presentations; summary meeting memos for each meeting; technical drawings and sketches as needed to facilitate coordination.

## Compensation

Because of the variable nature of the agency comments and concerns, and the undetermined number of meetings, and coordination and regulatory issues to address, we propose to invoice on a timecard basis to a maximum of \$25,000/month per the rate chart attached.

We are delighted to have the opportunity to continue work with you on this exciting project. Your signature on the line below will serve at the bottom of this page will serve as authorization to proceed. Please call me should you have any questions or need any further information.

Sincerely,



Eric C.Y. Fang AIA, AICP, LEED AP  
Principal

AGREED TO AND ACCEPTED BY:

\_\_\_\_\_  
Mr. Chris Fiore  
Jersey City Redevelopment Agency

\_\_\_\_\_  
Date

cc: Diane Jeffrey, Annisia Cialone, Bhavini Doshi

April 9, 2019

Mr. Chris Fiore  
Assistant Executive Director  
Jersey City Redevelopment Agency  
66 York Street - 3<sup>rd</sup> Floor  
Jersey City, NJ 07302

Re: **Bayfront Redevelopment**  
Proposal for Ongoing Implementation Services

Dear Chris,

With the completion of our initial Design and Implementation effort, we have developed a set of recommendations to modify the 2008 Bayfront 1 Redevelopment Plan that leverage Bayfront's "value drivers," and create specific development strategies for the different areas of the redevelopment area based to improve value of the City's development parcels.

This included a conceptual direction for:

- Route 440 frontage;
- the Passaic River Waterfront;
- adjustments to the 2008 Redevelopment Plan / Street grid;
- a more interesting and varied set of focal points around which to orient development;
- key infrastructure and agency "asks" in order to advance implementation of the plan; and

consensus within the Stakeholder Committee on the conceptual direction.

This also included completion of plan for Phase I that:

- establishes the program, scope and boundaries to serve as the basis for the RFP;
- establishes a development strategy based on a set of unique places to create value for the adjacent development parcels;
- put forth a concept for Phase I large enough to communicate the larger vision for Bayfront; and
- is coordinated with public infrastructure.

In order to allow the development to continue to advance, Perkins Eastman has continued to support the JCRA and City Planning beyond the 11-week period included in our original proposal of October 31<sup>st</sup>, including attending four additional biweekly meetings, six additional team conference calls, and two meetings with Honeywell.

JCRA is now on target to issue developer RFPs for the four Phase 1 blocks in May. In order to maintain your momentum and to ensure critical path items required for the larger project to continue to move forward, and as JCRA and City Planning moves forward in advancing implementation of the plan there is a continuing need to coordinate the engineering and design considerations to ensure that the revised Redevelopment Plan integrates and resolves all engineering, traffic, landscape, real estate, sustainability and planning concerns.

Perkins Eastman  
Architects DPC

[PERKINSEASTMAN.COM](http://PERKINSEASTMAN.COM)

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Oakland  
Pittsburgh  
San Francisco  
Shanghai  
Stamford  
Toronto  
Washington DC

## Scope

As such, we propose providing ongoing implementation support services including:

# PERKINS — EASTMAN

## Hourly Billing Rates

| Category        | Rate   |
|-----------------|--------|
| Principal 4     | \$348  |
| Principal 3     | \$268  |
| Principal 2     | \$ 236 |
| Principal 1     | \$198  |
| Professional 10 | \$220  |
| Professional 9  | \$192  |
| Professional 8  | \$169  |
| Professional 7  | \$153  |
| Professional 6  | \$141  |
| Professional 5  | \$125  |
| Professional 4  | \$109  |
| Professional 3  | \$ 89  |
| Professional 2  | \$ 64  |
| Professional 1  | \$ 26  |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH NEGLIA ENGINEERING ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA**

**WHEREAS**, on March 12, 2008, pursuant to Ordinance 08-025 and the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), the City of Jersey City (the "**City**") adopted a redevelopment plan known as the Bayfront I Redevelopment Plan (the "**Redevelopment Plan**") to effectuate and regulate the redevelopment of the Bayfront I Redevelopment Area (the "**Redevelopment Area**"); and

**WHEREAS**, in connection with the redevelopment of the Redevelopment Area, the City entered into a certain Cooperation Agreement (the "**Cooperation Agreement**") with the Jersey City Redevelopment Agency (the "**Agency**") pursuant to which the Agency is authorized to oversee completion of demolition activities, manage the purchase and closing of the Bayfront parcels, oversee construction of the road and utility corridors within the open space lots in the Redevelopment Area, manage the open space closing, oversee construction of the infrastructure improvements and coordinate with all utilities, manage site security, perform remaining environmental remediation and environmental monitoring responsibilities, procure all necessary professionals, market the Redevelopment Area and negotiate redevelopment agreements with redevelopers for redevelopment projects within the Redevelopment Area (together with all acts ancillary thereto, collectively the "**Project**"); and

**WHEREAS**, on October 10, 2018 the City finally adopted an ordinance (the "**City Ordinance**") authorizing public financing for the acquisition of approximately seventy (70) acres of real property located within the Redevelopment Area (the "**Property**") from Bayfront Redevelopment LLC ("**Bayfront**"); and

**WHEREAS**, in accordance with the City Ordinance, title to the Property transferred from Bayfront to the City on January 15, 2019; and

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law, the Redevelopment Plan and the Cooperation Agreement, the Agency has a need for professional engineering services from an experienced and qualified firm to perform due diligence review, provide evaluation, design and strategy services, attend meetings and perform other related services in connection with the reclassification of portions of Route 440 within the Bayfront I Redevelopment Area (the "**Traffic Engineering Services**"); and

**WHEREAS**, on March 5, 2019, the Agency issued a Solicitation for Quotes for the Engineering Services to Neglia Engineering Associates ("**Neglia**"); and

**WHEREAS**, Neglia submitted a proposal dated May 14, 2019 to provide the Traffic Engineering Services (the "**Proposal**"); and

**WHEREAS**, the Agency finds the Proposal demonstrates Neglia possesses extensive experience and knowledge applicable to the Project and proposes competitive pricing for the Traffic Engineering Services to be rendered; and

**WHEREAS**, the Agency wishes to enter into a professional services agreement with Neglia to perform the Traffic Engineering Services at the Property in accordance with the Proposal for a contract amount not to exceed Fifty-Seven Thousand Nine Hundred Ninety Dollars (\$57,990.00),

**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.** The Board of Commissioners hereby authorizes a professional services agreement with Neglia for performance of the Traffic Engineering Services in an amount not to exceed Fifty-Seven Thousand Nine Hundred Ninety Dollars (\$57,990.00) and for a term to expire no later than one (1) year after the effective date of such agreement, all subject to the terms and conditions set forth in the Agency's form professional services agreement.

**Section 3.** The Chairman, Vice-Chairman, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

**Section 4.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |            |            |                |               |
|--|------------|------------|----------------|---------------|
| <u>NAME</u>                                | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                            | ✓          |            |                |               |
| Douglas Carlucci                           | ✓          |            |                |               |
| Evelyn Farmer                              |            |            |                | ✓             |
| Erma D. Greene                             | ✓          |            |                |               |
| Darwin R. Ona                              | ✓          |            |                |               |
| Denise Ridley                              |            |            |                | ✓             |
| Daniel Rivera                              | ✓          |            |                |               |



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**AGREEMENT FOR PROFESSIONAL SERVICES**

**DATE:** May 14, 2019

**TO:** Mary Pat Noonan, Sr. Project Manager  
Jersey City Redevelopment Agency ("JCRA")  
66 York Street, 3<sup>rd</sup> Floor  
Jersey City, NJ 07302

**FROM:** Brian Intindola, P.E., C.M.E.  
Daniel C. Lee, P.E., C.M.E.

**RE:** Proposal for Traffic Engineering Services  
State Highway Access Level Change  
NJ State Route 440, Bayfront 1 Redevelopment Area  
City of Jersey City  
Hudson County, New Jersey

Neglia Engineering Associates has received the following request to provide traffic engineering related services for the above referenced project.

**Description of Services**

See attached Scope of Services.

**Requested By:** Jersey City Redevelopment Agency

**Date of Request:** May 9, 2019

This agreement, when approved by the Jersey City Redevelopment Agency and/or the City of Jersey City, herein referred to as JCRA, will be completed as follows:

1. PHASE I – Due Diligence phase services will be provided on a **lump sum basis** for a cost of **Nine Thousand Nine Hundred Twenty Dollars (\$9,920.00)** which is inclusive of Signal Warrant Analysis.
2. PHASE II – Engineering and Permitting phase services will be provided on a **lump sum basis** for a cost of **Twenty-Seven Thousand Eight Hundred Twenty Dollars (\$27,820.00)**.
3. PHASE III – Meetings phase services will be provided as follows:
  - a. On a **per meeting basis** for a cost of **Nine Hundred Twenty Five Dollars (\$925.00/ meeting)** not to exceed **Nine Thousand Two Hundred Fifty Dollars (\$9,250.00)** assuming up to ten (10) meetings over a three (3) month period.
  - b. On a **per exhibit basis** for a cost of **One Thousand Dollars (\$1,000.00/ exhibit)** not to exceed **Ten Thousand Dollars (\$10,000.00)** assuming up to ten (10) exhibits.
4. PHASE IV – Reimbursable Expenses phase services will be provided on a **material basis** for a cost of **One Thousand Dollars (\$1,000.00)** (See Conditions and Exclusions).



This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign and date this agreement and return to our office or provide a resolution of approval that accepts the terms of this proposal to serve as our notice to proceed.

## **I. BACKGROUND**

Neglia Engineering Associates, hereafter referred to as NEA, has prepared this proposal to provide Professional Traffic Engineering services for the desired revisions to New Jersey State Route (NJSR) 440 as it relates to the Bayfront 1 Redevelopment Area project. In our preparation of this proposal, we have received and reviewed the below noted information:

- Sections 1 and 2 of the Bayfront 1 Redevelopment Plan, prepared by Anton Nelessen of A. Nelessen Associates, Inc., dated February 13, 2008, transmitted via email by Glenn Stock of the Stock Development Group and received by Daniel C. Lee, P.E., C.M.E. of our office on March 15, 2019; and
- Information obtained during NEA's meeting with the JCRA on May 9, 2019A telephone conversation with Glenn Stock of the Stock Development Group on March 15, 2019.

The Bayfront 1 Redevelopment Area is a 100 acre parcel of property on the west side of Jersey City situated between the Hackensack River to the west, NJSR 440 to the east, the Droyers Point and Society Hill development to the south and a railroad right-of-way to the north. The proposed total redevelopment will ultimately consist of a mixed use made up of three main components: residential (4,200 to 8,100 units), Office (700,000 to 1,000,000 sf), and Retail (250,000 to 600,000 sf).

Integral to the development will be recreational aspects (both waterfront and in-land), transit oriented development, extension of the Hudson-Bergen Light Rail and low-impact parking. The focus of the Bayfront 1 Redevelopment will be "on transforming old industrial, commercial, and municipal sites into a new mixed-us urban neighborhood that will be a model of environmentally conscious design," also with focus "on building a community appropriate to the location while adopting the principles of Smart Growth, Transit-Oriented, Green Design and Buildings, LEED® Certification, walkability, and sustainability".

Based on our review of the information noted above, it is our understanding that the JCRA desires to add direct left turn movements from NJSR 440 to the Bayfront 1 Redevelopment Area Project for northbound vehicular traffic at the intersection of NJSR 440 and at an co-intersection location that could provide access to New Jersey City University by reclassifying a portion of NJSR 440 to an "Urban Boulevard" that would be presented to the New Jersey Department of Transportation (NJDOT) for an "Access Level" reclassification from Access Level 3 to Access Level 4.

The New Jersey Administrative Code 16:47-4.3 provides a statutory path for Access Level changes and is cited as follows:

**16:47-4.3 Procedures for changes in access classification**

- (a) A change in the access classification of a State highway segment may affect the AL, the limits of the segment, the DTS, and its cell number designation in N.J.A.C. 16:47 Appendix A. The access classification matrix in N.J.A.C. 16:47 Appendix A will be used to determine the designation of the segment in N.J.A.C. 16:47 Appendix B-2. A change in the designation of urban or rural environment or in the designation of high or low speed could result in a change in the access classification shown in N.J.A.C. 16:47 Appendix B-2.
- (b) Any person may request a change in the access classification of a State highway segment, including, but not limited to, the AL, the DTS, and the access class. Requests for proposed changes shall be for the following minimum segment lengths:
  - 1. Accessible principal arterials--one mile;
  - 2. Minor arterials--one-half mile;
  - 3. Major or minor collectors--one-half mile; and
  - 4. Local roads--one-half mile.
- (c) In evaluating requests for a change in the access classification of a State highway segment, the Commissioner will take into consideration the existing access classifications of adjacent State highway segments and the municipal and county road networks, conformance with municipal and county master plans and development ordinances, the State Development and Redevelopment Plan, access classification criteria set forth in N.J.A.C. 16:47-4.1, and other appropriate factors relevant to the request.
- (d) For each request for a change in access classification four hard copies and one electronic copy (either disc or flash drive) shall be submitted to the Department at the following address:

Additionally, the New Jersey Department of Transportation has granted local jurisdiction to State Highways for communities that have sought to directly control access and the associated development patterns.

We note that a section of Route 7 has been ceded to the Township of Nutley and a section of Route 124 has been ceded to the Township of Maplewood so that the local governing bodies could implement their respective local visions.

**At this point, the intention is to pursue an Access Level change on behalf the JCRA keeping in mind that a request for a change in jurisdiction is an option.**

## **II. SCOPE OF SERVICES AND BUDGET**

### **Phase I – Due Diligence:**

- A. Neglia Engineering Associates will perform the following Due Diligence services as they relate to the above referenced project:
  - 1. Review previously submitted NJCU NJDOT application documents;
  - 2. Review historic conceptual engineering plans and associated engineering reports prepared for the Bayfront I Redevelopment Project;
  - 3. Review the 2008 Redevelopment Plan for the Site;



4. Review Value Engineering Study for the Route 440 and Routes 1&9 Multiple-Use Urban Boulevard Concept Development prepared by McCormick Taylor and authorized via Jersey City Resolution 15.064.

If it is determined during our due diligence review of the Value Engineering Study for the Route 440 and Routes 1&9 Multiple-Use Urban Boulevard Concept Development that the reclassification of Route 440 to an Urban Boulevard has already been contemplated and requested to the NJDOT, we will notify the JCRA of same prior to proceeding with any further steps phases of this proposal; and

5. Prepare up to three (3) Planimetric Conceptual intersection layout drawings for left turns at Culver Avenue and the extension of Stegman Boulevard each. Varying levels of risk shall be identified for each concept.

The Planimetric Conceptual intersection layout drawings will be presented to stakeholders for review and confirmation of the Locally Preferred Alternative (LPA). The LPA will then be utilized in the next phases for submission to the NJDOT for reclassification of Route 440 to an Urban Boulevard.

6. With respect to the justification for a designated left-turn from Route 440, we would need to present future traffic volumes in the context of a Signal Warrant Analysis per the Manual on Uniform Traffic Control Devices. NEA would therefore a Signal Warrant Analysis with that would consider the peak hour justification for a designated left-turn.

- B. **We respectfully request copies of all documents noted above.** Our fee is based upon assumed efforts that would be necessary given the desired objectives of the JCRA as it relates to this proposal. The services delineated in this phase are based upon the assumption that full copies of the above underlined items in Phase I. A. will be provided in an electronic format (Microsoft Office Suite, Adobe PDF, AutoCAD, or other).

**This phase will be billed on a lump sum basis for a cost of Nine Thousand Nine Hundred Twenty Dollars (\$9,920.00).**

**PHASE II – Engineering and Permitting:**

- A. Route 440 Access designation reclassification, in accordance with NJAC 16:47-4.3 Procedures for Changes in Access Classification, consists of the initial phase of obtaining preliminary authorization from the NJDOT to proceed with full application for reclassification of Route 440 so that a double left turn lane from Route 440 to Bayfront 1 and the NJCU can be permitted at Culver Avenue and the extension of Stegman Boulevard. If preliminary authorization is granted by the NJDOT, the second phase would include the preparation and submission of a full application for reclassification of Route 440 with required documents stipulated in the Administrative Code.

Neglia Engineering Associates will perform the following Engineering and Permitting services as they relate to the above referenced project:

1. Obtain Preliminary NJDOT Authorization for the reclassification of Route 440 as an Urban Boulevard utilizing the LPA identified in the previous phase.
2. Pending approval from the NJDOT, prepare final concept plans based on comments from the NJDOT.



3. Distribute final LPA to stakeholders for verification of final submission to the NJDOT for formal application for reclassification.
  4. Prepare formal NJDOT Application for reclassification.
- B. For purposes of this approval, it can be assumed that all existing reports from previous studies will be fully utilized to avoid duplication of any previous work.
- C. The services delineated in this phase are based upon the assumption that full copies of the above underlined items in Phase II. A. of this proposal will be provided in an electronic format (Microsoft Office Suite, Adobe PDF, AutoCAD, or other).
- a. Permit Survey would be conducted by our office for the specific purpose of laying out above ground intersection and change of access plans. NEA assumes approximately 3,000 linear feet of Route 440 would need to be surveyed.
- D. Permitting fees are not included in this proposal. NEA assumes fees associated with permit and applications will be the responsibility of the JCRA. The total anticipated permitting and application fees will be calculated during the "permitting outline and strategy" phase of this scope.
- E. **Option (to be submitted upon request)**
- a. Fully engineered intersection design plan construction documents including grading, drainage, signal design, signage and striping is not included in this proposal since the final design of grading, drainage and utilities for the Bayfront 1 Redevelopment could significantly impact those parameters.
  - b. NEA offers that a proposal for same can be provided if/when the reclassification of Route 440 is granted by the NJDOT and the fully engineered design of the Bayfront 1 Redevelopment plans are complete.
  - c. NEA believes that once above ground intersection layouts are approved by the NJDOT and JCRA then final construction design documents should be completed by the JCRA's site and civil design team that would be designing drainage and other underground utilities that need direct coordination with respect to signal electrical plans and signal foundations.

**This phase will be billed on a lump sum basis for a cost of Twenty-Seven Thousand Eight Hundred Twenty Dollars (\$27,820.00).**

**PHASE III – Meetings:**

- A. Neglia Engineering Associates will perform the following Meeting services as they relate to the above referenced project:
1. Participate in project briefings, as needed, with the Project Advisory Committee;
  2. Participate in meetings with interested land parcel buyers to address any questions related to the proposed site design;
  3. Participate in ongoing planning meetings with the Project Planner (Perkins Eastman) and City Representatives to evaluate opportunities to enhance the existing 2008 Redevelopment Plan which address the Jersey City Redevelopment Agency's and/or the City of Jersey City's project redevelopment goals and objectives as it relates to the desired traffic revisions;



4. Present the traffic revision plans before the Jersey City Planning Board or Jersey City Mayor and Council for approval, as appropriate;
  5. In addition, attend as many meetings and/or teleconferences as necessary with the JCRA, JCRA counsel, NJDEP, NJDOT or others to accomplish these tasks/goals within the limits noted below; and
  6. Prepare exhibits, as necessary, for any meetings.
- B. Attendance at meetings will be charged on a per meeting basis, will be attended by a Principal or Senior Manager level staff and will include meeting preparation time. For the purposes of this proposal, NEA assumes attendance at up to Ten (10) meetings over a three (3) month period.
- C. Exhibit preparation will be charged on a per exhibit basis, as requested. For the purposes of this proposal, NEA assumes the preparation of up to ten (10) exhibits.

**This phase will be billed on a per meeting basis for a cost of Nine Hundred Twenty Five Dollars per meeting (\$925.00) not to exceed Nine Thousand Seven Hundred Fifty Dollars (\$9,750.00).**

**This phase will also be billed on a per exhibit basis for a cost of One Thousand Dollars per exhibit (\$1,000.00) not to exceed Ten Thousand Dollars (\$10,000.00).**

#### **Phase IV – Reimbursable Expenses:**

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for municipal and regulatory review submittals, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project that are included in the anticipated grand total project budget as illustrated on page one of this proposal. If additional reimbursable expenses are required, we will invoice the City on an as needed basis without further authorization required. Should any sub-consultants be required for this project, NEA will invoice for said services at cost plus ten percent. The ten percent cost adjustment is included as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available upon request. All filing, review, processing, and application fees will be provided separately by the JCRA.

**This phase of the project will be billed on a Material Basis with cost not to exceed One Thousand Dollars (\$1,000.00) in accordance with our attached schedule of fees.**

### **III. DELIVERABLES**

Deliverables associated with the project will include the following:

1. Phase 1: Due Diligence
  - a. Up to three (3) Planimetric Conceptual intersection layout drawings for left turns at Culver Avenue and the extension of Stegman Boulevard each. Varying levels of risk shall be identified for each concept and presented as desired by the Agency such as a formal written report, email analysis, or presentation to the JCRA or various stakeholders.
2. Phase 2: Engineering and Permitting
  - a. Deliverables associated with this phase include all documents required for the submission of NJDOT Access Reclassification Application documents.
3. Phase 3: Meetings
  - a. Deliverables associated with this phase include copies of meeting minutes upon request.



**IV. ANTICIPATED TIME FRAME**

Neglia Engineering Associates is prepared to begin due diligence within two (2) weeks of receipt of a signed copy of this agreement and the items noted within Phase I.A. of this proposal. Based on the assumptions noted in Phase I.A. and Phase II.A. of this proposal, we anticipate completion of Due Diligence review including indicated deliverables within two (2) weeks. Following completion of Due Diligence, NJDOT Reclassification work for Route 440 is anticipated to require up to twelve (12) months from authorization to final determination.

**V. PAYMENTS AND COST OF SERVICES**

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project.

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## VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design either will be designed by others, or will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal.

This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above.

Unless specifically noted in this proposal, this proposal does not include geotechnical engineering studies / services which include but is not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, LSRP services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, unless otherwise mentioned within the Scope of Services section of this proposal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia Engineering Associates cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

Reimbursable expenses will be required for this project. They include but are not limited to reproductions for municipal and regulatory review submittals, express mailings, mileage, and courier service. We have provided an estimated budget for reimbursable expenses for this project that are included in the anticipated grand total project budget as illustrated on page one of this proposal. If additional reimbursable expenses are required, we will invoice the City on an as needed basis without further authorization required. Should any sub-consultants be required for this project, NEA will invoice for said services at cost plus ten percent. The ten percent cost adjustment is included as a maintenance, overhead, and profit fee for the hired sub-consultant. Please be aware that detailed invoices for reimbursable expenses will not be provided but are available upon request. All filing, review, processing, and application fees will be provided separately by the JCRA.

NEA shall assume no liability for the existence of any hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution associated with Client's property or operation, or for any release or discharge of such material which may occur during the performance of the Scope of Work. It is understood that in performing the Scope of Work NEA neither creates nor contributes to the creation of hazardous or toxic material (chemical or waste) or any other type of environmental hazard or pollution.





## **VII. GENERAL TERMS AND CONDITIONS**

**ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS:** Compensation for the engineering and related Services ("Services") to be provided by Neglia Engineering Associates ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

**ARTICLE II - PROFESSIONAL RESPONSIBILITY:** Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

**ARTICLE III - LIMITATIONS OF LIABILITY:** The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

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

**ARTICLE V - INSURANCE:** Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.



**ARTICLE VI - FORCE MAJEURE:** Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

**ARTICLE VII - TERMINATION AND SUSPENSION OF WORK:** The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

**ARTICLE VIII - REUSE OF DOCUMENTS:** All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client shall indemnify and hold harmless Neglia from all claims, damages, losses and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

**ARTICLE IX - CONTROLLING LAW:** Any element of this Agreement later held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

**ARTICLE X - SUCCESSORS AND ASSIGNS:** Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

**ARTICLE XI - ARBITRATION:** All claims, counterclaims, disputes and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event



may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.

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### **GENERAL TERMS**

1. Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
2. Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.
3. Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
4. In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
5. Client understands that NEA cannot, and does not assure favorable action or timely action by any governmental entity.
6. Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agree upon. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
7. Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
8. The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
9. This proposal is good for sixty (60) days from the submission date.
10. This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.

**THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK**



The person signing below has read and understood all of the provisions of this agreement and represents and warrants that they are authorized to sign this agreement on behalf of the JCRA. Please sign one copy of this proposal and return same to this office.

Thank you for affording us the opportunity to be of service. We look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,  
Neglia Engineering Associates

A handwritten signature in black ink, appearing to read 'B Intindola', written over a horizontal line.

Brian Intindola, P.E., C.M.E.

Very truly yours,  
Neglia Engineering Associates

A handwritten signature in black ink, appearing to read 'D Lee', written over a horizontal line.

Daniel C. Lee, P.E., C.M.E.

Attachment: Municipal Rates 2019

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2019

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**NEGLIA ENGINEERING ASSOCIATES**

**2019 MUNICIPAL**

**HOURLY BILLING RATES**

|   |          |
|---|----------|
| PRINCIPAL                               | \$185.00 |
| SENIOR ENGINEER / SENIOR MANAGER        | \$175.00 |
| PROFESSIONAL ENGINEER / PROJECT MANAGER | \$165.00 |
| DESIGN ENGINEER                         | \$130.00 |
| ENGINEERING ASSISTANT                   | \$ 99.00 |
| PROFESSIONAL PLANNER                    | \$165.00 |
| PROFESSIONAL LANDSCAPE ARCHITECT        | \$145.00 |
| LANDSCAPE DESIGN                        | \$110.00 |
| COMPUTER AIDED DESIGNER                 | \$105.00 |
| CONSTRUCTION MANAGER                    | \$135.00 |
| CONSTRUCTION PROJECT COORDINATOR        | \$ 95.00 |
| TECHNICAL OBSERVER                      | \$110.00 |
| PROFESSIONAL SURVEYOR / PROJECT MANAGER | \$155.00 |
| SURVEY PROJECT MANAGER                  | \$130.00 |
| 3 MAN SURVEY CREW                       | \$200.00 |
| 2 MAN SURVEY CREW                       | \$165.00 |
| 1 MAN SURVEY CREW (GPS AND EQUIPMENT)   | \$150.00 |
| CERTIFIED WETLAND DELINEATOR            | \$155.00 |
| LICENSED COLLECTION SYSTEM OPERATOR     | \$135.00 |

**REIMBURSABLE EXPENSES**

|                             |                        |
|-----------------------------|------------------------|
| PAPER PRINTS (All Sizes)    | \$2.00/sheet           |
| MYLARS                      | \$15.00/sheet          |
| COLOR PRINTS                | \$53.00/sheet          |
| PHOTOCOPIES (Black & White) | \$.15/page             |
| PHOTOCOPIES (Color)         | \$.25/page             |
| MILEAGE                     | \$.55/mile             |
| SUB-CONSULTANTS             | 10% administrative fee |

**Notes:**

1. Expert testimony for deposition or trial is billed at 1½ standard billing rates.
2. Labor billings include miscellaneous direct costs such as telephone calls, faxes, copying and postage. No charges are levied for use of computers, plotters, or CAD systems, unless otherwise stated above.
3. After Hours and Holiday Call Outs
  - a. 7:00 pm to 5:00 am – 1.5 times the hourly rate and a 4 hour minimum
  - b. Holidays – 2 times the hourly rate and a 4 hour minimum

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE USE  
OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR  
SECURITY SERVICES WITHIN THE BAYFRONT I REDEVELOPMENT  
AREA**

**WHEREAS**, on March 12, 2008, pursuant to Ordinance 08-025 and the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), the City of Jersey City (the "**City**") adopted a redevelopment plan known as the Bayfront I Redevelopment Plan (the "**Redevelopment Plan**") to effectuate and regulate the redevelopment of the Bayfront I Redevelopment Area (the "**Redevelopment Area**" or "**Bayfront Site**"); and

**WHEREAS**, in connection with the redevelopment of the Redevelopment Area, the City entered into a certain Cooperation Agreement (the "**Cooperation Agreement**") with the Jersey City Redevelopment Agency (the "**Agency**") pursuant to which the Agency is authorized to oversee certain work and services on behalf of the City, including the management and procurement of security guard services for the Bayfront Site (the "**Security Services**"); and

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Redevelopment Plan and the Cooperation Agreement, the Agency desires to issue a Request for Proposals for procurement of the Security Services; and

**WHEREAS**, the Agency as a public body corporate and politic of the state of New Jersey, is authorized pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**") to use competitive contracting to award this contract, *N.J.S.A. 40A:11-4.1 et seq.*, where prior approval has been provided by the Director of the Division Local Government Services for non-listed services; and

**WHEREAS**, the City has previously obtained written approval from Director of the Division Local Government Services to utilize competitive contracting for security guard services due to the qualitative nature of the services, pursuant to *N.J.A.C. 5:34-4.4*; and

**WHEREAS**, *N.J.S.A. 40A:11-4.3(a)* requires the adoption of a resolution authorizing the use of competitive contracting when the Agency desires to contract for the types of goods or services described under *N.J.S.A. 40A:11-4.1*.

**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.** The use of competitive contracting pursuant to *N.J.S.A. 40A:11-4.1* is authorized for the procuring and awarding a contract for the provision of security guard services at the Bayfront Site for a term not to exceed five (5) years.

**Section 3.** The Chairman, Vice-Chairman, Executive Director and/or the Secretary of the Agency are hereby authorized to execute any documents or undertake any actions necessary to effectuate this resolution, in consultation with counsel.

**Section 4.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |            |            |                |               |
|--|------------|------------|----------------|---------------|
| <u>NAME</u>                                | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                            | ✓          |            |                |               |
| Douglas Carlucci                           | ✓          |            |                |               |
| Evelyn Farmer                              |            |            |                | ✓             |
| Erma D. Greene                             | ✓          |            |                |               |
| Darwin R. Ona                              | ✓          |            |                |               |
| Denise Ridley                              |            |            |                | ✓             |
| Daniel Rivera                              | ✓          |            |                |               |



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING A SITE ACCESS AGREEMENT WITH 550  
JOHNSTON AVENUE LLC WITH RESPECT TO CERTAIN  
PROPERTY COMMONLY KNOWN AS 550 JOHNSTON  
AVENUE WITHIN THE BEACON REDEVELOPMENT  
AREA**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**") authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment and to create redevelopment plans which provide development controls for any area so designated; and

**WHEREAS**, pursuant to the Redevelopment Law, the City of Jersey City (the "**City**") designated certain parcels known as the Beacon Redevelopment Area (the "**Redevelopment Area**") as an area in need of redevelopment and adopted the Beacon Redevelopment Plan (the "**Redevelopment Plan**") in order to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**") owns that certain property identified on the official tax maps of the City as Block 15401, Lot 1, commonly known as 550 Johnston Avenue (the "**Property**"), which Property is within the Redevelopment Area and subject to the Redevelopment Plan; and

**WHEREAS**, by Resolution No. 19-04-4 adopted on April 16, 2019, the Agency designated 550 Johnston Avenue LLC (the "**Redeveloper**") as redeveloper of the Property, subject to the negotiation and execution of a redevelopment agreement between Redeveloper and the Agency; and

**WHEREAS**, the Agency wishes to enter into a site access agreement (the "**Access Agreement**") with Redeveloper to provide Redeveloper access to the Property for the purpose of performing pre-development testing,

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

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


**Section 2.** The Executive Director is hereby authorized and directed to negotiate and execute an Access Agreement with Redeveloper as described herein.

**Section 3.** The Chairman, Vice Chairman, Executive Director, Secretary and other necessary Agency officials are hereby authorized to execute and deliver the Access Agreement and any and all other documents necessary to effectuate this Resolution in consultation with counsel.

**Section 4.** The Chairman, Vice Chairman, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the Access Agreement and this Resolution.

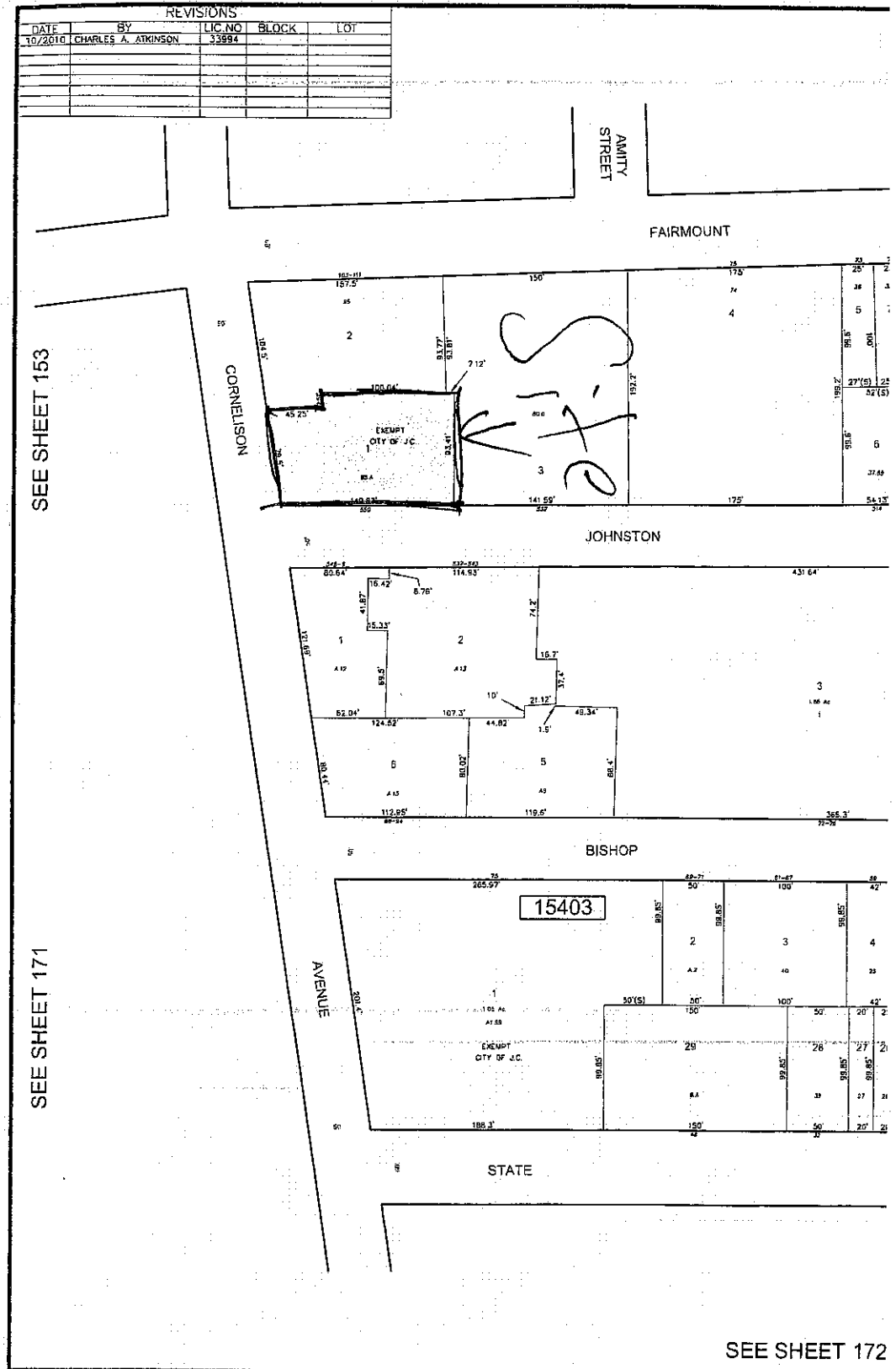
**Section 5.** This Resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting held on May 21, 2019.**

  
\_\_\_\_\_  
DIANA H. JEFFEREY, Secretary

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                     | ✓          |            |                |               |
| Douglas Carlucci                    | ✓          |            |                |               |
| Evelyn Farmer                       |            |            |                | ✓             |
| Erma D. Greene                      | ✓          |            |                |               |
| Darwin R. Ona                       | ✓          |            |                |               |
| Denise Ridley                       |            |            |                | ✓             |
| Daniel Rivera                       | ✓          |            |                |               |

| REVISIONS |                     |          |       |     |
|-----------|---------------------|----------|-------|-----|
| DATE      | BY                  | LIC. NO. | BLOCK | LOT |
| 10/2010   | CHARLES A. ATKINSON | 33994    |       |     |
|           |                     |          |       |     |
|           |                     |          |       |     |
|           |                     |          |       |     |
|           |                     |          |       |     |
|           |                     |          |       |     |



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A  
PURCHASE ORDER WITH J&B LANDSCAPE INC. FOR  
SEASONAL MAINTENANCE AND LANDSCAPING AT 180 NINTH  
STREET WITHIN THE BETZ BREWERY REDEVELOPMENT  
AREA**

**WHEREAS**, the City of Jersey City (the “**City**”) has designated that certain area known as the Betz Brewery Redevelopment Area (the “**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**, pursuant to the Redevelopment Law, the City has enacted the Betz Brewery Redevelopment Plan, as amended and supplemented from time to time, to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, the Jersey City Redevelopment Agency (the “**Agency**”) owns and manages certain property within the Redevelopment Area identified as Block 8804, Lot 2 on the official tax maps of the City, commonly known as the Community Education Recreation Center at 180 Ninth Street (the “**Property**”); and

**WHEREAS**, the Agency requires seasonal maintenance and upkeep of the Property, including mulching, trimming trees and shrubs, cleaning walkways, applying necessary fertilizers to lawn and shrubs, removing weeds and debris, and edging of walkways and turf areas (the “**Services**”); and

**WHEREAS**, the Agency requested quotes for the Services and received from J&B Landscape Inc. (the “**Contractor**”) a proposal dated May 2, 2019 (the “**Proposal**”), a copy of which is on file with the Agency, to perform the Services at the Property for a contract amount not to exceed Twelve Thousand Seven Hundred and Eighty Dollars (\$12,780.00); and

**WHEREAS**, pursuant to the Proposal, the Contractor shall perform the Services until November 30, 2019; and

**WHEREAS**, Agency staff found the Proposal to be responsive to the Agency’s need and most favorably priced; and

**WHEREAS**, the Agency recommends the authorization of purchase order #6126 for the performance of the Services; and

**WHEREAS**, in accordance with *N.J.S.A. 40A:11-3*, the amount of the contract will not exceed the Agency’s bid threshold of \$40,000.00 and need not be publicly bid,

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

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

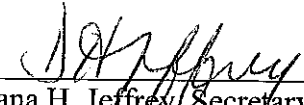
**Section 2.** The Board of Commissioners of the Agency hereby authorizes the Agency to enter into a purchase order with the Contractor in an amount not to exceed Twelve Thousand Seven Hundred and Eighty Dollars (\$12,780.00) for performance of the Services until November 30, 2019.

**Section 3.** The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the purchase order and any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

**Section 4.** The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the Contract and this Resolution, all in accordance with the LPCL.

**Section 5.** This Resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting held on May 21, 2019.**

  
Diana H. Jeffrey, Secretary

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |

# J&B LANDSCAPE INC.



P.O. BOX 149 ◆ SWARTSWOOD, NJ 07877  
Phone (201) 867-3088 ◆ Fax (973) 948-7136  
jblandscape1@gmail.com

PROPOSAL

Proposal Date: May 2, 2019

**Proposal Submitted To:**

Jersey City Redevelopment Agency  
Mary Patricia Noonan  
Fax: (201) 761-0831  
Tel: (201) 761-0819  
dcicarelli@jcnj.org

**Work to be Performed at:**

180 Ninth Street  
Jersey City, NJ

**PROJECT: *Seasonal Maintenance / Mulch***

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Seasonal maintenance from May - November 2019

Cutting of a turf areas, edging of all walkways.

Removal of all weeds and garbage from garden and plant areas.

All necessary fertilizers, weed control, etc. will be applied to lawn and shrub areas.

Blowing of all concrete walkways.

Trim trees up to 10' and shrubs as needed to keep a neat manicured appearance.

*(Any additional tree trimming than listed above will be an additional charge to be determined at that time)*

Install black mulch in existing plant areas.

**Total for Season: \$12,780.00**

**Will be Invoiced \$1,825.72 per month for seven months (May - November)**

## Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this contract as specified.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE IMPOSITION OF DEED NOTICES ON PROPERTY OWNED BY THE JERSEY CITY REDEVELOPMENT AGENCY KNOWN AS BLOCK 27402, LOT 4 (SITE 100) WITHIN THE CLAREMONT INDUSTRIAL REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency (the “Agency”) is the owner of certain property known as Block 27402, Lot 4 on the tax maps of the City of Jersey City, referred to by the New Jersey Department of Environmental Protection (“NJDEP”) as Hudson County Chromate Site 100 (“Site 100” or the “Property”); and

**WHEREAS**, as a result of a Consent Judgment between the NJDEP and Honeywell, Inc., (“Honeywell”) filed September 7, 2011 (the “Consent Judgment”) remediation of chromium-related contamination at the Properties was conducted; and

**WHEREAS**, as a Settling Party to the Settlement Consent Order by and Between the Jersey City Entities and Honeywell International Inc., entered in the U.S. District Court (D. N.J) in litigation styled *Jersey City Municipal Utilities Authority v. Honeywell International Inc.* (No. 05-5955) (the “Settlement Consent Order”), the Agency approved the Settlement Consent Order on April 15, 2008 by Resolution No. 08-04-05; and

**WHEREAS**, as part of the remediation efforts, based on NJDEP direction, Honeywell proposes to establish a Deed Notice at the Property for soils beneath certain sewer pipelines that could not be directly sampled during the remedial investigation, as a precautionary measure; and

**WHEREAS**, Section 7.1 of the Settlement Consent Order provides that the Agency will accept and support the implementation of a certain sewer protocol as a remedial approach to certain sewer sites and sewer pipelines throughout the City (the “Sewer Protocol”); and

**WHEREAS**, by the Settlement Consent Order, the Agency is bound to “the implementation of any engineering and institutional controls needed to carry out the terms of the Sewer Protocol”; and

**WHEREAS**, Honeywell has submitted to the NJDEP, and the NJDEP has approved, a Remedial Action Work Plan for the Property that includes engineering controls and a deed notice; and

**WHEREAS**, Honeywell anticipates completing the remediation of the Property in 2020; and

**WHEREAS**, a deed notice will be recorded now to ensure that the deed notice runs with the Property, and Honeywell, at its sole cost and expense, will revise and re-record the deed notice in the event that the deed notice needs to be revised after the completion of the remediation; and

**WHEREAS**, Agency staff have reviewed the proposed Deed Notice, attached to this Resolution hereto as “Exhibit A” and are satisfied with its sufficiency; and

**WHEREAS**, Honeywell will execute the Deed Notice as the entity responsible for conducting the remediation, and the Agency will execute as property owner/co-permittee;

**WHEREAS**, Honeywell remains responsible for completion of the Remedial Action Work Plan and all other remediation requirements set forth by the NJDEP; and

**WHEREAS**, Honeywell will also be designated as the party with primary responsibility for permit compliance, and will be responsible for paying the annual Remedial Action Permit fees, and any financial assurances, monitoring and maintenance and/or biennial certifications.


**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.** Subject to any modifications or further actions recommended by the Agency's counsel, the Board hereby authorizes the Agency to execute Deed Notice and record same in the Hudson County Register.

**Section 3.** 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.

**Section 4.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 May 21, 2019.**

| <b>RECORD OF COMMISSIONERS VOTE</b> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                     | ✓          |            |                |               |
| Douglas Carlucci                    | ✓          |            |                |               |
| Evelyn Farmer                       |            |            |                | ✓             |
| Erma D. Greene                      | ✓          |            |                |               |
| Denise Ridley                       |            |            |                | ✓             |
| Darwin R. Ona                       | ✓          |            |                |               |
| Daniel Rivera                       | ✓          |            |                |               |



SEE SHEET 280

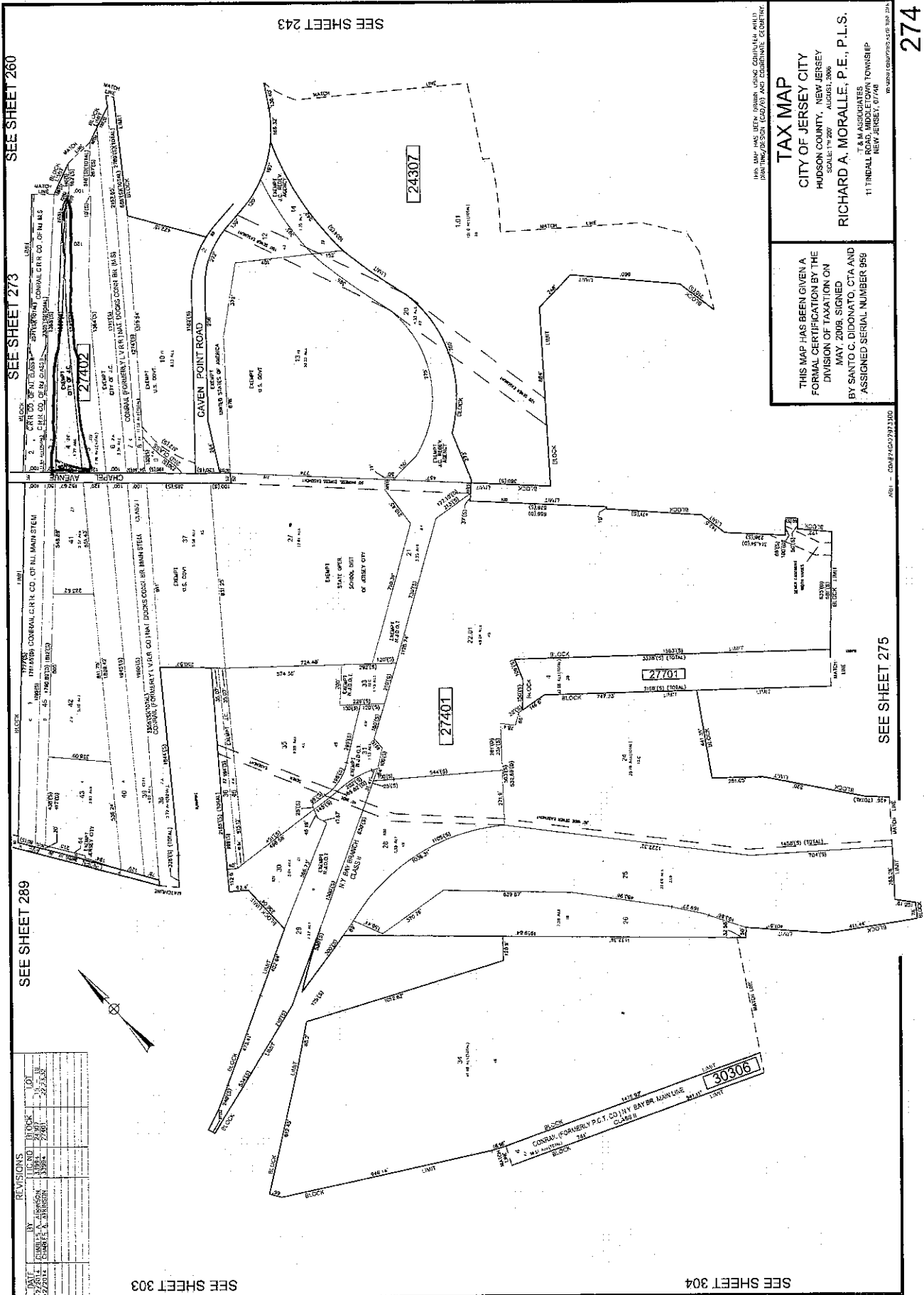
SEE SHEET 273

SEE SHEET 289

| DATE     | BY                | REVISIONS | LOT   |
|----------|-------------------|-----------|-------|
| 12/22/11 | DAVID A. ALKINSON | 1.00      | 27401 |
| 12/22/11 | DAVID A. ALKINSON | 1.00      | 27402 |
| 12/22/11 | DAVID A. ALKINSON | 1.00      | 27403 |
| 12/22/11 | DAVID A. ALKINSON | 1.00      | 27404 |
| 12/22/11 | DAVID A. ALKINSON | 1.00      | 27405 |
| 12/22/11 | DAVID A. ALKINSON | 1.00      | 27406 |
| 12/22/11 | DAVID A. ALKINSON | 1.00      | 27407 |
| 12/22/11 | DAVID A. ALKINSON | 1.00      | 27408 |
| 12/22/11 | DAVID A. ALKINSON | 1.00      | 27409 |
| 12/22/11 | DAVID A. ALKINSON | 1.00      | 27410 |

SEE SHEET 303

SEE SHEET 304



THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED  
DRAWING DESIGN (CAD) AND COORDINATE GEOMETRY

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE 1"=200'  
AUGUST, 2008

**RICHARD A. MORALLE, P.E., P.L.S.**  
T & M ASSOCIATES  
11 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
NEW JERSEY, 07740

THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
DIVISION OF TAXATION ON  
MAY, 2008, SIGNED  
BY SANTO C. DIDONATO, CTA AND  
ASSIGNED SERIAL NUMBER 959

SEE SHEET 275

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE  
DESIGNATION OF RAFA REALTY, LLC AS THE REDEVELOPER OF  
CERTAIN PROPERTY COMMONLY KNOWN AS 387 EIGHTH STREET  
WITHIN THE ENOS JONES REDEVELOPMENT AREA**

**WHEREAS**, the Agency is an instrumentality of the City of Jersey City (the “City”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of redevelopment commonly known as the Enos Jones Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Enos Jones Redevelopment Plan” (as amended and as may be further amended and supplemented from time to time, the “**Redevelopment Plan**”); and

**WHEREAS**, certain property identified on the City’s tax maps as Block 9802, Lots 35.01, also known as 387 Eighth Street (the “**Property**”) is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

**WHEREAS**, on August 21, 2018, the Agency adopted Resolution No. 18-08-7 conditionally designating RAFA Realty, LLC (the “**Redeveloper**”) as redeveloper of the Property; and

**WHEREAS**, on February 19, 2019, the Agency adopted Resolution No. 19-02-8 extending the designation of the Redeveloper as redeveloper of the Property for an additional period of up to thirty (30) days until April 20, 2019, with an option for an additional extension in the Agency’s Executive Director’s sole discretion for an additional thirty (30) days if necessary which was ultimately exercised; and

**WHEREAS**, Redeveloper’s designation is set to expire on May 20, 2019; and

**WHEREAS**, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until August 30, 2019, which period may thereafter be extended if necessary in the sole discretion of the Agency’s Executive Director for an additional period of up to sixty (60) days, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Property,

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

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

**Section 2.** The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until August 30, 2019, which period may be extended if

necessary in the sole discretion of the Agency's Executive Director for an additional period of up to sixty (60) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

**Section 3.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

**Section 4.** This Resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on May 21, 2019.**

  
**DIANA H. JEFFREY, SECRETARY**

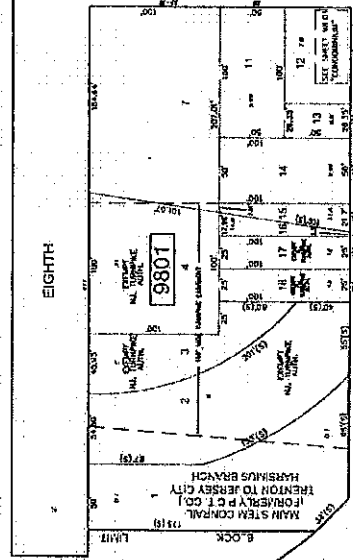
| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |

| REVISIONS |              |             |     |
|-----------|--------------|-------------|-----|
| DATE      | BY           | DESCRIPTION | LOT |
| 02/20/10  | W. A. GIBSON | 9802        | 29  |
| 02/20/10  | W. A. GIBSON | 9803        | 30  |
| 02/20/10  | W. A. GIBSON | 9804        | 31  |
| 02/20/10  | W. A. GIBSON | 9805        | 32  |
| 02/20/10  | W. A. GIBSON | 9806        | 33  |
| 02/20/10  | W. A. GIBSON | 9807        | 34  |
| 02/20/10  | W. A. GIBSON | 9808        | 35  |
| 02/20/10  | W. A. GIBSON | 9809        | 36  |
| 02/20/10  | W. A. GIBSON | 9810        | 37  |
| 02/20/10  | W. A. GIBSON | 9811        | 38  |
| 02/20/10  | W. A. GIBSON | 9812        | 39  |
| 02/20/10  | W. A. GIBSON | 9813        | 40  |
| 02/20/10  | W. A. GIBSON | 9814        | 41  |
| 02/20/10  | W. A. GIBSON | 9815        | 42  |
| 02/20/10  | W. A. GIBSON | 9816        | 43  |
| 02/20/10  | W. A. GIBSON | 9817        | 44  |
| 02/20/10  | W. A. GIBSON | 9818        | 45  |
| 02/20/10  | W. A. GIBSON | 9819        | 46  |
| 02/20/10  | W. A. GIBSON | 9820        | 47  |
| 02/20/10  | W. A. GIBSON | 9821        | 48  |
| 02/20/10  | W. A. GIBSON | 9822        | 49  |
| 02/20/10  | W. A. GIBSON | 9823        | 50  |
| 02/20/10  | W. A. GIBSON | 9824        | 51  |
| 02/20/10  | W. A. GIBSON | 9825        | 52  |
| 02/20/10  | W. A. GIBSON | 9826        | 53  |
| 02/20/10  | W. A. GIBSON | 9827        | 54  |
| 02/20/10  | W. A. GIBSON | 9828        | 55  |
| 02/20/10  | W. A. GIBSON | 9829        | 56  |
| 02/20/10  | W. A. GIBSON | 9830        | 57  |
| 02/20/10  | W. A. GIBSON | 9831        | 58  |
| 02/20/10  | W. A. GIBSON | 9832        | 59  |
| 02/20/10  | W. A. GIBSON | 9833        | 60  |
| 02/20/10  | W. A. GIBSON | 9834        | 61  |
| 02/20/10  | W. A. GIBSON | 9835        | 62  |
| 02/20/10  | W. A. GIBSON | 9836        | 63  |
| 02/20/10  | W. A. GIBSON | 9837        | 64  |
| 02/20/10  | W. A. GIBSON | 9838        | 65  |
| 02/20/10  | W. A. GIBSON | 9839        | 66  |
| 02/20/10  | W. A. GIBSON | 9840        | 67  |
| 02/20/10  | W. A. GIBSON | 9841        | 68  |
| 02/20/10  | W. A. GIBSON | 9842        | 69  |
| 02/20/10  | W. A. GIBSON | 9843        | 70  |
| 02/20/10  | W. A. GIBSON | 9844        | 71  |
| 02/20/10  | W. A. GIBSON | 9845        | 72  |
| 02/20/10  | W. A. GIBSON | 9846        | 73  |
| 02/20/10  | W. A. GIBSON | 9847        | 74  |
| 02/20/10  | W. A. GIBSON | 9848        | 75  |
| 02/20/10  | W. A. GIBSON | 9849        | 76  |
| 02/20/10  | W. A. GIBSON | 9850        | 77  |
| 02/20/10  | W. A. GIBSON | 9851        | 78  |
| 02/20/10  | W. A. GIBSON | 9852        | 79  |
| 02/20/10  | W. A. GIBSON | 9853        | 80  |
| 02/20/10  | W. A. GIBSON | 9854        | 81  |
| 02/20/10  | W. A. GIBSON | 9855        | 82  |
| 02/20/10  | W. A. GIBSON | 9856        | 83  |
| 02/20/10  | W. A. GIBSON | 9857        | 84  |
| 02/20/10  | W. A. GIBSON | 9858        | 85  |
| 02/20/10  | W. A. GIBSON | 9859        | 86  |
| 02/20/10  | W. A. GIBSON | 9860        | 87  |
| 02/20/10  | W. A. GIBSON | 9861        | 88  |
| 02/20/10  | W. A. GIBSON | 9862        | 89  |
| 02/20/10  | W. A. GIBSON | 9863        | 90  |
| 02/20/10  | W. A. GIBSON | 9864        | 91  |
| 02/20/10  | W. A. GIBSON | 9865        | 92  |
| 02/20/10  | W. A. GIBSON | 9866        | 93  |
| 02/20/10  | W. A. GIBSON | 9867        | 94  |
| 02/20/10  | W. A. GIBSON | 9868        | 95  |
| 02/20/10  | W. A. GIBSON | 9869        | 96  |
| 02/20/10  | W. A. GIBSON | 9870        | 97  |
| 02/20/10  | W. A. GIBSON | 9871        | 98  |
| 02/20/10  | W. A. GIBSON | 9872        | 99  |
| 02/20/10  | W. A. GIBSON | 9873        | 100 |

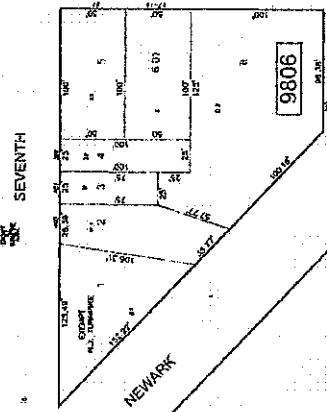
SEE SHEET 84

SEE SHEET 85

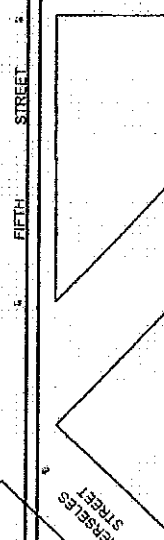
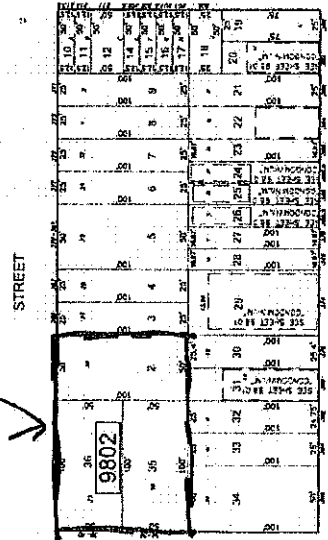
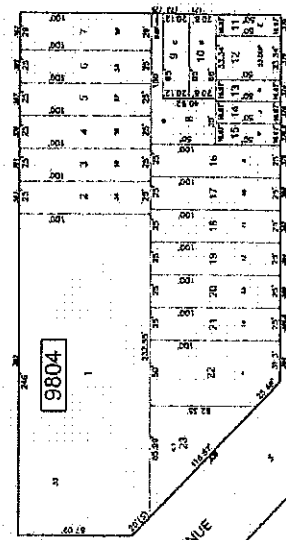
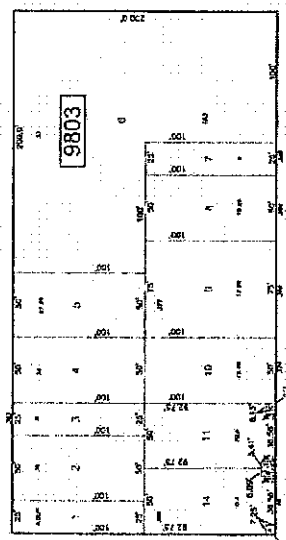
Site



SEE SHEET 84



SEE SHEET 109



SEE SHEET 109

SEE SHEET 99

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF 400 7<sup>TH</sup> STREET, LLC AS THE REDEVELOPER OF CERTAIN PROPERTY COMMONLY KNOWN AS 400-402 7<sup>TH</sup> STREET (BLOCK 9801, LOTS 14 AND 15) WITHIN THE BRUNSWICK TRIANGLE REHABILITATION AREA 2 WITHIN THE ENOS JONES REDEVELOPMENT AREA**

**WHEREAS**, the Agency is an instrumentality of the City of Jersey City (the “City”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of rehabilitation commonly known as the Brunswick Triangle Rehabilitation Area 2 (the “**Rehabilitation Area**”) and adopted a redevelopment plan for the Rehabilitation Area entitled the “Enos Jones Redevelopment Plan” (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

**WHEREAS**, certain properties identified on the City’s tax maps as Block 9801, Lots 14 and 15, also known as 400 and 402 7<sup>th</sup> Street (collectively, the “**Property**”) are located within the Rehabilitation Area and are governed by the Redevelopment Plan; and

**WHEREAS**, on August 21, 2018, the Agency adopted Resolution No. 18-08-06 conditionally designating 400 7<sup>th</sup> Street, LLC (the “**Redeveloper**”);

**WHEREAS**, on February 19, 2019, the Agency adopted Resolution No. 19-02-9 extending the designation of the Redeveloper as redeveloper of the Property for an additional period of up to thirty (30) days until April 20, 2019, with an option for an additional extension in the Agency’s Executive Director’s sole discretion for an additional thirty (30) days if necessary which was ultimately exercised; and

**WHEREAS**, Redeveloper’s designation is set to expire on May 20, 2019; and

**WHEREAS**, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until August 30, 2019, which period may be extended if necessary in the sole discretion of the Agency’s Executive Director for up to sixty (60) more days, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Property,

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

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

**Section 2.** The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until August 30, 2019, which period may be extended if necessary in the sole discretion of the Agency's Executive Director for up to sixty (60) more days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

**Section 3.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

**Section 4.** This Resolution shall take effect immediately.

  
\_\_\_\_\_  
DIANA H. JEFFREY, 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 its Regular Meeting held on May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |

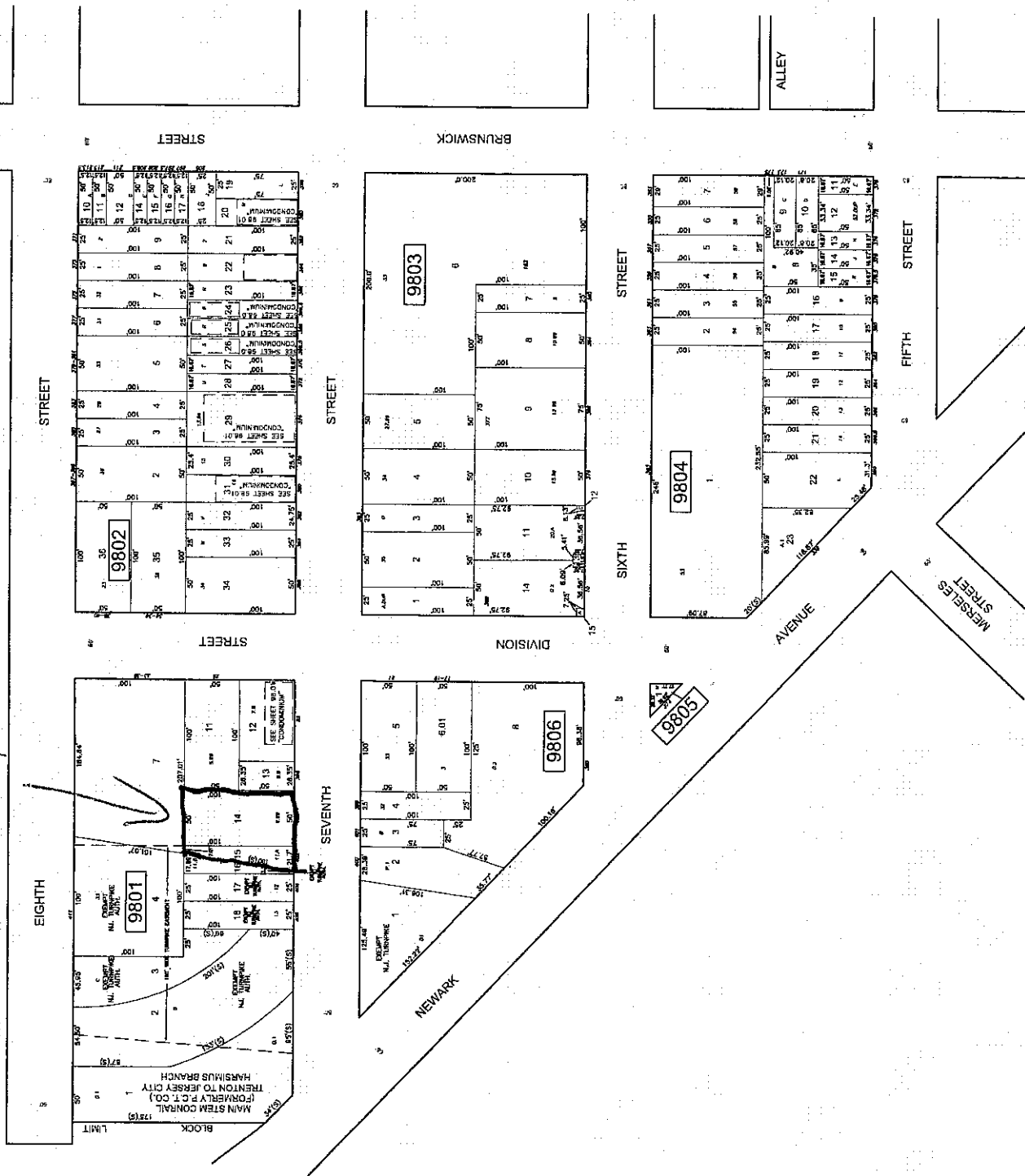
| REVISIONS |                     |        |       |       |
|-----------|---------------------|--------|-------|-------|
| DATE      | BY                  | LIC NO | BLOCK | LOT   |
| 10/2010   | CHARLES A. ATKINSON | 33994  | 9807  | 76    |
| 09/2017   | ED GAY              | 34842  | 9807  | 1, 12 |
| 03/2017   | ED GAY              | 34842  | 9807  |       |

SEE SHEET 84

SEE SHEET 85

SEE SHEET 84

SEE SHEET 109



SEE SHEET 109

SEE SHEET 99

BARH - COA#24GA2797330D

RICH.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF CARA SQUARED, LLC AS REDEVELOPER AND GRANTING AN ACCESS AGREEMENT FOR PROPERTY LOCATED AT BLOCK 22502, LOTS 1, 2 AND 3 WITHIN THE GREEN VILLA REDEVELOPMENT AREA**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency (the "Board") previously adopted Resolution 19-01-10 on January 15, 2019 conditionally designating Cara Squared, LLC as the redeveloper of the property commonly known as 133 Kearney Avenue, 137 Kearney Avenue, and 141 Kearney Avenue, Jersey City, New Jersey and identified on the City's official tax map as Block 22502, Lots 1, 2 and 3 (the "Property") located within the Green Villa Redevelopment Area; and

**WHEREAS**, Cara Squared, LLC proposes to construct a three (3) story mixed use project on the Property consisting of ground floor community space and two upper floor of residential units in accordance with the permitted uses within the Green Villa Redevelopment Plan; and

**WHEREAS**, by Resolution No. 19-01-10 adopted on January 15, 2019, the Agency designated Cara Squared, LLC (the "**Redeveloper**") as redeveloper of the Property, subject to the negotiation and execution of a redevelopment agreement between Redeveloper and the Agency; and

**WHEREAS**, the Agency wishes to enter into a site access agreement (the "**Access Agreement**") with Redeveloper to provide Redeveloper access to the Property for the purpose of performing pre-development testing; and

**WHEREAS**, the Board's designation of Cara Squared, LLC as the redeveloper of the Property was for an 120 day period and provided that unless the parties entered into a mutually acceptable redevelopment agreement before that deadline or unless the deadline was extended for an additional 30 day period by the Executive Director, the redeveloper designation would expire; and

**WHEREAS**, the parties wish to extend the designation of Cara Squared, LLC as the redeveloper of the Property for an additional term of ninety (90) days expiring on August 30, 2019, with the right of the Executive Director to provide Cara Squared, LLC with one sixty (60) day extension beyond that deadline in her sole discretion.

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

**Section 1.** The recitals hereto are hereby incorporated herein as if fully set forth at



length.

**Section 2.** The Executive Director is hereby authorized and directed to negotiate and execute an Access Agreement with Redeveloper as described herein.

**Section 3.** The designation of Cara Squared, LLC as the redeveloper of the Property is hereby extended for an additional term of ninety (90) days expiring on August 30, 2019, unless extended for a period of no more than sixty (60) additional days by the Executive Director in her sole discretion.

**Section 4.** If, by August 30, 2019, or such later date as established by the Executive Director in accordance with Section 2 hereof, the parties have not entered into a mutually acceptable redevelopment agreement, the designation of Cara Squared, LLC as redeveloper of the Property shall automatically expire without any need for further action by the Board.

**Section 5.** The Executive Director, Chairman, Vice Chairman, and/or Secretary are hereby authorized to execute any and all documents necessary to effectuate the purposes of this resolution in consultation with counsel.

\_\_\_\_\_  
DIANA H. JEFFREY, 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 May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |

| DATE      | BY             | REVISIONS |
|-----------|----------------|-----------|
| 10/1/2009 | JOHN A. MORALE | 1.01      |
| 10/1/2009 | JOHN A. MORALE | 1.02      |
| 10/1/2009 | JOHN A. MORALE | 1.03      |
| 10/1/2009 | JOHN A. MORALE | 1.04      |
| 10/1/2009 | JOHN A. MORALE | 1.05      |
| 10/1/2009 | JOHN A. MORALE | 1.06      |
| 10/1/2009 | JOHN A. MORALE | 1.07      |
| 10/1/2009 | JOHN A. MORALE | 1.08      |
| 10/1/2009 | JOHN A. MORALE | 1.09      |
| 10/1/2009 | JOHN A. MORALE | 1.10      |

SEE SHEET 211



SEE SHEET 224

SEE SHEET 231

THIS MAP HAS BEEN REVIEWED BY THE  
DIVISION OF TAXATION ON  
MAY 7, 2009, SIGNED  
BY SANTO C. DIDONATO, CTA AND  
ASSIGNED SERIAL NUMBER 859

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

SEE SHEET 226

SEE SHEET 212

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF RAJIV SOIN AS REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK 23202, LOT 75 WITHIN THE JACKSON HILL REDEVELOPMENT AREA**

**WHEREAS**, the City of Jersey City (the “City”) has designated that certain area known as the Jackson Hill Redevelopment Area (the “**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 has enacted the Jackson Hill Redevelopment Plan (as amended and supplemented from time to time, the “**Redevelopment Plan**”) to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, certain property identified on the City’s tax maps as Block 23202, Lot 75, commonly known as 284 Martin Luther King, Jr. Drive (the “**Property**”) is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

**WHEREAS**, on January 15, 2019, the Jersey City Redevelopment Agency (the “**Agency**”) adopted Resolution No. 19-01-11 conditionally designating Rajiv Soin, or an entity formed by him (the “**Redeveloper**”) as redeveloper of the Property; and

**WHEREAS**, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until August 30, 2019, which expiration date may be extended if necessary in the sole discretion of the Agency’s Executive Director for one (1) additional period of up to sixty (60) days, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement for the redevelopment of the Property,

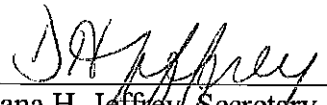
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

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

**Section 2.** The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until August 30, 2019, which expiration date may be extended if necessary in the sole discretion of the Agency’s Executive Director for one (1) additional period of up to sixty (60) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

**Section 3.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

**Section 4.** This Resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |            |            |                |               |
|--|------------|------------|----------------|---------------|
| <u>NAME</u>                                | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                            | ✓          |            |                |               |
| Douglas Carlucci                           | ✓          |            |                |               |
| Evelyn Farmer                              |            |            |                | ✓             |
| Erma D. Greene                             | ✓          |            |                |               |
| Darwin R. Ona                              | ✓          |            |                |               |
| Denise Ridley                              |            |            |                | ✓             |
| Daniel Rivera                              | ✓          |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE DESIGNATION OF RAJIV SOIN OR AN ENTITY FORMED BY HIM AS REDEVELOPER OF CERTAIN PROPERTY LOCATED AT BLOCK 23202, LOT 75, A/K/A 284 MARTIN LUTHER KING, JR. DRIVE, WITHIN THE JACKSON HILL REDEVELOPMENT**

**WHEREAS**, the City of Jersey City (the "City") has designated that certain area known as the Jackson Hill 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 has enacted the Jackson Hill Redevelopment Plan (as amended and supplemented from time to time, the "Redevelopment Plan") in order to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, Rajiv Soin, or an entity formed by him (the "Redeveloper"), proposes to redevelop that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 23202, Lot 75, commonly known as 284 Martin Luther King, Jr. Drive (the "Property") with a three-story mixed use building containing commercial space on the ground floor, and five residential units above (the "Project"); and

**WHEREAS**, the Agency wishes to designate Rajiv Soin, or an entity formed by him, 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.** Rajiv Soin, or an entity formed by him, is hereby designated as the Redeveloper of the Property for a period of 120 days from the date hereof, ending on May 15, 2019 unless extended for a period of no more than 30 days by the Executive Director in her sole discretion.

**Section 3.** If, by May 15, 2019 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, the designation of Rajiv Soin, or an entity formed by him, as Redeveloper of the Property shall automatically expire without any need for any further action of the Board.

**Section 4.** The Chair, Vice-Chair, 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.

**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 January 15, 2019.**

  
Diana H. Jeffrey, Secretary

| RECORD OF COMMISSIONERS VOTE |     |     |         |        |
|------------------------------|-----|-----|---------|--------|
| NAME                         | AYE | NAY | ABSTAIN | ABSENT |
| Donald R. Brown              | ✓   |     |         |        |
| Douglas Carlucci             | ✓   |     |         |        |
| Evelyn Farmer                | ✓   |     |         |        |
| Erma D. Greene               | ✓   |     |         |        |
| Darwin R. Ona                | ✓   |     |         |        |
| Denise Ridley                | ✓   |     |         |        |
| Daniel Rivera                | ✓   |     |         |        |

[illegible]

**SEE SHEET 226**

232

CLAREMONT  
VENUE

ROSE  
AVENUE

KING DRIVE

GRANT

## APPENDIX

OCEAN

SEE SHEET 233

LUTHER

SEE SHEET 231

**MYRTLE**

**AVENUE**

AVENUE

MYRTLE  
AVENUE

DR. MARTIN

**BOSTWICK**

AVENUE

SEE SHEET 236

SEE SHEET 235

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

THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
DIVISION OF TAXATION ON  
MAY, 2009, SIGNED  
BY SANTO G. DIDONATO, CTA AND  
ASSIGNED SERIAL NUMBER 950

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
SCALE: 1" = 50' AUGUST, 2006  
RICHARD A. MORALLE, P.E., P.L.S.  
T & M ASSOCIATES  
11 TINDALL ROAD, HADDON TOWNSHIP  
NEW JERSEY 07040

232

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING AND RESTATING RESOLUTION NO. 19-04-7 AUTHORIZING A LICENSE AGREEMENT FOR FILM PRODUCTION AT AGENCY-OWNED PROPERTIES WITHIN THE JACKSON HILL REDEVELOPMENT AREA**

**WHEREAS**, the City of Jersey City (the “**City**”) has designated that certain area known as the Jackson Hill Redevelopment Area (the “**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 has enacted the Jackson Hill Redevelopment Plan, as amended and supplemented from time to time, to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, the Jersey City Redevelopment Agency (the “**Agency**”) owns certain properties located within the Redevelopment Area identified on the official Tax Maps of the City as Block 23202, Lot 79, commonly known as 292 Martin Luther King Drive (the “**Filming Site**”), and Block 22601, Lots 1, 2, 3, 4 and 5, commonly known as 354-358 Martin Luther King Drive and 55-61 Kearney Avenue (the “**Parking Lot**”; together with the Filming Site, the “**Property**”); and

**WHEREAS**, Home Box Office, Inc. (the “**Company**”) has requested that the Agency enter into a license agreement (the “**License Agreement**”) allowing the Company to temporarily occupy portions of the Property for film production; and

**WHEREAS**, on April 16, 2019, the Board of Commissioners adopted Resolution No. 19-04-7 authorizing the License Agreement allowing the Company to temporarily occupy the Filming Site; and

**WHEREAS**, the Agency desires to grant the Company additional access to the Parking Lot for the purpose of temporarily storing vehicles used in film production; and

**WHEREAS**, the Agency further desires to make the Company’s access to the Property contingent upon the Company’s payment of a one-time, non-refundable license fee in the amount of Ten Thousand Dollars (\$10,000.00),

**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.

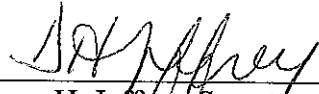
**Section 2.** The Executive Director, in consultation with counsel, is hereby authorized to negotiate and execute a License Agreement with the Company for a term not to exceed twelve (12) months in exchange for a one-time, non-refundable license fee of Ten Thousand Dollars (\$10,000.00).



**Section 3.** The Chairman, Vice-Chair, 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.

**Section 4.** This Resolution supersedes, amends and restates Resolution No. 19-04-7 adopted on April 16, 2019, and by adoption hereof Resolution 19-04-7 is hereby rescinded and repealed.

**Section 5.** This Resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                     | ✓          |            |                |               |
| Douglas Carlucci                    | ✓          |            |                |               |
| Evelyn Farmer                       |            |            |                | ✓             |
| Erma D. Greene                      | ✓          |            |                |               |
| Darwin R. Ona                       | ✓          |            |                |               |
| Denise Ridley                       |            |            |                | ✓             |
| Daniel Rivera                       | ✓          |            |                |               |

## **LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (the "**Agreement**") is effective this 1<sup>st</sup> day of May, 2019 (the "**Effective Date**") by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey, with offices at 66 York Street, 3<sup>rd</sup> Floor, Jersey City, New Jersey 07302 (the "**Agency**"), and **RANDOM PRODUCTIONS, LLC.**, ("Producer") a corporation of the State of Delaware, with offices at 1100 Avenue of the Americas, New York, New York 10036 (together with the Agency, the "**Parties**"; each, a "**Party**").

### **W I T N E S S E T H :**

**WHEREAS**, the City of Jersey City (the "**City**") has designated that certain area known as the Jackson Hill Redevelopment Area (the "**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.; and

**WHEREAS**, the City has enacted the Jackson Hill Redevelopment Plan (the "**Plan**") to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, the Agency owns certain properties located within the Redevelopment Area identified on the official Tax Maps of the City as Block 23202, Lot 79, commonly known as 292 Martin Luther King Drive (the "**Filming Site**"), and Block 22601, Lots 1, 2, 3, 4 and 5, commonly known as 354-358 Martin Luther King Drive and 55-61 Kearney Avenue (collectively, the "**Parking Lot**"; together with the Filming Site, the "**Premises**"); and

**WHEREAS**, Producer intends to use a portion of the Filming Site for the purposes of filming scenes for a six (6) part, limited television series entitled The Plot Against America (the "**Series**"); and

**WHEREAS**, Producer intends to use the Parking Lot for the sole purpose of storing vehicles to be used during filming of the Series; and

**WHEREAS**, by this Agreement Producer, together with its agents, representatives, designees, consultants, contractors, and/or subcontractors (collectively, the "**Entrants**"), is permitted to temporarily occupy a portion of the Premises for the purposes described in this Agreement, subject to the terms and conditions of this Agreement which are set forth below.

**NOW, THEREFORE**, in consideration for the promises and covenants set forth herein, and for other good and valuable consideration, the Parties hereby agree to the following terms and conditions:

1. Recitals Incorporated. The recitals hereto are hereby incorporated herein as if set forth at length.

2. Grant of Entry. The Agency hereby grants Entrants a limited, non-exclusive, non-transferable, non-assignable right to enter the Premises for purposes of filming certain scenes for the Series at the Filming Site, including without limitation photographing the Filming Site and reproducing the Filming Site elsewhere for the purpose of photographing the same by means of film, tape, videotape, digital formats or other medium (collectively, the "Recordings"), and placement of any and all necessary facilities and equipment, including temporary sets, on the Filming Site, and for the purpose of storing vehicles at the Parking Lot (collectively, the "**Filming**"), all at the Entrants' sole cost and expense. At the Filming Site only, Entrants may, but need not, remove or change signs and/or make other modifications to the storefront, provided, however, that if any such modifications are made, the existing fixtures must be replaced in their original positions upon expiration of this Agreement as further set forth herein. The access provided by this Agreement does not create any interest in, title to, or right of possession of the Premises, or any rights as a tenant by Entrants. The Agency may cause the Entrants to cease any activity at the Premises if such activity is not conducted in accordance with this Agreement, applicable law and/or the Plan upon giving oral notice (a "**Stop Notice**") and a reasonable opportunity to cure such activity to Producer. The Agency shall provide Producer with written explanation of the basis for any Stop Notice within two (2) business days after giving the Stop Notice.

3. Term. This Agreement shall commence on the Effective Date and shall terminate upon both the completion of filming, including any added scenes or retakes and all required restoration of the Premises, but in no event later than November 20, 2019, unless terminated by the Agency on an earlier date in accordance with Section 10 of this Agreement (the "**Term**").

4. License Fee. Immediately upon execution of this Agreement, Producer shall pay to the Agency a one-time, non-refundable license fee of Ten Thousand Dollars (\$10,000.00) (the "**License Fee**"). The License Fee shall be paid by check.

5. Use of Premises. Producer acknowledges that tenants of the Agency and/or other authorized parties (the "**Authorized Parties**") may occupy portions of the Premises during the Term, provided, however, that such occupation shall not unreasonably interfere with Entrants' permitted use of the Filming Site. Entrants, in exercising the rights granted hereunder, shall not unreasonably interfere with the Authorized Parties' access to, operations on or use of the Premises or the Agency's access to, operations on or use of the Premises. Specifically, the parties anticipate filming will commence on Monday, May 13. To ensure the access granted by this Agreement will not cause such unreasonable interference, all access to the Premises by Entrants shall be upon no less than three (3) days' advance notice ("**Notification of Planned Access**"), by contacting the Agency's designated representative to receive such notices identified herein. Any Notification of Planned Access provided by Entrants shall set forth the proposed date(s) and time(s) of entry, identify all persons and entities who shall enter upon the Premises, the estimated duration of the entry, the type of equipment to be used and portions of the Premises where the Filming will take place. Prior to commencement of Filming, the Agency shall review and approve Entrants' Notification of Planned Access, which approval shall not be unreasonably withheld. The Agency shall raise any concerns with the Notification of Planned Access at least (1) one business day in advance of the commencement of the Filming activities contemplated in the Notification of Planned Access. The Agency shall have the right to, but is not obligated to, have representatives present during each such access to the Premises to observe all Filming and any activities related thereto.

6. Rights. The Agency hereby grants to Producer and its licensees, successors and assigns the exclusive right (but not the obligation) to use, reproduce, exhibit and otherwise exploit the Recordings, in whole or in part, in any and all media and by any and all means now known or hereafter devised, throughout the world, in perpetuity. Producer shall solely and exclusively own and control all rights, title and interest of whatever nature (including without limitation all copyrights) in and to the Recordings, throughout the world, in perpetuity.

7. Insurance. As a condition to entry onto the Premises, Entrants shall procure and deliver (or cause to be procured and delivered) to the Agency insurance, for their own benefit and the benefit of the Agency and the City, from an "A" rated carrier, and shall maintain such insurance during all periods in which the Entrants may exercise any of their rights and privileges under this Agreement, in the following types and amounts:

|                                 |  |
|---------------------------------|--|
| Comprehensive General Liability | \$5,000,000 / occurrence and<br>\$10,000,000 aggregate |
|---------------------------------|--|

|                      |                        |
|----------------------|------------------------|
| Automobile Liability | \$5,000,000 / accident |
|----------------------|------------------------|

Prior to initial entry onto the Premises, Producer and all Entrants shall supply the Agency with certificates of insurance evidencing such coverage and naming the Agency and the City as additional insureds under the policies, but only with respect to liability for bodily injury for property damage caused by the acts or omissions of the Producer in the performance of its ongoing operations. Producer shall cause any agreements with its consultants, contractors and subcontractors to include a requirement that the consultant, contractor and subcontractor provide identical insurance as Producer and name the Agency and the City as additional insureds as specified herein.

8. Indemnification. It is understood that the right of entry provided by this Agreement will be at Producer and Entrants' sole risk, and Producer will indemnify, defend, and hold the Agency harmless, including its respective collective officers, employees, agents, servants, guests, contractors, and representatives from all losses, claims, liabilities, damages, obligations, payments, costs, penalties, fines, and expenses, including reasonable outside attorneys' fees, engineering fees, or other professional or expert fees that arise from or are in any way related to: (a) negligent act(s), error(s), omission(s) or willful misconduct of the Entrants occurring during or relating to any entry pursuant to this Agreement, or (b) any breach by the Entrants of any term, condition, or covenant set forth in this Agreement, except to the extent caused by the negligence or willful misconduct of the Agency. The provisions of this paragraph shall survive termination of this Agreement.

9. Reports; Documentation. Producer shall provide the Agency with copies of all final reports, mockups or other documentation depicting improvements to be made on or in the Filming Site, if any, within seven (7) days of Producer's commencement thereof, or promptly upon request, whichever is earlier.

10. Notices. All notifications made pursuant to this Agreement, shall be served by UPS or Federal Express and shall be simultaneously sent in writing via electronic mail:

For the Agency:

Diana H. Jeffrey,

Esq.

Jersey City Redevelopment Agency

66 York Street, Floor 3

Jersey City, New Jersey 07302

Email: [djeffrey@jcnj.org](mailto:djeffrey@jcnj.org)

With a copy to:

Jennifer L. Credidio, Esq.

McManimon Scotland & Baumann,

LLC 75 Livingston Avenue, Floor 2

Roseland, New Jersey 07068

Email:

[jcredidio@msbnj.com](mailto:jcredidio@msbnj.com) For

Producer:

Ryan Ferguson

Random Productions, LLC. 34-02

Starr Avenue, 2<sup>nd</sup>-Floor Long

Island City, New York 11102 E-

mail: [ryan.ferguson@me.com](mailto:ryan.ferguson@me.com)

With a copy to:

Home Box Office, Inc.

Legal Department

1100 Avenue of the

Americas New York, New

York 10036

11. Termination. The Agency shall have the right to terminate this Agreement in whole or in part upon fourteen (14) days' written notice to Producer for any reason, which termination shall be effective upon the date indicated in such notice. In the case of exigent circumstances, however, the Agency reserves the right, in its sole and unreviewable discretion, to immediately terminate this Agreement to protect public health or safety. Producer shall immediately discontinue performing the Filming on or before the date indicated in the termination notice.

12. Election Not to Proceed. Producer shall have no obligation to use the Premises or include the Premises in the Series. Should Producer elect at any time not to use the Premises, written notice thereof will be given by Producer to the Agency. If such written notice is given prior to the Entrants' use of the Premises, the Parties shall be released from any and all of their

respective obligations hereunder, except in such case the Agency shall retain the full License Fee. If such written notice is given after Producer uses the Premises, Producer shall remain obligated to restore the Premises as provided herein and the Agency shall retain the full License Fee.

13. Performance. Producer shall conduct all activities on the Premises in a workmanlike manner. Producer shall not cause any permanent damage to the Premises. The Entrants shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of their respective professions, as applicable, performing the kind of activities being performed hereunder and practicing in the same or similar locality during the same general period of time. Producer shall pay for all activities performed and shall cause its authorized consultants, agents, contractors, and subcontractors, as the case may be, to pay for all Filming activities, free and clear of all mechanic's and construction liens and encumbrances. While on the Premises, Entrants shall take necessary precautions for the safety of their officers, employees, contractors and agents. All Entrants shall comply with all applicable federal, state, county and local statutes, regulations, ordinances, rules, orders, or requirements (including occupational safety statutes and regulations) in performing hereunder and shall comply with any directions of governmental agencies relating to safety, security, traffic or other like matters.

14. Assignment. Producer shall not transfer or assign its rights or obligations under this Agreement. Notwithstanding the foregoing, this restriction shall not be deemed to inhibit or prevent Producer's assignment of rights in and to the Recordings in connection with the distribution or other exploitation thereof.

15. Restoration of Premises. Producer shall take reasonable precautions to minimize damage to the Premises during Filming. Producer shall restore the Premises to as close to its condition existing at the time Filming began as is possible, normal wear and tear excepted. Producer, at its own cost and expense, shall obtain all governmental approvals (local, state and federal) and any other approvals necessary for Filming, including obtaining applicable permits from the City and the New Jersey Department of State, Division of Motion Picture & Television Commission, prior to the commencement of any Filming. The Agency shall reasonably cooperate with Producer to comply with this Section 14. The Agency shall provide Producer with a copy of all site plans, mappings, and drawings already in its possession that show the existence and location of any and all public and/or private subsurface utilities at the Premises within five (5) business days of Producer's request for same given in accordance with Section 9 herein. Producer shall be fully responsible for any and all damage to existing improvements, utilities, or communications systems on the Premises caused as a result of Filming, normal wear and tear excepted.

16. Removal of Property. Upon termination of access under this Agreement, Producer, at its sole cost and expense, shall remove all equipment, fixtures, vehicles and objects used on the Premises during the Term. In the event that same is not removed after reasonable efforts are made to contact Producer, the same shall be deemed abandoned and the Agency shall have the right to dispose of the same and charge Producer for any cost of disposing thereof.

17. Release. The Agency shall not be responsible for any loss or theft sustained by Producer during Producer's access to the Premises. Producer shall release and hold the Agency harmless for loss of or damage to property and equipment of Producer while such property or equipment is in or on the Premises.

18. In no event shall Agency, its successors and assigns, or any other party now or hereafter having an interest in the Premises, seek or be entitled to injunctive or other equitable relief, to prevent or otherwise interfere with the distribution, exhibition or other exploitation of the Recordings.

19. Binding Agreement. This Agreement is binding upon and inures to the benefit of the Agency and Producer and their respective administrators, personal representatives, successors, transferees, lessees and assigns (as permitted by this Agreement).

20. Entire Agreement. This Agreement constitutes the Parties' entire agreement on this subject. There are no written or oral representations or understandings that are not fully expressed in this Agreement. No change, waiver, or discharge is valid unless in writing and signed by the Party against whom it is sought to be enforced.

21. Severability. If any part of this Agreement is for any reason found to be unenforceable, all other portions of this Agreement shall nevertheless remain enforceable.

22. Non-Waiver. The waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any other breach of that term or condition or of any other term or condition.

23. Governing Law. This Agreement is governed by and will be construed and enforced under New Jersey law, without regard for its choice of law principles. Each of the Parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Hudson County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby and to the laying of venue in such court. Each Party hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a judge and without a trial by jury.

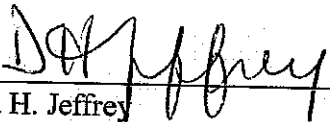
24. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile signatures, each of which shall be deemed an original agreement, but all of which together shall constitute one and the same instrument. PDF signatures by the Parties shall be considered originals for purposes of this Agreement.

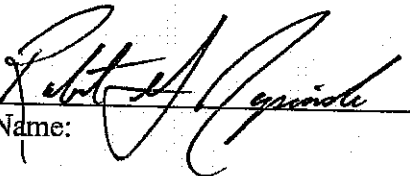
25. Authorized Signatories. Each person executing this Agreement represents that the Party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such Party.

*[Signatures appear on the following page]*

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first above written.

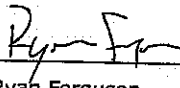
**JERSEY CITY REDEVELOPMENT  
AGENCY**

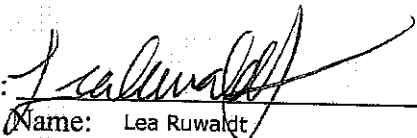
By:   
Diana H. Jeffrey  
Executive Director

Attest:   
Name: \_\_\_\_\_

**HOME BOX OFFICE, INC.**

**By: Random Productions, LLC.**

By:   
Name: Ryan Ferguson  
Title: Assistant Location Manager

Attest:   
Name: Lea Ruwaldt



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A LICENSE AGREEMENT FOR FILM PRODUCTION AT AGENCY-OWNED PROPERTY LOCATED AT 292 MARTIN LUTHER KING JR. DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA**

**WHEREAS**, the City of Jersey City (the "**City**") has designated that certain area known as the Jackson Hill Redevelopment Area (the "**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 has enacted the Jackson Hill Redevelopment Plan (as amended and supplemented from time to time, the "**Redevelopment Plan**") in order to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**") owns certain property located within the Redevelopment Area commonly known as 292 Martin Luther King Jr. Drive (the "**Property**"); and

**WHEREAS**, Home Box Office, Inc. (the "**Company**") has requested that the Agency enter into a license agreement (the "**License Agreement**") allowing the Company to temporarily occupy a portion of the Property and to film at that location,

**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.** The Executive Director is hereby authorized to negotiate and execute a License Agreement with the Company for a term not to exceed twelve (12) months.

**Section 3.** The Chairman, Vice-Chair, 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.

**Section 4.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 April 16, 2019.**

| RECORD OF COMMISSIONERS VOTE |     |     |         |        |
|------------------------------|-----|-----|---------|--------|
| NAME                         | AYE | NAY | ABSTAIN | ABSENT |
| Donald R. Brown              | ✓   |     |         |        |
| Douglas Carlucci             | ✓   |     |         |        |
| Evelyn Farmer                | ✓   |     |         |        |
| Erma D. Greene               | ✓   |     |         |        |
| Darwin R. Ona                | ✓   |     |         |        |
| Denise Ridley                | ✓   |     |         |        |
| Daniel Rivera                | ✓   |     |         |        |

**SEE SHEET 226**

SEE SHEET 233

SEE SHEET 1236

## TAX MAP

CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY

SCALE: 1"=50' AUGUST, 2008  
RICHARD A. MORALLE, P.E., P.L.S.

**T & M ASSOCIATES**  
111 TINDALL ROAD, MIDDLETOWN TOWNSHIP  
NEW JERSEY 07748

THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
DIVISION OF TAXATION ON  
MAY, 2008, SIGNED  
BY SANTO C. DIDONATO, CTA AND  
ASSIGNED SERIAL NUMBER 959

SEE SHEET 235

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED  
DRAFTING/DESIGN (CAD/D) AND COORDINATE GEOMETRY.  
SRH - COM 24CA-2973300

HB

## **HBO | THE PLOT AGAINST AMERICA**

April 11, 2019

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

Mr Napiorski:

Home Box Office (HBO) in association with Random Productions, LLC., is currently in production of a new six-part limited-series entitled *The Plot Against America*. Based on the Philip Roth novel of the same name, *The Plot Against America* imagines an alternative history where Charles Lindbergh - famed aviator and supporter of the America First movement - wins the 1940 presidential election against Franklin Delano Roosevelt. The series is being adapted and executive produced by David Simon (*The Wire*, *The Deuce*, *Treme*).

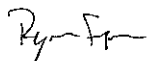
Several scenes in our story take place on a shopping district or commercial street. We have identified Martin Luther King Drive between Claremont Avenue and Myrtle Avenue in Jersey City as the ideal place to stage these scenes. The architecture and distinct facades of the businesses in this location create an engaging, period appropriate landscape to set the story into.

At present we are scheduled to film on Martin Luther King Jr Drive on Wednesday, May 15 and Thursday, May 16. We would begin preparing the various properties for filming as early as May 1. Included with the letter is a mockup of what we would like to do to the exterior of 292 MLK Drive. The work list on the mockup is not yet final but represents the kind of work we would like to do. TO be clear, all our work is temporary and the property will be restored upon completion of filming.

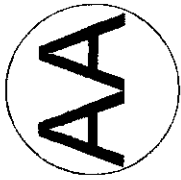
Please be assured that we are fully insured for our activities and will furnish certificates of insurance naming any parties involved with our production as additionally insured under our policy. Furthermore we are working with all relevant local, state and federal agencies to obtain the proper permits and permissions for our work including the New Jersey Motion Picture & Television Commission and the City of Jersey City.

I thank you for your time and attention in consideration of this proposal. I can make myself available at your convenience to discuss any part of this in greater detail.

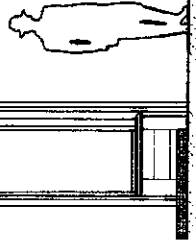
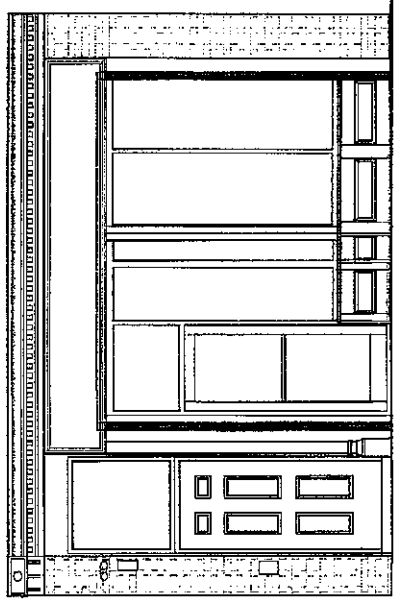
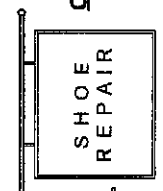
Sincerely,



Ryan Ferguson  
Assistant Location Manager  
*The Plot Against America*  
HBO|Random Productions, LLC.



OH SIGN #17



# **GENERAL NOTES:** **ART DEPARTMENT:**

- Design new Hanging Sign, discuss Install w/ Construction & Locations.
- Provide Sizes for all Graphics shown, AND sizes for all Glass for add'l GFX.
- Figure out how (and if) additional Lighting over Front Sign and perpendicular sign needed?
- Design fake door plug
- Design side covers next to rails

# **CONSTRUCTION:**

- Large OH Perpendicular Hanging Sign
- New Fake Door Plug into store
- Build Roll Gate Rail Covers. (contact?)
- Repair broken and missing sections of panels at bottom of store front

# **SCENIC:**

- Clean-Up bottom Panels
- Paint & Age one built Sign.
- Paint & Age one graphic sign over existing sign.
- Paint store front and new door plug

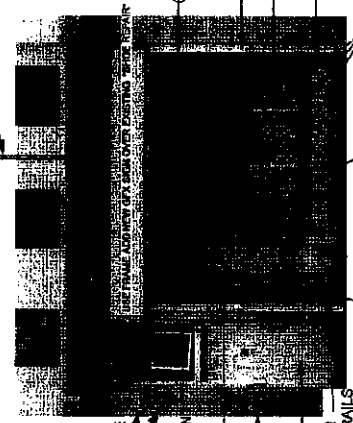
# **SET DEC:**

- Install valances and blinds
- Install Graphic Panels overhead. (Into existing Frames...)
- Who installs the large OH sign?
- Window display insl

# **GRAPHICS:**

- Design and Fabricate GFX for upper Sign Panels. Give to Scenics.
- Design as necessary Font Layouts for OH Hanging Signs.
- Design and Fabricate any additional Window GFX for Set Dec to Place.

HANGING SIGN #17



COVER OR REMOVE

REMOVE SIGN

BUILT PANEL

OVER OR REMOVE

PAINT DOOR

WOOD COVER ON SECURITY GATE RAILS

ADD VALANCE AND BLINDS

BUILT PANEL

ADD WINDOW DISPLAY IN

WOOD COVER ON SECURITY GATE RAILS

PAINTED PANELS AND CONTACT ALL STOREFRONT BASE

DOOR SKIN NOT PRACTICAL

292 MARTIN LUTHER KING DR  
VACANT STORE - SHOE REPAIR

**THE PLOT AGAINST AMERICA**

FOR THE PLAYERS AND THE PRODUCTION TEAM

NAME: **SCOTT OF THE BUILT BUILT BUILT**

STREET: **1000 N. VESPER STREET**

CITY: **CHICAGO, IL 60607**

PHONE: **312.555.1212**

FAX: **312.555.1212**

EMAIL: **SCOTT@BUILT BUILT BUILT.COM**

WEBSITE: **WWW.BUILT BUILT BUILT.COM**

DATE: **10/1/07**

BY: **AA**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
AUTHORIZING AN EXTENSION OF THE SITE ACCESS  
AGREEMENT WITH CANBIS, LLC WITH RESPECT TO  
693-701 NEWARK AVENUE AND 30 COTTAGE STREET  
WITHIN THE JOURNAL SQUARE 2060  
REDEVELOPMENT AREA**

**WHEREAS**, the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”) authorizes municipalities to determine whether certain parcels of land located therein constitute areas in need of redevelopment and to create redevelopment plans which provide development controls for any area so designated; and

**WHEREAS**, pursuant to the Redevelopment Law, the City of Jersey City (the “**City**”) designated certain parcels known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment and adopted the Journal Square 2060 Redevelopment Plan (the “**Redevelopment Plan**”) to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, the Jersey City Redevelopment Agency (the “**Agency**”) owns those certain properties identified on the official tax maps of the City as Block 7902, Lots 25, 26, 27, 28, 29 and 45 and commonly known as 693-701 Newark Avenue and 30 Cottage Street (collectively, the “**Property**”), which Property is within the Redevelopment Area and subject to the Redevelopment Plan; and

**WHEREAS**, by Resolution No. 18-08-31 adopted on August 21, 2018, the Agency designated Canbis, LLC (“**Canbis**”) as redeveloper of the Property, subject to the negotiation and execution of a redevelopment agreement between Canbis and the Agency; and

**WHEREAS**, by Resolution No. 18-10-11 adopted on October 16, 2018, the Agency authorized execution of a site access agreement with Canbis (the “**Access Agreement**”) to grant Canbis access to the Property for the purpose of performing pre-development testing; and

**WHEREAS**, the Access Agreement is set to expire in June 2019; and

**WHEREAS**, the Agency has determined it is necessary to extend the term of the Access Agreement for one (1) additional period of six (6) months (the “**Extension**”),

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

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

**Section 2.** The Agency hereby authorizes the Extension of the Access Agreement.

**Section 3.** The Chairman, Vice Chairman, Executive Director, Secretary and other necessary Agency officials are hereby authorized to execute and deliver the Extension and any and all other documents necessary to effectuate this Resolution in consultation with counsel.

**Section 4.** The Chairman, Vice Chairman, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the Access Agreement and this Resolution.

**Section 5.** This Resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting held on May 21, 2019.**

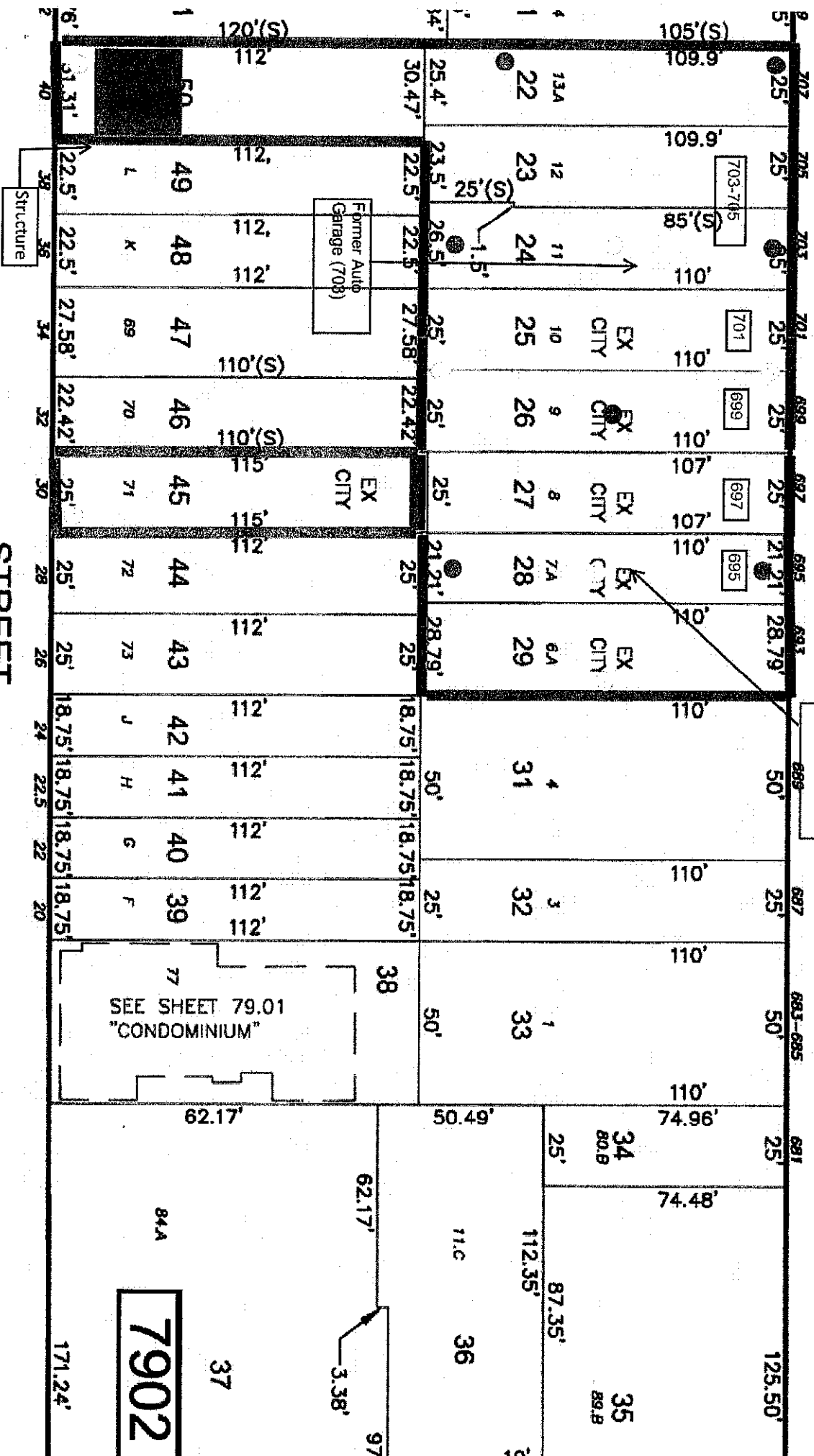
  
DIANA H. JEFFREY, Secretary

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |

# AVENUE



**Possible former  
dry cleaner (6995)**





**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING  
THE ISSUANCE OF A PROJECT NOTE IN CONNECTION  
WITH THE PATHSIDE REDEVELOPMENT PROJECT AND  
DETERMINING CERTAIN OTHER MATTERS RELATED  
THERE TO IN THE JOURNAL SQUARE 2060  
REDEVELOPMENT AREA**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, constituting Chapter 79 of the Pamphlet Laws of the State of New Jersey of 1992, as amended and supplemented (the "**Redevelopment Law**"), the Jersey City Redevelopment Agency (the "**Agency**") has heretofore been created by the City of Jersey City (the "**City**"), and is a public body politic and corporate of the State of New Jersey (the "**State**"), organized and existing under the Redevelopment Law, and the designated redevelopment entity for, among other redevelopment areas, the Journal Square Redevelopment Area; and

**WHEREAS**, the City desired to aid and assist the Agency with the acquisition, operation, maintenance, management, financing, construction and/or improvement of the Journal Square Redevelopment Area in accordance with the Journal Square 2060 Redevelopment Plan, adopted by the City on July 14, 2010; and

**WHEREAS**, pursuant to that certain resolution of the Agency, adopted on November 21, 2017 and entitled "Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency Authorizing the issuance of Revenue Bonds, Series 2017 (Tax-Exempt) (Pathside Redevelopment Project) (City Guaranteed), for the Acquisition of Block 9501, Lot 22 (25 Pathside), the Execution of a Trust Indenture to Secure the Bonds, and Determining Other Matters Related Thereto" (the "**Original Bond Resolution**") and that certain Indenture of Trust, dated as of May 1, 2018, by and between the Agency and U.S. Bank National Association (the "**Original Indenture**"), the Agency is authorized to issue revenue bonds and/or project notes in an amount not to exceed \$10,000,000 (the "**Pathside Bonds**"); and

**WHEREAS**, in furtherance of the above, the City and the Agency entered into that Subsidy Agreement, dated as of May 1, 2018 (the "**Pathside Subsidy Agreement**"), pursuant to which, the City agreed to fund any shortfall in the Agency's ability to pay the debt service on the Pathside Bonds, up to an amount of \$10,000,000; and

**WHEREAS**, on May 31, 2018, under the Original Bond Resolution and Original Indenture, the Agency issued its \$10,000,000 Project Note (Series 2018) (Pathside Redevelopment Project) (City Guaranteed) (Tax-Exempt) (the "**2018 Note**"); and

**WHEREAS**, the Agency used the proceeds of the 2018 Note to finance: (i) the acquisition and improvement/maintenance of an approximately 58,000 square foot

building (the "**Facility**") in the City for the purpose of developing a regional museum; (ii) costs associated with a museum development consultant (the "**Museum Development Consultant**"); (iii) capitalized interest on the 2018 Note; and (iv) certain costs incurred by the Agency and the City in connection with the authorization, issuance and delivery of the 2018 Note; and

**WHEREAS**, the Agency now desires to authorize the issuance of a supplemental project note (the "**2019 Note**") for the purposes of: (i) currently refunding, at or prior to its maturity, the 2018 Note; and (ii) paying the costs of issuance of the 2019 Note; and

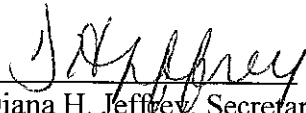
**WHEREAS**, in connection with the 2019 Note, the Agency desires to authorize the execution of a supplemental indenture (the "**Supplemental Indenture**"), along with other agreements, documents, certificates, opinions and other instruments, including but not limited to a note purchase contract and continuing disclosure agreement (if applicable), as are deemed necessary and appropriate in connection with the issuance of the 2019 Note; and

**WHEREAS**, toward those ends, the Agency desires to adopt this resolution to supplement the Original Bond Resolution.

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

1. The recitals above are incorporated herein as if set forth fully at length herein.
2. Capitalized terms used but not defined herein shall have the meaning set forth in the Original Indenture.
3. The terms and conditions with respect to the 2019 Note, shall be as substantially set forth in the Supplemental Indenture of Trust to be placed on file with the Executive Director of the Agency, together with such changes, insertions and modifications as approved by the Authorized Agency Representative, in consultation with the Agency's counsel and bond counsel, as are hereby approved and made a part of this resolution.
4. The Authorized Agency Representative or a duly appointed Agency designee is hereby authorized to prepare and release a preliminary official statement, an official statement, and to execute such other agreements, documents, certificates, opinions and other instruments, including but not limited to the Supplemental Indenture, note purchase contract, continuing disclosure agreement (if applicable), as are deemed necessary and appropriate in connection with the issuance of the 2019 Note.

5. This resolution shall take effect immediately and the Secretary of the Agency shall cause a copy to be filed for public inspection in the offices of the Agency and the Clerk of the City.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |            |            |                |               |
|--|------------|------------|----------------|---------------|
| <u>NAME</u>                                | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                            | ✓          |            |                |               |
| Douglas Carlucci                           | ✓          |            |                |               |
| Evelyn Farmer                              |            |            |                | ✓             |
| Erma D. Greene                             | ✓          |            |                |               |
| Darwin R. Ona                              | ✓          |            |                |               |
| Denise Ridley                              |            |            |                | ✓             |
| Daniel Rivera                              | ✓          |            |                |               |

**FIRST SUPPLEMENTAL INDENTURE**

**By and Between**

**JERSEY AGENCY REDEVELOPMENT AGENCY**

**and**

**U.S. BANK NATIONAL ASSOCIATION**

**Relating To**

**\$10,000,000 PRINCIPAL AMOUNT OF  
PROJECT NOTE (SERIES 2019)  
(PATHSIDE REDEVELOPMENT PROJECT) (CITY GUARANTEED)  
[(TAX-EXEMPT)/(FEDERALLY TAXABLE)]**

**Dated as of May 1, 2019**

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## FIRST SUPPLEMENTAL INDENTURE

This First Supplemental Indenture, dated as of May 1, 2019 (**"First Supplemental Indenture"**), by and between the **JERSEY AGENCY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (the **"Agency"**), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association with trust and fiduciary powers in the State of New Jersey, as trustee (the **"Trustee"**).

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, constituting Chapter 79 of the Pamphlet Laws of the State of New Jersey of 1992, as amended and supplemented (the **"Redevelopment Law"**), the Jersey City Redevelopment Agency (the **"Agency"**) has heretofore been created by the City of Jersey City (the **"City"**), and is a public body politic and corporate of the State of New Jersey (the **"State"**), organized and existing under the Redevelopment Law, and the designated redevelopment entity for, among other redevelopment areas, the Journal Square Redevelopment Area; and

**WHEREAS**, the City desired to aid and assist the Agency with the acquisition, operation, maintenance, management, financing, construction and/or improvement of the Journal Square Redevelopment Area in accordance with the Journal Square 2060 Redevelopment Plan, adopted by the City on July 14, 2010; and

**WHEREAS**, pursuant to that certain resolution of the Agency, adopted on November 21, 2017, entitled "Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency Authorizing the issuance of Revenue Bonds, Series 2017 (Tax-Exempt) (Pathside Redevelopment Project) (City Guaranteed), for the Acquisition of Block 9501, Lot 22 (25 Pathside), the Execution of a Trust Indenture to Secure the Bonds, and Determining Other Matters Related Thereto" (the **"Original Bond Resolution"**) and that certain Indenture of Trust, dated as of May 1, 2018, by and between the Agency and the Trustee (the **"Original Indenture"**) and, together with this First Supplemental Indenture, the **"Indenture"**), the Agency is authorized to issue revenue bonds and/or project notes in an amount not to exceed \$10,000,000 (the **"Pathside Bonds"**); and

**WHEREAS**, in furtherance of the above, the City and the Agency entered into a Subsidy Agreement, dated as of May 1, 2018 (the **"Pathside Subsidy Agreement"**), pursuant to which, the City agreed to fund any shortfall in the Agency's ability to pay the debt service on the Pathside Bonds, up to an amount of \$10,000,000; and

**WHEREAS**, on May 31, 2018, under the Original Bond Resolution and Original Indenture, the Agency issued its \$10,000,000 Project Note (Series 2018) (Pathside Redevelopment Project) (City Guaranteed) (Tax-Exempt) (the **"2018 Note"**); and

**WHEREAS**, the Agency used the proceeds of the 2018 Note to finance: (i) the acquisition and improvement/maintenance of an approximately 58,000 square foot building (the **"Facility"**) in the City for the purpose of developing a regional museum; (ii) costs associated with a museum development consultant (the **"Museum Development Consultant"**); (iii)

capitalized interest on the 2018 Note; and (iv) certain costs incurred by the Agency and the City in connection with the authorization, issuance and delivery of the 2018 Note; and

**WHEREAS**, on May 21, 2019, the Agency adopted a resolution (the “**Supplemental Bond Resolution**” and, together with the Original Bond Resolution, the “**Bond Resolution**”) authorizing the issuance of a supplemental project note (the “**2019 Note**”) for the purposes of: (i) currently refunding, at or prior to its maturity, the 2018 Note; and (ii) paying the costs of issuance of the 2019 Note; and

**WHEREAS**, in connection with the 2019 Note, the Agency, in the Supplemental Bond Resolution, authorized the execution of this First Supplemental Indenture, along with other agreements, documents, certificates, opinions and other instruments, including but not limited to a note purchase contract and continuing disclosure agreement (if applicable), as are deemed necessary and appropriate in connection with the issuance of the 2019 Note; and

**WHEREAS**, the 2019 Note issued under the Indenture is secured as provided in the Indenture solely by the Trust Estate (as defined in the Original Indenture); and

**WHEREAS**, the execution and delivery of this First Supplemental Indenture and the issuance of the 2019 Note under the Indenture have been in all respects duly and validly authorized by the Bond Resolution.

**NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH THAT:**

## ARTICLE I

### SHORT TITLE, DEFINITIONS AND AUTHORITY

Section 1.1. Short Title. This First Supplemental Indenture shall be known as and may be designated by the short title "First Supplemental Indenture."

Section 1.2. Definitions. The terms defined in the Preambles and Recitals to this First Supplemental Indenture shall have the meanings set forth therein.

All words and phrases defined in Section 1.01 of the Indenture shall have the same meanings in this First Supplemental Indenture, except as otherwise appears in this Section 1.2. In addition, the following term shall have the following meaning, unless the context otherwise requires:

**Purchaser** means [\_\_\_\_\_].

Section 1.3. Authority. This First Supplemental Indenture is executed pursuant to the provisions of the Redevelopment Law, the Indenture and the Bond Resolution. Nothing in this First Supplemental Indenture, expressed or implied, is intended to or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Agency, the Trustee, the Paying Agent, the Registrar, any other Fiduciary and the holders of the 2019 Note, any right, remedy or claim under or by reason of this First Supplemental Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this First Supplemental Indenture contained by and on behalf of the Agency shall be for the sole and exclusive benefit of the Agency, the Trustee, the Paying Agent, the Registrar, any other Fiduciary and the holders of the 2019 Note.

## ARTICLE II

### AUTHORIZATION, TERMS AND ISSUANCE OF 2019 NOTE

Section 2.1. Principal Amount, Designation and Series. (a) Pursuant to the provisions of the Indenture and in particular Section 3.02 thereof, the 2019 Note is hereby authorized to be issued in the principal amount of \$10,000,000. The 2019 Note shall be distinguished from the Bonds of all other Series by the title "Project Note, Series [2019] (Pathside Redevelopment Project) (City Guaranteed) ([Tax-Exempt/Federally Taxable])." The 2019 Note shall be considered to be an issue of Refunding Bonds for all purposes of the Indenture. The 2019 Note is secured as provided in the Indenture and as set forth in Section 3.2 herein.

(b) The 2019 Note shall be sold to the Purchaser on the terms and conditions set forth in the Certificate of the Agency executed on the date of sale of the 2019 Note.

Section 2.2. Purposes. The 2019 Note is issued for the purposes of, along with unspent proceeds of the 2018 Note: (i) currently refunding, at or prior to its maturity, the 2018 Note; and (ii) paying the costs of issuance of the 2019 Note.



Section 2.3. Date, Maturity, Interest Rate and Place of Payment. The 2019 Note shall be dated its date of issuance. The 2019 Note shall bear current interest payable on the date and at the interest rate per annum set forth on Schedule A. Principal of the 2019 Note shall be payable by the Paying Agent in the amount and on the date set forth on Schedule A. The 2019 Note shall be payable at the place and in the manner set forth in the Indenture. Upon its issuance, the 2019 Note will be maintained under a book-entry system with The Depository Trust Company.

Section 2.4. Form, Denomination and Number. The 2019 Note will be issued in the form set forth in Exhibit A to the Indenture, as one fully registered note without coupon, numbered 1, in a single denomination equal to the principal amount of the 2019 Note.

Section 2.5. Conditions Precedent to Issuance of 2019 Note. The Trustee shall not deliver the 2019 Note to the Purchaser or on its order unless theretofore or simultaneously therewith the requirements of Section 3.02 of the Indenture have been satisfied.

Section 2.6. Redemption of 2019 Note. The 2019 Note shall not be subject to redemption prior to its stated maturity.

### **ARTICLE III**

#### **APPLICATION OF PROCEEDS OF THE 2019 NOTE; SECURITY FOR THE 2019 NOTE**

Section 3.1. Application of Series 2019 Note Proceeds and Use of Funds and Accounts. The proceeds from the sale and delivery of the 2019 Note shall be deposited as set forth in a Certificate delivered to the Trustee on behalf of the Agency upon the issuance of the 2019 Note.

Section 3.2. Security for the 2019 Note. The 2019 Note shall be secured by the Trust Estate (as defined in the Indenture).

### **ARTICLE IV**

#### **MISCELLANEOUS**

Section 4.1. First Supplemental Indenture Construed with Indenture. All of the provisions of this First Supplemental Indenture shall be deemed to be and construed as part of the Indenture to the same extent as if fully set forth therein.

Section 4.2 Amendment of Indenture. Notwithstanding anything in the Indenture to the contrary, in the event the Bonds, including the 2019 Note, are rated by a Rating Agency, no amendment of the Indenture under Article 12 shall be effective until such Rating Agency confirms that such amendment shall not cause the rating applicable to such Bonds, including the 2019 Note, to be downgraded or withdrawn.

Section 4.3 Assignment of Subsidy Agreement. Notwithstanding anything in the Indenture to the contrary, in the event the Bonds, including the 2019 Note, are rated by a Rating

Agency, the Agency will not agree or consent to an assignment of the Subsidy Agreement until such Rating Agency confirms that such assignment shall not cause the rating applicable to such Bonds, including the 2019 Note, to be downgraded or withdrawn.

Section 4.4 Accelerated Payment in the Event of a Default. The second paragraph in Section 9.01 of the Original Indenture is revised as follows (deleted language is shown as ~~strikethrough~~ and additional language is underlined):

If ~~any of the foregoing an~~ Event of Default under Section 9.01(a), (b) or (c) shall occur or be continuing with respect to the Bonds, including the 2019 Note, the Trustee may, with the consent of the Bondholder Representative, and shall, at the written direction of the Bondholder Representative, by written notice given to the Agency and the City (provided that the default has not theretofore been cured), declare the principal of all Bonds then Outstanding to be due and payable immediately and upon such declaration, without further action, said principal together with interest accrued thereon, shall become due and payable immediately at the place of payment provided in the said notice, anything in this Indenture or in said Bonds to the contrary notwithstanding. If an Event of Default under Section 9.01(d) shall occur or be continuing with respect to the Bonds, including the 2019 Note, the Trustee may take action as authorized under Section 9.03.

Section 4.5. Indenture as Supplemented to Remain in Effect. Save and except as herein supplemented by this First Supplemental Indenture, the Indenture shall remain in full force and effect.

Section 4.6. Execution in Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 4.7. Severability. If any section, paragraph, clause, or provision of this First Supplemental Indenture shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this First Supplemental Indenture.

Section 4.8. Confirmation of Actions. All actions (not inconsistent with the provisions of this First Supplemental Indenture) heretofore taken by the Agency directed toward the issuance and sale of the 2019 Note are hereby ratified, approved, and confirmed.

Section 4.9. Governing Law. This First Supplemental Indenture shall be construed in accordance with the laws of the State of New Jersey.

Section 4.10. Notices. Any notice, demand, direction, request, or other instrument authorized or required by this First Supplemental Indenture to be given to or filed with the Agency, the Trustee, the Paying Agent or the Registrar, shall be deemed to have been sufficiently given or filed for all purposes, if any, when delivered or sent by registered or certified mail, return receipt requested, postage prepaid, and, if given by telex, telegraphic or electronic means, shall be deemed given when transmitted (receipt confirmed) to the following addresses; provided that facsimile or electronic transmissions of notices shall only be deemed to have been sufficiently given or filed for all purposes if the Agency and the Fiduciaries have

agreed to accept notices by facsimile or electronic communication, such notice has been sent by a person authorized to give such notice and receipt of such notice has been confirmed.

**If to the Agency:**

Jersey City Redevelopment Agency  
66 York Street, 3<sup>rd</sup> Floor  
Jersey City, New Jersey 07302  
Attention: Executive Director

**With a copy to:**

McManimon, Scotland & Baumann, LLC  
75 Livingston Avenue, Suite 201  
Roseland, New Jersey 07068  
Attn: Kevin P. McManimon, Esq.

**If to the Trustee:**

U.S. Bank Global Corporate Trust  
333 Thornall Street, Fourth Floor  
Edison, New Jersey 08837

**With a copy to:**

Wilentz, Goldman & Spitzer, P.A.  
90 Woodbridge Center Drive  
Woodbridge, New Jersey 07095  
Attn: John T. Kelly, Esq.

**If to the City:**

City of Jersey City  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302  
Attn: Deputy Mayor/Assistant Corporation Counsel

**With a copy to:**

Archer  
10 Highway 35  
Red Bank, New Jersey 07701-5902  
Attn: John M. Cantalupo, Esq.

The Agency and the Fiduciaries may, by like notice to each other, designate any further or different addresses to which subsequent notices shall be sent.

Section 4.11. Refunding Bonds. Notwithstanding anything in the Indenture to the contrary, the Agency shall not be required to comply with the provisions of the last sentence of the first paragraph of Section 3.03 of the Original Indenture in connection with the issuance of the 2019 Note.

**{Remainder of page intentionally left blank. Signature page follows.}**

**IN WITNESS WHEREOF**, the Agency and the Trustee have caused these presents to be signed and attested by their respective officers thereunto duly authorized and this First Supplemental Indenture to be dated as of the day and year first above written.

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Chairman

ATTEST:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

\_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

{SIGNATURE PAGE TO FIRST SUPPLEMENTAL INDENTURE}

**SCHEDULE A**  
**TERMS OF 2019 NOTE**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH 626-630 NEWARK AVENUE LLC FOR THE REDEVELOPMENT OF BLOCK 8101, LOTS 28 AND 29 WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

**WHEREAS**, the Agency is an instrumentality of the City of Jersey City (the “City”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “Redevelopment Law”); and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of redevelopment commonly known as the Journal Square 2060 Redevelopment Area (the “Redevelopment Area”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Journal Square 2060 Redevelopment Plan” (as the same may be amended and supplemented from time to time, the “Redevelopment Plan”); and

**WHEREAS**, by Ordinance No. 17-174, the City Council amended the Redevelopment Plan to provide language for an incentive bonus involving the reconstruction and extension of Central Avenue located within the Redevelopment Area (the “Central Avenue Connector”); and

**WHEREAS**, the certain properties identified on the City’s tax maps as Block 8101, Lots 29 and 29, commonly known as 626-628 Newark Avenue and 630-632 Newark Avenue, respectively (collectively, the “Property”) are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

**WHEREAS**, on February 20, 2018, by Resolution No. 18-02-9, the Agency designated Namdar Group, LLC or an entity to be formed by them as redeveloper of the Property to allow time for the Parties to negotiate and enter into a redevelopment agreement for the redevelopment of the Property, which designation was extended by the Agency by Resolution No. 18-12-11 adopted on December 18, 2018; and

**WHEREAS**, Namdar Group LLC has formed 626-630 Newark Avenue LLC (the “Redeveloper”) to undertake the redevelopment of the Property; and

**WHEREAS**, the Agency now wishes to authorize the execution of a redevelopment agreement with the Redeveloper (the “Redevelopment Agreement”) for the redevelopment of the Property with a project consisting of a twenty-seven (27) story mixed-use building with approximately 538 residential units, 7,953 square feet of retail space, and 31,820 square feet of office space, together with associated parking and certain related on-site and off-site improvements, including the financing and implementation of the Central Avenue Connector, all as further described in the Redevelopment Agreement and in accordance with the Redevelopment Plan,

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

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

**Section 2.** The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Redevelopment Amendment, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with Counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with Counsel.

**Section 3.** This Resolution shall take effect immediately.

  
 DIANA H. JEFFERAY, 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 its Regular Meeting held on May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |





**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE  
EXECUTION OF A REDEVELOPMENT AGREEMENT WITH  
HOMESTEAD ASSEMBLAGE LLC FOR THE REDEVELOPMENT OF  
BLOCK 7902, LOTS 43 AND 44, AND BLOCK 7903, LOTS 19, 38 AND 39  
WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

**WHEREAS**, the Agency is an instrumentality of the City of Jersey City (the “City”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of redevelopment commonly known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Journal Square 2060 Redevelopment Plan” (as the same may be amended and supplemented from time to time, the “**Redevelopment Plan**”); and

**WHEREAS**, by Ordinance No. 17-174, the City Council amended the Redevelopment Plan to provide language for an incentive bonus involving the construction, implementation and maintenance of a pedestrian plaza and walkway from Cottage Street to and including Homestead Place (the “**Homestead Place Extension**”); and

**WHEREAS**, the certain properties identified on the City’s tax maps as Block 7902, Lots 43 and 44, and Block 7903, Lots 19, 38 and 39 (the “**Property**”) are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

**WHEREAS**, on February 20, 2018, the Agency designated Homestead Assemblage LLC (the “**Redeveloper**”) as redeveloper of the Property to allow time for the Parties to negotiate and enter into a redevelopment agreement for the redevelopment of the Property, which designation was extended by the Agency on December 18, 2018; and

**WHEREAS**, the Agency now wishes to authorize the execution of a redevelopment agreement with the Redeveloper for the redevelopment of the Property in three (3) phases (the “**Redevelopment Agreement**”) consisting of the assemblage of the Property; the design, finance, construction, implementation and maintenance of the Homestead Place Extension in accordance with the provisions of the Redevelopment Plan; and the construction of a phased, mixed-use project containing approximately 824 residential units, a banquet hall of approximately 5,953 square feet, a house of worship of approximately 7,318 square feet, a preschool of approximately 9,994 square feet, approximately 36,379 square feet of office space, approximately 5,009 square feet of retail space, together with certain related on-site and off-site improvements, all as further described in the 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 incorporated herein as if set forth at length.

**Section 2.** The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Redevelopment Amendment, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with Counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with Counsel.

**Section 3.** This Resolution shall take effect immediately.

  
 DIANA H. JEFFEREY, 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 its Regular Meeting held on May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |

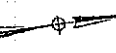
# Homestead

SEE SHEET 85

SEE SHEET 81

NEWARK

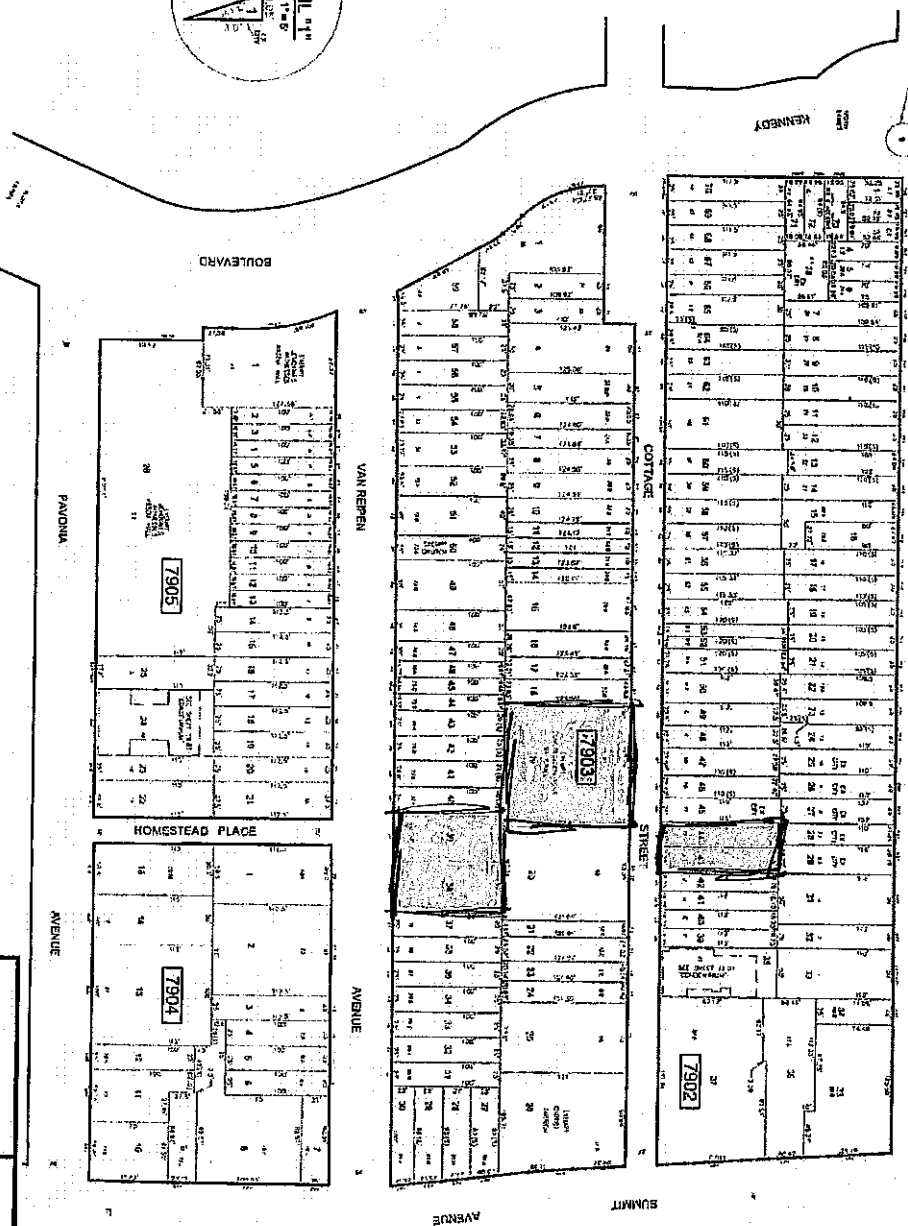
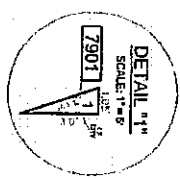
AVENUE



SEE SHEET 81

SEE SHEET 80

SEE SHEET 94



| LOT  | OWNER | AREA |
|------|-------|------|
| 7901 | ...   | ...  |
| 7902 | ...   | ...  |
| 7903 | ...   | ...  |
| 7904 | ...   | ...  |

SEE SHEET 95

DATE - 02/04/2010

THIS MAP HAS BEEN GIVEN A  
FORMAL CERTIFICATION BY THE  
DIVISION OF TAXATION ON  
MAY 7, 2008, ISSUED  
BY SAITO C. CERDASO, CTA AND  
ASSIGNED SERIAL NUMBER 955

**TAX MAP**  
CITY OF JERSEY CITY  
HUDSON COUNTY, NEW JERSEY  
DATE 7-1-10  
RICHARD A. MORALLE, P.E., P.L.S.  
11 THIRIAL ROAD, HOBOKEN, NJ 07030  
NEW JERSEY OFFICE

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A  
PROFESSIONAL SERVICES AGREEMENT WITH PHILLIPS PREISS  
GRYGIEL LEHENY HUGHES, LLC FOR PROFESSIONAL PLANNING  
CONSULTANT SERVICES IN THE MORRIS CANAL  
REDEVELOPMENT AREA**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), the City of Jersey City (the “**City**”) adopted a redevelopment plan known as the Morris Canal Redevelopment Plan (the “**Redevelopment Plan**”) to effectuate and regulate the redevelopment of the Morris Canal Redevelopment Area (the “**Redevelopment Area**”); and

**WHEREAS**, certain property identified as Block 17503, Lot 1 on the official tax maps of the City, commonly known as 125 Monitor Street (the “**Property**”), is located within the Redevelopment Area; and

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Agency has a need for professional planning consulting services to be performed in connection with the Agency’s activities at the Property, including but not limited to the undertaking of a study and preparation of a planning analysis report with respect thereto (the “**Planning Consulting Services**”); and

**WHEREAS**, Phillips Preiss Grygiel Leheny Hughes, LLC (“**Phillips Preiss**”) submitted a proposal to the Agency dated May 3, 2019, attached hereto (the “**Proposal**”), with proposed standard hourly rates and estimated total cost to perform the Planning Consulting Services; and

**WHEREAS**, the Agency wishes to enter into a professional service agreement with Phillips Preiss to perform the Planning Consulting Services as set forth in the Proposal for a term expiring within one (1) year or upon the completion of the Planning Consulting Services, whichever is earlier, and for a contract amount not-to-exceed Fifteen Thousand Dollars (\$15,000.00); and

**WHEREAS**, the Agency intends to pay such contract amount with funds available in the escrow account established pursuant to Section 2.09 of that certain Redevelopment Agreement by and between the Agency and Graffiti 125, LLC dated January 27, 2016; and

**WHEREAS**, pursuant to *N.J.S.A. 40A:11-2(6)* and *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”), contracts for which the subject matter consists of professional services may be awarded without public bidding; and

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

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

**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** The Board of Commissioners hereby authorizes a professional services agreement with Phillips Preiss for the performance of professional planning consulting services in an amount not-to-exceed Fifteen Thousand Dollars (\$15,000.00) and for a term expiring within one (1) year or upon completion of the Planning Consulting Services, whichever is earlier.

**Section 3.** The Chairman, Vice-Chairman, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement and any and all other documents, or undertake all actions, necessary to effectuate this Resolution, in consultation with counsel.

**Section 4.** This Resolution shall take effect immediately.

  
DIANA H. JEFFREY, 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 May 21, 2019.**

| <b>RECORD OF COMMISSIONERS VOTE</b> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                     | ✓          |            |                |               |
| Douglas Carlucci                    | ✓          |            |                |               |
| Evelyn Farmer                       |            |            |                | ✓             |
| Erma D. Greene                      | ✓          |            |                |               |
| Darwin R. Ona                       | ✓          |            |                |               |
| Denise Ridley                       |            |            |                | ✓             |
| Daniel Rivera                       | ✓          |            |                |               |

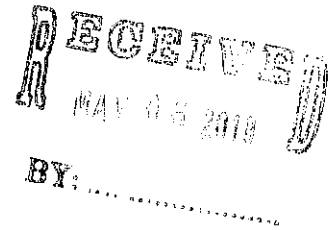
**PHILLIPS  
PREISS**

Planning & Real Estate Consultants

PHILLIPS  
PREISS  
GRYGIEL  
LEHENY  
HUGHES  
LLC

May 3, 2019

Diana Jeffrey  
Executive Director  
Jersey City Redevelopment Agency  
66 York Street - 3<sup>rd</sup> Floor  
Jersey City, New Jersey 07302



**Re: Planning Consulting Services - 125 Monitor Street**

Dear Ms. Jeffrey:

As per our recent meeting, please accept the following as our proposal to provide planning consulting services in connection with the above-referenced matter, which involves the condemnation of property located at 125 Monitor Street in the City of Jersey City on the part of the Jersey City Redevelopment Agency (JCRA). The appraiser for the JCRA is Value Research Group. As a component of the appraisal, and in determining the highest and best use of the property, Value Research will require a planning analysis from our firm to assess the underlying zoning and to determine, consistent with relevant case law, the reasonable probability of obtaining variance relief to support development of the property in a manner that is not consistent with said zoning. Our firm will conduct that investigation and prepare a report documenting our findings and conclusions for use by Value Research in preparing its appraisal.

We would propose to bill for services based upon our standard 2019 hourly rates set forth below.

|                                      |       |
|--------------------------------------|-------|
| Paul A. Phillips, Managing Principal | \$300 |
| Richard M. Preiss, Principal         | \$275 |
| Paul Grygiel, Principal              | \$210 |
| Elizabeth Leheny, Principal          | \$175 |
| Keenan Hughes, Principal             | \$210 |
| Senior Associates                    | \$150 |
| Senior Urban Designers               | \$160 |
| Associates                           | \$145 |
| Senior Planners                      | \$135 |
| Planners                             | \$125 |
| Graphic Designers                    | \$125 |
| Support                              | \$50  |

We would estimate that cost of undertaking the study and submitting a planning report to be in the range of approximately \$10,000 - \$15,000. Such estimate does not include time to be spent at depositions, commissioner's hearings, trial, etc. as may be required.



PHILLIPS  
PREISS  
GRYGIEL  
LEHENY  
HUGHES  
LLC

Planning & Real Estate Consultants

We look forward to assisting you on this project.

Sincerely yours,

Paul A. Phillips, P.P., AICP

cc: Chris Fiore

J19154

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF NOVUS EQUITIES, LLC AS REDEVELOPER OF CERTAIN PROPERTY COMMONLY KNOWN AS 1052-1068 GARFIELD AVENUE AND 467, 461, AND 457 COMMUNIPAW AVENUE LOCATED WITHIN THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency (the “**Agency**”) is an instrumentality of the City of Jersey City (the “**City**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

**WHEREAS**, the City has designated that certain area known as the Morris Canal Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, the City has enacted the Morris Canal Redevelopment Plan (as amended and supplemented from time to time, the “**Redevelopment Plan**”) to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, those certain properties identified on the City’s tax maps as Block 18901, Lots 6-15, more commonly known as 1052-1068 Garfield Avenue and 467, 461 and 457 Communipaw Avenue (collectively, the “**Property**”), are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

**WHEREAS**, on September 17, 2018, the Agency designated Novus Equities, LLC (the “**Redeveloper**”) as redeveloper of the Property to allow time for the parties to negotiate and enter into a redevelopment agreement for the redevelopment of the Property, which designation was extended by the Agency pursuant to Resolution No. 19-02-16 adopted on February 19, 2019; and

**WHEREAS**, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until August 30, 2019, which expiration date may be extended if necessary in the sole discretion of the Agency’s Executive Director for one (1) additional period of sixty (60) days, so that the Agency and Redeveloper may complete the negotiation of a redevelopment agreement,

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

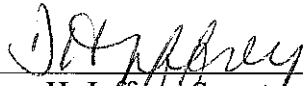
**Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.



**Section 2.** The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until August 30, 2019, which expiration date may be extended if necessary in the sole discretion of the Agency's Executive Director for one (1) additional period of sixty (60) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

**Section 3.** 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.

**Section 4.** This Resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |            |            |                |               |
|--|------------|------------|----------------|---------------|
| <u>NAME</u>                                | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                            | ✓          |            |                |               |
| Douglas Carlucci                           | ✓          |            |                |               |
| Evelyn Farmer                              |            |            |                | ✓             |
| Erma D. Greene                             | ✓          |            |                |               |
| Darwin R. Ona                              | ✓          |            |                |               |
| Denise Ridley                              |            |            |                | ✓             |
| Daniel Rivera                              | ✓          |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF NOVUS EQUITIES, LLC AS REDEVELOPER OF CERTAIN PROPERTY WITHIN THE MORRIS CANAL REDEVELOPMENT AREA COMMONLY KNOWN AS 1052-1068 GARFIELD AVENUE AND 467, 461, AND 457 COMMUNIPAW AVENUE**

**WHEREAS**, the Agency is an instrumentality of the City of Jersey City (the "City") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the "Redevelopment Law"); and

**WHEREAS**, the City has designated that certain area known as the Morris Canal Redevelopment Area (the "Redevelopment Area") as an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, the City has enacted the Morris Canal Redevelopment Plan (as amended and supplemented from time to time, the "Redevelopment Plan") in order to effectuate the redevelopment of the Redevelopment Area; and

**WHEREAS**, those certain properties identified on the City's tax maps as Block 18901, Lots 6-15, more commonly known as 1052-1068 Garfield Avenue and 467, 461 and 457 Communipaw Avenue (collectively, the "Property"), are located within the Redevelopment Area and are governed by the Redevelopment Plan

**WHEREAS**, on September 17, 2018, the Agency designated Novus Equities, LLC (the "Redeveloper") as redeveloper of the Property to allow time for the parties to negotiate and enter into a redevelopment agreement for the redevelopment of the Property; and

**WHEREAS**, the Agency desires to extend Redeveloper's designation as redeveloper of the Property for a period of ninety (90) days, until May 16, 2019, which period may be extended if necessary in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, so that the Agency and Redeveloper may complete 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.** The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until May 16, 2019, which period may be extended if necessary in the sole discretion of the Agency's Executive Director for one (1) additional period of thirty (30) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

**Section 3.** 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.

**Section 4.** This Resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 February 19, 2019.

| RECORD OF COMMISSIONERS VOTE |     |     |         |        |
|------------------------------|-----|-----|---------|--------|
| NAME                         | AYE | NAY | ABSTAIN | ABSENT |
| Donald R. Brown              | ✓   |     |         |        |
| Douglas Carlucci             | ✓   |     |         |        |
| Evelyn Farmer                |     |     |         | ✓      |
| Erma D. Greene               | ✓   |     |         |        |
| Darwin R. Ona                | ✓   |     |         |        |
| Denise Ridley                | ✓   |     |         |        |
| Daniel Rivera                | ✓   |     |         |        |

SEE SHEET 197

SEE SHEET 172

189



SEE SHEET 200

SEE SHEET 173

189

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A  
PROFESSIONAL SERVICES AGREEMENT WITH CME  
ASSOCIATES FOR ENGINEERING SERVICES AT BERRY  
LANE PARK WITHIN THE MORRIS CANAL  
REDEVELOPMENT AREA**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**"), the City of Jersey City (the "**City**") adopted a redevelopment plan known as the Morris Canal Redevelopment Plan (the "**Redevelopment Plan**") to effectuate and regulate the redevelopment of the Morris Canal Redevelopment Area (the "**Redevelopment Area**"); and

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**") is the owner of that certain property identified as Block 18901, Lot 1.01 on the official tax maps of the City (the "**Property**"), which is located within the Redevelopment Area; and

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Agency has a need for professional engineering services to be performed in connection with the design and construction of a pavilion on the Property; and

**WHEREAS**, in accordance with that certain Contract No. 18-05-BD5 by and between the Agency and CME Associates ("**CME**"), CME served as professional engineering consultant by completing bid preparation and bid phase services in connection with the Property; and

**WHEREAS**, CME submitted that certain proposal for Phase V Pavilion and Site Improvements at Berry Lane Park dated May 14, 2019 (the "**Proposal**") to continue performing professional engineering services at the Property; and

**WHEREAS**, the Agency wishes to enter into a professional service agreement with CME to perform construction administration services set forth in the Proposal for a term to expire no later than one (1) year after the effective date of such agreement and for a contract amount not to exceed One Hundred Fifty-Two Thousand Nine Hundred Twenty Dollars (\$152,920.00); and

**WHEREAS**, the Agency hereby certifies that it has funds available for such costs; and

**WHEREAS**, pursuant to *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**"), contracts for which the subject matter consists of professional services may be awarded without public bidding; and

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

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

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

**Section 2.** The Board of Commissioners hereby authorizes a professional services agreement with CME for the performance of professional engineering services in an amount not to exceed One Hundred Fifty-Two Thousand Nine Hundred Twenty Dollars (\$152,920.00) and for a term to expire no later than one (1) year after the effective date of such agreement, all in accordance with the terms and conditions set forth in the Agency's form professional services agreement

**Section 3.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the agreement and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

**Section 4.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the agreement and this resolution, all in accordance with the LPCL.

**Section 5.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |



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

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

May 14, 2019

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

Attn: Diana Jeffrey  
Executive Director

**RE: Berry Lane Park – Phase V  
Pavilion and Site Improvements  
Jersey City, New Jersey  
JCRA Contract No.: 18-05-BD5  
Our File: PJC00200.01**

Dear Ms. Jeffrey:

Pursuant to your office's request, we have reviewed the project status and outstanding balances for the above referenced project.

As part of the project, this office performed the following general engineering services for the JCRA that were outside our proposal:

- Review of Answering the Call Carnival 2018 and preparation of letter issued on September 27, 2018;
- Review of 'All You Can Gaming Tournament' and email recommendation on February 27, 2019;
- Various telephone calls regarding the potential 405-407 Ocean Avenue project;
- Coordination of the Day of Planting Event at Berry Lane Park, including negotiation, contracting, field meeting with Picerno-Giordano Construction for plant bed preparation, installation of left over planting and mulching of the areas. Field observation of work performed by Picerno.
- Attended public presentation with the Friends of Berry Lane Park reviewing the project.

In addition to the work listed above, our office completed the Bid Preparation and Bid Phase Services, respectively, as listed in our enclosed proposal dated May 4, 2018. As you are aware, the Bid Opening for this project was held on January 8, 2019.

As discussed with this office, this contract is set to expire this month. Enclosed Invoice Numbers 0233634 and 02355140, in the amounts of \$289.00 and \$3,275.75, respectively, are outstanding. A copy of the JCRA Accounts Payable Vouchers for each invoice are included, for your reference. In addition, Invoice No. 0240535, issued on April 15, 2019, in the amount of \$687.50, and Invoice No. 0241305, issued on April 30, 2019 in the amount of \$3,690.00, have recently been sent to the JCRA for processing. If additional copies are needed, feel free to contact this office. Therefore, the total outstanding amount is **\$7,942.25**. In addition, the construction administration phase of this project is currently ongoing and there will be additional billing as the project progresses.



Letter to Ms. Jeffrey  
May 14, 2019  
Page 2

As you are aware, Picerno-Giordano performed the work authorized as outlined above. Therefore, Picerno-Giordano has requested payment in the amount of **\$22,000.00**, which will be included in our next billing cycle.

Marvel Architects (Marvel), previously had a contract with Dresdner Robin, for construction administration services in the amount of \$29,684.00. As discussed with your office, we entered into a separate contract with Marvel due to Dresdner no longer being involved with the project. Marvel's revised construction administration fee for the project is in the amount of \$46,695.00.

The JCRA and our office have had numerous teleconference calls with the potential low bidder, ML, Inc., located out of Passaic, New Jersey, regarding the Project Labor Agreement and various Change Orders submitted by the ML, Inc. regarding same. This task is outside of our proposal and a new task is listed below for this phase.

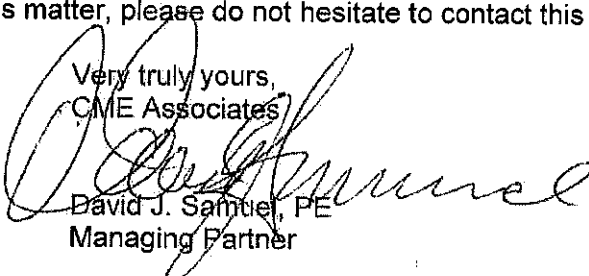
Our office recommends an extension of our contract, as the JCRA moves forward with contract negotiation and review of contractors change orders due to the P.L.A. and construction administration phase services of this project. Pursuant to the terms of our enclosed proposal dated May 4, 2018, our firm's updated rate schedule is enclosed. Accordingly, we respectfully submit the following remaining revised Professional Engineering Services cost estimates for the various tasks for the above referenced project:

|  |                     |
|--|---------------------|
| • Contract and Change Order Review due to P.L.A.                               | \$ 7,120.00         |
| • Construction Administration Phase Services                                   | \$ 95,805.00        |
| • Marvel Architects Construction Administration Services                       | \$ 46,695.00        |
| • Barone Engineering Associates, LLC, MEP Construction Administration Services | <u>\$ 3,300.00</u>  |
|  | Total: \$152,920.00 |

The remaining services and terms of our referenced proposal would remain in effect.

Should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,  
CME Associates

  
David J. Samtuel, PE  
Managing Partner

DJS/DM  
Enclosure

cc: Daniel Nazario, Jr., JCRA





**AUTHORITY CONSULTING ENGINEERING SERVICES**  
**GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2020**

|   |                   |
|---|-------------------|
| Senior Project Manager.....   | \$180.00 Per Hour |
| Project Manager.....  | \$179.00 Per Hour |
| Project Leader.....   | \$178.00 Per Hour |
| Professional Engineer.....  | \$177.00 Per Hour |
| Senior Project Engineer.....  | \$174.00 Per Hour |
| Project Engineer.....   | \$168.00 Per Hour |
| Senior Design Engineer.....   | \$166.00 Per Hour |
| Design Engineer.....  | \$164.00 Per Hour |
| Senior Engineering Technician.....                                    | \$152.00 Per Hour |
| Engineering Technician/Management Information Systems Technician..... | \$145.00 Per Hour |
| Professional Land Surveyor.....                                       | \$177.00 Per Hour |
| Land Surveyor.....  | \$153.00 Per Hour |
| Robotic Total Station.....  | \$ 70.00 Per Hour |
| Party Chief.....  | \$132.00 Per Hour |
| Survey Technician.....  | \$127.00 Per Hour |
| Resident Engineer.....  | \$154.00 Per Hour |
| Chief Construction Engineer.....                                      | \$159.00 Per Hour |
| Senior Construction Engineer.....                                     | \$154.00 Per Hour |
| Construction Engineer.....  | \$151.00 Per Hour |
| Chief Construction Technician.....                                    | \$147.00 Per Hour |
| Senior Construction Technician.....                                   | \$143.00 Per Hour |
| Construction Technician.....  | \$139.00 Per Hour |
| Technical Assistant.....  | \$104.00 Per Hour |
| Senior CADD Technician.....   | \$157.00 Per Hour |
| Licensed Landscape Architect.....                                     | \$153.00 Per Hour |
| Senior Landscape Designer.....  | \$143.00 Per Hour |
| Certified Tree Expert.....  | \$128.00 Per Hour |
| Landscape Designer.....   | \$118.00 Per Hour |
| Director of Planning.....   | \$180.00 Per Hour |
| Professional Planner.....   | \$170.00 Per Hour |
| Project Planner.....  | \$161.00 Per Hour |
| Planning Technician.....  | \$152.00 Per Hour |
| Partner.....  | \$199.00 Per Hour |
| Principal.....  | \$189.00 Per Hour |
| Managing Partner/Administrative Partner.....                          | \$211.00 Per Hour |

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# Aged Accounts Receivable

Wednesday, May 8, 2019  
6:19:42 PM

CME Associates

Aged as of 5/8/2019  
Job-to-Date through 5/31/2019

| Invoice   | Date       | Balance  | Current  | 31-60                      | 61-90 | 91-120 | Over 120 |
|---|------------|----------|----------|----------------------------|-------|--------|----------|
| Primary Client Name: JERSEY CITY REDEVELOPMENT AGENCY   |            |          |          |                            |       |        |          |
| Project Number: PJC00200.01 BERRY LANE PARK IMPROVEMENTS / Principal: SAMUEL / Project Manager: RUSSO             |            |          |          |                            |       |        |          |
| Client Ref Nbr:   |            |          |          |                            |       |        |          |
| 0233634   | 11/28/2018 | 289.00   |          |                            |       |        | 289.00   |
| 0235140   | 12/31/2018 | 3,275.75 |          |                            |       |        | 3,275.75 |
| 0240535   | 4/15/2019  | 687.50   | 687.50   |                            |       |        |          |
| 0241305   | 4/30/2019  | 3,690.00 | 3,690.00 |                            |       |        |          |
| Total for [blank]   |            | 7,942.25 | 4,377.50 |                            |       |        | 3,564.75 |
| Total for PJC00200.01   |            | 7,942.25 | 4,377.50 |                            |       |        | 3,564.75 |
| Last Receipt Amount:  |            | 1,503.50 | Date     | 4/24/2019 Invoice 0239444  |       |        |          |
| Project Number: PJC00200.02 BERRY LANE PARK BASEBALL FIELD NET IMPVT / Principal: SAMUEL / Project Manager: RUSSO |            |          |          |                            |       |        |          |
| Client Ref Nbr:   |            |          |          |                            |       |        |          |
| 0234876   | 12/31/2018 | 49.00    |          |                            |       |        | 49.00    |
| Last Receipt Amount:  |            | 300.00   | Date     | 12/26/2018 Invoice 0233205 |       |        |          |
| Project Number: PJC00200.03 SKATE PARK IMPROVEMENTS / Principal: SAMUEL / Project Manager: RUSSO                  |            |          |          |                            |       |        |          |
| Client Ref Nbr:   |            |          |          |                            |       |        |          |
| 0240536   | 4/15/2019  | 672.00   | 672.00   |                            |       |        |          |
| Last Receipt Amount:  |            | 435.00   | Date     | 4/8/2019 Invoice 0237367   |       |        |          |
| Total for JERSEY CITY REDEVELOPMENT AGENCY  |            | 8,663.25 | 5,049.50 |                            |       |        | 3,613.75 |

**Jersey City Redevelopment Agency**  
**Accounts Payable Voucher**

Contract No. 18-05-BD5

Project No. PJC00200.01

Date: APRIL 5, 2019

|   |                    |
|---|--------------------|
| To <b>CME ASSOCIATES</b>  |                    |
| Address in Full <b>3141 BORDENTOWN AVENUE, PARLIN, NJ 08859</b> |                    |
| Vendor's Invoice No. <b>0233634</b>                             | Purchase Order No. |
| Delivered to  |                    |

| Description of Services Rendered or Articles Delivered  | Quantity | Unit | Unit Price | Amount |     |
|---|----------|------|------------|--------|-----|
| Professional services rendered to provide bid and construction administration services for Berry Lane Park Pavillion Building per attached invoice. |          |      |            | 289    | .00 |
|   |          |      |            |        |     |
|   |          |      |            |        |     |
| Invoice No. 0233634   |          |      |            |        |     |
| CONTRACT NO. #18-05-BD5   |          |      |            |        |     |
|   |          |      |            |        |     |
| Total   |          |      |            | 289    | .00 |

**AFFIDAVIT OF VENDOR**

State of New Jersey }  
County of Middlesex } s.s.

Amy Terhune

(Insert name of proprietor or corporate officer and title of such officer)

CME Associates

(Insert name of partnership or corporation)

their his  
having ~~its~~ principal  
its

place of business 3141 Bordentown Avenue, Parlin, New Jersey 08859

(Insert complete address)

Being duly sworn, says that the above voucher is a bona fide claim against the Jersey City Redevelopment Agency, Jersey City, New Jersey; that the charge therein set forth is correct, reasonable, justly due and owing; that no bonus or "kickback" has been given or received, promised or claimed with respect to said claim; that no employee of the Jersey City Redevelopment Agency now or during the past year has or will have, any interest direct or indirect in said claim; and that affiant has complied with all conditions of purchase agreement applicable to said claim and with all Federal and State statutory requirements with respect to American production, wage and labor standards.

Subscribed and sworn before me

this 5th day of APRIL, 2019

Amy Terhune  
Title Accounts Receivable Supervisor

CME Associates

(Name of proprietor, partnership or corporation)

By Amy Terhune, Accounts Receivable Supervisor

(Name of partner or corporate officer and title thereof)

Attest Joseph Marchetti

(Secretary of corporation)

**VENDOR NOTE:**

INVOICES WILL NOT BE PAID UNLESS ACCOMPANIED BY (1) VOUCHER WITH AFFIDAVIT PROPERLY EXECUTED (2) DUPLICATE PURCHASE ORDER (3) SHIPPING LIST OF BILL OF LADING

**Invoice**

3141 Bordentown Ave.  
Parlin, NJ 08859  
TEL: (732) 727-8000  
FAX: (732) 727-3989

November 28, 2018

Project No: PJC00200.01

Invoice Number: 0233634

JERSEY CITY REDEVELOPMENT AGENCY  
66 York Street  
3rd Floor  
JERSEY CITY, NJ 07302

**Invoice Total \$289.00**

**Project PJC00200.01 BERRY LANE PARK IMPROVEMENTS**

For professional services rendered to provide bid and construction administration phase services for Berry Lane Park Pavillion Building from 11/12/18 to 11/23/18 related to preparation of addendum and notice to bidders.

**Client Ref Nbr:**

**Professional Personnel**

|                       | <b>Hours</b> | <b>Rate</b>     | <b>Amount</b> |               |
|-----------------------|--------------|-----------------|---------------|---------------|
| Project Leader        | 1.50         | 168.00          | 252.00        |               |
| Senior CAD Technician | .25          | 148.00          | 37.00         |               |
| Totals                | 1.75         |                 | 289.00        |               |
| Total Labor           |              |                 |               | <b>289.00</b> |
| Total this Invoice    |              | <b>\$289.00</b> |               |               |

Remit Payment to: CME Associates, 3141 Bordentown Ave, Parlin, NJ 08859 Please note the invoice number and job number on your remittance advise. Please Call 732-727-8000 upon receipt should you have any questions concerning this invoice.

**Jersey City Redevelopment Agency**  
**Accounts Payable Voucher**

Contract No. 18-05-BD5

Project No. PJC00200.01

Date: APRIL 5, 2019

|   |                    |
|---|--------------------|
| To <b>CME ASSOCIATES</b>  |                    |
| Address in Full <b>3141 BORDENTOWN AVENUE, PARLIN, NJ 08859</b> |                    |
| Vendor's Invoice No. <b>0235140</b>                             | Purchase Order No. |
| Delivered to  |                    |

| Description of Services Rendered or Articles Delivered  | Quantity | Unit | Unit Price | Amount |     |
|---|----------|------|------------|--------|-----|
| Professional services rendered to provide bid and construction administration services for Berry Lane Park Pavillion Building per attached invoice. |          |      |            | 3,275  | .75 |
|   |          |      |            |        |     |
|   |          |      |            |        |     |
| Invoice No. 0235140   |          |      |            |        |     |
| CONTRACT NO. #18-05-BD5   |          |      |            |        |     |
|   |          |      |            |        |     |
| Total   |          |      |            | 3,275  | .75 |

**AFFIDAVIT OF VENDOR**

State of New Jersey }  
County of Middlesex } s.s.

Amy Terhune

(Insert name of proprietor or corporate officer and title of such officer)

CME Associates

(Insert name of partnership or corporation)

their his  
having ~~no~~ principal  
its

place of business 3141 Bordentown Avenue, Parlin, New Jersey 08859

(Insert complete address)

Being duly sworn, says that the above voucher is a bona fide claim against the Jersey City Redevelopment Agency, Jersey City, New Jersey; that the charge therein set forth is correct; reasonable, justly due and owing; that no bonus or "kickback" has been given or received, promised or claimed with respect to said claim; that no employee of the Jersey City Redevelopment Agency now or during the past year has or will have, any interest direct or indirect in said claim; and that affiant has complied with all conditions of purchase agreement applicable to said claim and with all Federal and State statutory requirements with respect to American production, wage and labor standards.

Subscribed and sworn before me

this 5th day of APRIL, ~~XX~~2019

Amy Terhune  
Title Accounts Receivable Supervisor

CME Associates

(Name of proprietor, partnership or corporation)

By Amy Terhune, Accounts Receivable Supervisor

(Name of partner or corporate officer and title thereof)

Attest Joe Marchetti  
Joseph Marchetti

(Secretary of corporation)

**VENDOR NOTE:**

INVOICES WILL NOT BE PAID UNLESS ACCOMPANIED BY (1) VOUCHER WITH AFFIDAVIT PROPERLY EXECUTED (2) DUPLICATE PURCHASE ORDER (3) SHIPPING LIST OF BILL OF LADING

**Invoice**

3141 Bordentown Ave.  
Parlin, NJ 08859  
TEL: (732) 727-8000  
FAX: (732) 727-3989

December 31, 2018

Project No: PJC00200.01

Invoice Number: 0235140

JERSEY CITY REDEVELOPMENT AGENCY  
66 York Street  
3rd Floor  
JERSEY CITY, NJ 07302

**Invoice Total \$3,275.75**

Project **PJC00200.01** **BERRY LANE PARK IMPROVEMENTS**

For professional services rendered to provide bid and construction administration phase services for Berry Lane Park Pavillion Building from 12/10/18 to 12/28/18 related to preparation of addendum and notice to bidders.

Client Ref Nbr:

Professional Personnel

|                               | Hours | Rate       | Amount   |          |
|-------------------------------|-------|------------|----------|----------|
| Project Leader                | 15.00 | 168.00     | 2,520.00 |          |
| Senior Engineering Technician | 1.25  | 143.00     | 178.75   |          |
| Technical Assistant           | 4.00  | 98.00      | 392.00   |          |
| Senior CAD Technician         | 1.25  | 148.00     | 185.00   |          |
| Totals                        | 21.50 |            | 3,275.75 |          |
| Total Labor                   |       |            |          | 3,275.75 |
| Total this Invoice            |       | \$3,275.75 |          |          |

Remit Payment to: CME Associates, 3141 Bordentown Ave, Parlin, NJ 08859 Please note the invoice number and job number on your remittance advise. Please Call 732-727-8000 upon receipt should you have any questions concerning this invoice.



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

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

May 4, 2018

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

Attn: Diana Jeffrey  
Acting Executive Director

**RE: Proposal for Professional Services for the  
Berry Lane Park Pavilion Building  
Jersey City, New Jersey  
Our File: PJC00200.01**

Dear Ms. Jeffrey:

Thank you for considering our firm for the above referenced work and allowing us to submit a proposal for the professional services associated with the preparation of a frontend specification and packaging of same with bid plans and technical specification that have been prepared by, and designed, by others, for a full bid package that will utilized by the Jersey City Redevelopment Agency (JCRA) to advertise this project for receipt of bids. Our professional services proposal also includes bid phase and construction administration phase services for the Berry Lane Park Pavilion Building improvements.

### Introduction

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

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

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

As you are aware, VJ Associates estimates the construction cost of this project to be \$1,884,916.00, per their Basis of Estimate prepared on July 17, 2015 with a latest revision date of August 20, 2015. Since the estimate is several years old, the actual construction cost may be higher.





Proposal to Ms. Jeffrey  
May 4, 2018  
Page 2

### **Contract Documents Preparation Phase and Bid Phase Services**

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

1. Preparation of a frontend specification, utilizing the typical CME Associates format.
2. JCRA shall provide CME Associates with final signed and sealed Berry Lane Park Pavilion bid plan and construction sets, respectively, including but not limited to Architectural plan sheets, Civil & Landscape plan sheets, Structural plan sheets and MEP plan sheets required for the full construction of the Pavilion and associated improvements.
3. JCRA shall provide CME Associates with final technical specifications for all proposed improvements, including but not limited to architectural, civil, landscaping and MEP disciplines.
4. JCRA's design professionals shall provide CME Associates with a bid proposal form.
5. JCRA's design professionals shall provide CME Associates with the anticipated contract time for substantial and final completion.
6. RFI's answers, as required, during bidding process shall be supplied by JCRA's design professionals and sent to CME Associates. CME Associates will coordinate and process responses, as required.
7. CME Associates will provide this work for the preparation of Contract Documents and Bid Phase Services on an hourly basis with an estimated cost not to exceed as listed below.

### **Construction Administration Phase Services**

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

1. Provide the necessary Construction Administration Phase Services including providing full-time, when deemed necessary by CME Associates, and part time on-site observation services for the duration of the construction contract.
2. Observe and monitor the work of the Contractor and Subcontractor(s) so that it conforms to the provisions of the contract plans and specifications.
3. Review and comment on Civil shop drawing submissions by the Contractor.
4. Coordination with MEP and Architectural sub-consultants for respective RFI and shop drawing reviews, per respective discipline, as required.



Proposal to Ms. Jeffrey  
May 4, 2018  
Page 3

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

It is our understanding that both Marvel Architects and Barone Engineering may have existing contracts with the JCRA for construction administration. Our office recommends utilizing both firms during the construction administration phase of the project due to their intimate knowledge of the design of the project. If requested we will retain them as sub-consultants and have included their work in our proposal estimates contained herein.

#### **Project Schedule**

The Construction Administration phase services for the project are based on an anticipated contract time of four and a half (4.5) months, as noted on the documents provided to this office. However, Construction Administration Phase Services will be invoiced based upon our hourly rate schedule on file with the Redevelopment Agency for the actual hours required to perform same.

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

#### **Cost Proposal**

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

|  |              |
|--|--------------|
| • Bid Preparation Services   | \$ 9,796.00  |
| • Bid Phase Services   | \$ 3,640.00  |
| • Construction Administration Phase Services                                   | \$ 89,038.00 |
| • Marvel Architects Construction Administration Services                       | \$ 29,684.00 |
| • Barone Engineering Associates, LLC, MEP Construction Administration Services | \$ 3,300.00  |
| Total:   | \$135,458.00 |

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

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



Proposal to Ms. Jeffrey  
May 4, 2018  
Page 4

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

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

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

Please note, the scope of our service will not include any environmental assessment or investigation for the presence or absence of hazardous or toxic materials in the soil, surface water, groundwater or air on or below or around this site, or on any property effected by the construction of the project. In addition, the scope of our service will not include any environmental assessment for the presence or absence of wetlands on or around this site since this project is located in the center of an existing park that has already been developed and these services are no necessary.

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

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

Very truly yours,

CME Associates

David J. Samuel, PE  
Managing Partner

DJS/RJR/dm

Enclosure

cc: Joseph Baumann, MSBNJ



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

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

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A  
PROFESSIONAL SERVICES AGREEMENT WITH CME  
ASSOCIATES FOR ENGINEERING SERVICES AT BERRY  
LANE PARK WITHIN THE MORRIS CANAL  
REDEVELOPMENT AREA**

**WHEREAS**, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the “**Redevelopment Law**”), the City of Jersey City (the “**City**”) adopted a redevelopment plan known as the Morris Canal Redevelopment Plan (the “**Redevelopment Plan**”) to effectuate and regulate the redevelopment of the Morris Canal Redevelopment Area (the “**Redevelopment Area**”); and

**WHEREAS**, the Jersey City Redevelopment Agency (the “**Agency**”) is the owner of that certain property identified as Block 18901, Lot 1.01 on the official tax maps of the City (the “**Property**”), which is located within the Redevelopment Area; and

**WHEREAS**, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Agency has a need for professional engineering services to be performed in connection with the design and construction of a skate park on the Property; and

**WHEREAS**, in accordance with that certain Contract No. 18-06-DJ08 by and between the Agency and CME Associates (“**CME**”), CME served as professional engineering consultant for bid preparation and bid phase services in connection with the skate park on the Property; and

**WHEREAS**, CME submitted that certain proposal for Phase VI Skate Park and Site Improvements at Berry Lane Park dated May 10, 2019 (the “**Proposal**”) to continue performing professional engineering services at the Property; and

**WHEREAS**, the Agency wishes to enter into a professional service agreement with CME to complete bid preparation and bid phase services and to perform construction administration services set forth in the Proposal for a term to expire no later than one (1) year after the effective date of such agreement and for a contract amount not to exceed Seventy-Nine Thousand Seven Hundred Twenty-Two Dollars (\$79,722.00); and

**WHEREAS**, the Agency hereby certifies that it has funds available for such costs; and

**WHEREAS**, pursuant to *N.J.S.A.* 40A:11-5(1)(a)(i) of the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.* (the “**LPCL**”), contracts for which the subject matter consists of professional services may be awarded without public bidding; and

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



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

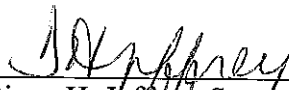
**Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.

**Section 2.** The Board of Commissioners hereby authorizes a professional services agreement with CME for the performance of professional engineering services in an amount not to exceed Seventy-Nine Thousand Seven Hundred Twenty-Two Dollars (\$79,722.00) and for a term to expire no later one (1) year after the effective date of such agreement, all in accordance with the terms and conditions set forth in the Agency's form professional services agreement.

**Section 3.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the agreement and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

**Section 4.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the agreement and this resolution, all in accordance with the LPCL.

**Section 5.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |



JOHN H. ALLGAIER, PE, PP, LS (1983-2001)  
DAVID J. SAMUEL, PE, PP, CME  
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ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME

May 10, 2019

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

Attn: Diana Jeffrey  
Executive Director

**RE: Berry Lane Park – Phase VI  
Skate Park and Site Improvements  
Jersey City, New Jersey  
Our File: PJC00200.03**

Dear Ms. Jeffrey:

Pursuant to your office's request, we have reviewed the project status and outstanding balances for the above referenced project.

Our office has substantially completed the bid packaging preparation. The remaining item required to finalize the bid package is for the JCRA's attorney to provide our office a "Letter of Assent" that will be included in the bid specifications. In addition, as directed, we will need to incorporate language into the bid package pertaining to the Project Labor Agreement.

As discussed with this office, our contract is set to expire on June 20, 2019. There is currently an outstanding balance of \$672.00. Invoice Number 0237367, dated April 15, 2019, which was previously sent to your office.

Our office recommends an extension of our contract, as the JCRA moves forward with the bid phase and construction administration phase services of this project. Pursuant to the terms of our enclosed proposal dated July 18, 2018, our firm's updated rate schedule is enclosed. Accordingly, we respectfully submit the following remaining revised Professional Engineering Services cost estimates for the various tasks for the above referenced project:

|   |              |
|---|--------------|
| • Bid Preparation Services                                      | \$ 1,068.00  |
| • Bid Phase Services  | \$ 3,870.00  |
| • Construction Administration Phase Services                    | \$ 72,584.00 |
| • Site Design Group, Inc., Construction Administration Services | \$ 2,200.00  |
| Total:  | \$ 79,722.00 |

The remaining services and terms of our referenced proposal would remain in effect.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,

CME Associates

David J. Samuel, PE  
Managing Partner

DJS/RJR/DM  
Enclosure

cc: Daniel Nazario, JCRA



**AUTHORITY CONSULTING ENGINEERING SERVICES**  
**GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2020**

|   |                   |
|---|-------------------|
| Senior Project Manager.....   | \$180.00 Per Hour |
| Project Manager.....  | \$179.00 Per Hour |
| Project Leader.....   | \$178.00 Per Hour |
| Professional Engineer.....  | \$177.00 Per Hour |
| Senior Project Engineer.....  | \$174.00 Per Hour |
| Project Engineer.....   | \$168.00 Per Hour |
| Senior Design Engineer.....   | \$166.00 Per Hour |
| Design Engineer.....  | \$164.00 Per Hour |
| Senior Engineering Technician.....                                    | \$152.00 Per Hour |
| Engineering Technician/Management Information Systems Technician..... | \$145.00 Per Hour |
| Professional Land Surveyor.....                                       | \$177.00 Per Hour |
| Land Surveyor.....  | \$153.00 Per Hour |
| Robotic Total Station.....  | \$ 70.00 Per Hour |
| Party Chief.....  | \$132.00 Per Hour |
| Survey Technician.....  | \$127.00 Per Hour |
| Resident Engineer.....  | \$154.00 Per Hour |
| Chief Construction Engineer.....                                      | \$159.00 Per Hour |
| Senior Construction Engineer.....                                     | \$154.00 Per Hour |
| Construction Engineer.....  | \$151.00 Per Hour |
| Chief Construction Technician.....                                    | \$147.00 Per Hour |
| Senior Construction Technician.....                                   | \$143.00 Per Hour |
| Construction Technician.....  | \$139.00 Per Hour |
| Technical Assistant.....  | \$104.00 Per Hour |
| Senior CADD Technician.....   | \$157.00 Per Hour |
| Licensed Landscape Architect.....                                     | \$153.00 Per Hour |
| Senior Landscape Designer.....  | \$143.00 Per Hour |
| Certified Tree Expert.....  | \$128.00 Per Hour |
| Landscape Designer.....   | \$118.00 Per Hour |
| Director of Planning.....   | \$180.00 Per Hour |
| Professional Planner.....   | \$170.00 Per Hour |
| Project Planner.....  | \$161.00 Per Hour |
| Planning Technician.....  | \$152.00 Per Hour |
| Partner.....  | \$199.00 Per Hour |
| Principal.....  | \$189.00 Per Hour |
| Managing Partner/Administrative Partner.....                          | \$211.00 Per Hour |

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





JOHN H. ALLGAIER, PE, PP, LS (1983-2001)  
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JOHN J. HESS, PE, PP, CME

July 18, 2018

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

Attn: Diana Jeffrey  
Acting Executive Director

**RE: Proposal for Professional Services for the  
Berry Lane Park Skate Park Improvements  
Jersey City, New Jersey  
Our File: PJC00200.03**

Dear Ms. Jeffrey:

Thank you for considering our firm for the above referenced work and allowing us to submit a proposal for the professional services associated with the preparation of a frontend specification and packaging of same with bid plans and technical specification that have been prepared by, and designed, by others, for a full bid package that will utilized by the Jersey City Redevelopment Agency (JCRA) to advertise this project for receipt of bids. Our professional services proposal also includes bid phase and construction administration phase services for the Berry Lane Park Skate Park improvements.

### Introduction

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

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

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

As you are aware, Flanagan's Contracting Group, Inc. provided the JRCA with proposals in the range of \$1,245,950.74 to \$1,295,558.00 for the construction of the skate park. Dresdner Robin estimated the construction cost of the skate park and associated improvements to be \$887,551.13 in September 2015. Since the estimate is several years old, the actual construction cost may be higher.

### Contract Documents Preparation Phase and Bid Phase Services

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

1. Preparation of a frontend specification, utilizing the typical CME Associates format.
2. JCRA shall provide CME Associates with final signed and sealed Berry Lane Skate Park bid plan and construction sets (including a soil erosion and sediment control [S.E.S.C.] plan), required for the full construction of the Skate Park and associated improvements.



Proposal to Ms. Jeffrey  
July 18, 2018  
Page 2

3. JCRA shall provide CME Associates with final technical specifications for all proposed improvements.
4. CME Associates will prepare an application for a Hudson-Essex-Passaic Soil Conservation District (HEPSCD) permit based on the JCRA's design professionals signed and sealed S.E.S.C. Plan. Permitting fees will be borne by the JCRA.
5. JCRA's design professionals shall verify that the construction quantities listed on the attached Construction Cost Estimated dated September 16, 2015 are based off the latest bid plan set.
6. JCRA's design professionals shall provide CME Associates with the anticipated contract time for substantial and final completion.
7. RFI's answers, as required, during bidding process shall be supplied by JCRA's design professionals and sent to CME Associates. CME Associates will coordinate and process responses, as required.
8. CME Associates will provide this work for the preparation of Contract Documents and Bid Phase Services on an hourly basis with an estimated cost not to exceed as listed below.

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

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

1. Provide the necessary Construction Administration Phase Services including providing full-time, when deemed necessary by CME Associates, and part time on-site observation services for the duration of the construction contract.
2. Observe and monitor the work of the Contractor and Subcontractor(s) so that it conforms to the provisions of the contract plans and specifications.
3. Review and comment on Civil shop drawing submissions by the Contractor.
4. Coordination with Skate Park sub-consultants for respective RFI and shop drawing reviews, as required.
5. Prepare monthly pay estimates, as requested by the Contractor, and a final pay estimate and change order at the conclusion of the project.
6. Review Contractor's work at substantial completion and prepare punchlist for project.



Proposal to Ms. Jeffrey  
July 18, 2018  
Page 3

Our office has been in contact with the skate park designer, Site Design Group, Inc., to review their scope and services from the enclosed proposal dated March 26, 2018, that was sent to the JCRA; which contains the following tasks and costs (see attached the Site Design Group, Inc.'s proposal for a full description):

- Task No. 1 – Update and Re-Issue Construction Drawings – \$1,750.00;
- Task No. 2 – Construction Administration – \$2,000.00;
- Task No. 3 – Construction Observation – Site Visits – \$15,480.00;
- Task No. 4 – Update and Re-issue Structural Calculations – \$250.00.

Task Nos. 1 & 4 are not required due to no changes being made to the design. We informed the sub-consultant that our firm will be handling Construction Observation (task No. 3) and their services will not be required for this task. Task No. 2 includes review of shop drawings, samples, concrete & shotcrete mixes and RFI responses in both the bid and construction phase of the project. Our office recommends utilizing this firm for Task No. 2 due to their intimate knowledge of the design of the project. Their fee would be based on an hourly basis not to exceed their proposal. They will be updating their proposal and sending same to our office. If requested, we will retain them as a sub-consultant and have included their construction administration work in our proposal estimate contained herein.

#### Cost Proposal

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

|   |              |
|---|--------------|
| • Bid Preparation Services                                      | \$ 10,004.00 |
| • Bid Phase Services  | \$ 3,640.00  |
| • HEPSCD Permit Application Preparation                         | \$ 1,344.00  |
| • Construction Administration Phase Services                    | \$ 68,480.00 |
| • Site Design Group, Inc., Construction Administration Services | \$ 2,200.00  |
| Total:  | \$ 85,668.00 |

Our Bid Preparation Services proposal cost is for the preparation of one (1) bid package.

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

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

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

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



Proposal to Ms. Jeffrey  
July 18, 2018  
Page 4

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

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

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

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

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

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

Very truly yours,

CME Associates

David J. Samuel, PE  
Managing Partner

DJS/RJR/dm  
Enclosure

cc: Joseph Baumann, MSBNJ



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A  
PROFESSIONAL SERVICES AGREEMENT WITH INTEGRA  
REALTY RESOURCES FOR APPRAISAL SERVICES WITHIN  
THE MORRIS CANAL REDEVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**"), a public body corporate and politic of the state of New Jersey, is authorized pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**") to enter into contracts as deemed necessary for the efficient operation of the Agency; and

**WHEREAS**, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Agency requires the services of an experienced appraiser to conduct an appraisal of a property located at Block 17503, Lot 1 on the tax map of Jersey City, more commonly known as 125 Monitor Street, located within the Morris Canal Redevelopment Area (the "**Property**"); and

**WHEREAS**, Integra Realty Resources ("**IRR**") submitted a proposal to the Agency dated May 13, 2019, attached hereto (the "**Proposal**") to conduct an appraisal at the Property (the "**Appraisal Services**"); and

**WHEREAS**, the Agency wishes to enter into a Professional Service Agreement with IRR (the "**Agreement**") for a term not to exceed one (1) year and a contract amount not to exceed Twelve Thousand and Five Hundred Dollars (\$12,500.00); and

**WHEREAS**, the Agency hereby certifies that it has funds available for such costs; and

**WHEREAS**, the Appraisal Services of a professional nature within the purview of *N.J.S.A. 40A:11-5(1)(a)(i)* of the LPCL such that the Agreement does not require competitive bidding; and

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

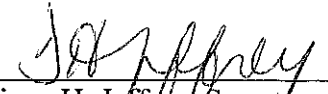
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

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

**Section 2.** The Board of Commissioners hereby authorizes the Agreement with Integra Realty Resources for performance of the Appraisal Services in an amount not to exceed Twelve Thousand and Five Hundred Dollars (\$12,500.00) and for a term to expire on May 20, 2020 in accordance with the terms and conditions set forth in the Agency's form professional services agreement.

**Section 3.** The Chairman, Vice-Chairman, Executive Director, and/or Secretary of the Agency are hereby authorized to execute the Agreement authorized herein and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

**Section 4.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |            |            |                |               |
|--|------------|------------|----------------|---------------|
| <u>NAME</u>                                | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                            | ✓          |            |                |               |
| Douglas Carlucci                           | ✓          |            |                |               |
| Evelyn Farmer                              |            |            |                | ✓             |
| Erma D. Greene                             | ✓          |            |                |               |
| Darwin R. Ona                              | ✓          |            |                |               |
| Denise Ridley                              |            |            |                | ✓             |
| Daniel Rivera                              | ✓          |            |                |               |



May 13, 2019

Christopher Fiore, Assistant Executive Director  
Jersey City Redevelopment Agency  
66 York Street, 2nd Floor  
Jersey City, NJ 07302

SUBJECT: Proposal/Authorization for Valuation and Consulting Services  
125 Monitor Street  
Block 17503, Lot 1  
Jersey City, New Jersey

Dear Mr. Fiore:

Upon your acceptance of this letter agreement, Integra Realty Resources (IRR)-Northern New Jersey, will appraise the property located at 125 Monitor Street (Block 17503, Lot 1). The purpose of the appraisal is to estimate the subject property's fee simple market value for acquisition purposes.

The Client and Intended User of the assignment is the **JERSEY CITY REDEVELOPMENT AGENCY**. The appraisal will be prepared in conformance with and subject to, the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute and the *Uniform Standards of Professional Appraisal Practice* (USPAP) developed by the Appraisal Standards Board of the Appraisal Foundation. The Ethics Rule of USPAP requires us to disclose any prior services we have performed regarding the Subject Property within a three-year period immediately preceding the acceptance of this assignment, either as an appraiser or in any other capacity. We did prepare a previous appraisal for the City in 2018. The appraisal was delivered on January 31, 2018 and the value conclusion was effective as of January 15, 2018.

The appraisal will be communicated in an Appraisal Report-Standard Format. All work will be performed under the direct supervision of the undersigned, together with other staff members. The appraisal and this letter agreement will be subject to our standard assumptions and limiting conditions, which are available upon request.

### **Scope of Work**

As part of our service, we will visit the property and conduct an inspection of the site and improvements. We will investigate the market, determine the property's highest and best use, review comparable properties and prepare an appraisal report indicating our opinion of value of the subject property as of the effective date. The subject property is a vacant multi-story industrial building. The condition and functionality of the facility will be evaluated during our site visit. The appraisal report and our work product will be prepared in accordance with all report writing requirements of the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.

### **Fees & Delivery Time**

The fee for the fieldwork, analysis and preparation of the appraisal report is \$200/hour not to exceed a total of \$12,500 without further authorization. The delivery date will be 30 days from receipt of a Planners Report and Cost Estimate Study prepared by others.

The fees will be due and payable upon delivery of the reports. It is understood that simple interest of 15% per annum will accrue on any unpaid balance, subject to reduction pursuant to any applicable usury law. We shall also be entitled to recover our costs (including attorneys' fees), associated with collecting any amounts owed or otherwise incurred in connection with this assignment. If the assignment is cancelled by either party prior to completion, Client agrees to pay us for all our expenses and our time to date based upon the percentage of work completed.

### **Consulting & Expert Testimony Per Diem Charges**

Our fee for the appraisal includes one meeting or phone conference to review our findings and analysis. Subsequently, the fee for attending any meetings, court hearings or trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by opposing litigants, will be charged at \$200/hour on a portal-to-portal basis.

### **Confidentiality**

IRR-Northern New Jersey shall not provide a copy of the written report to, or disclose the results of the analysis prepared in accordance with the Agreement with any party other than the Client, unless the Client authorizes that action, except as stipulated in the Confidentiality Section of the Ethics Rules of the Uniform Standards of Professional Appraisal Practice (USPAP)

### **Cancellation**

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to IRR-Northern New Jersey. Client shall pay IRR – Northern New Jersey for work completed on the assignment prior to IRR's receipt of written cancellation notice, unless otherwise agreed to by the parties.

Christopher Fiore, Assistant Executive Director  
Jersey City Redevelopment Agency  
May 13, 2019  
Page 3

**IRR Independence**

IRR-Northern New Jersey cannot agree to provide a value opinion that is contingent on a predetermined amount. IRR-Northern New Jersey cannot guarantee the outcome of the assignment in advance. IRR-Northern New Jersey cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. IRR's opinion of value will be developed competently and with independence, impartiality and objectivity.

If the terms and conditions set forth in this engagement letter are acceptable, please sign below and return one copy to us. Thank you for this opportunity to be of service and we look forward to working with you.

Sincerely,

**INTEGRA REALTY RESOURCES – NORTHERN NEW JERSEY**



Paul T. Beisser, MAI, CRE  
Senior Managing Director  
Certified General Real Estate Appraiser  
New Jersey Certificate # RG0000181  
Telephone: 973-422-9800, ext. 11  
Email: [pbeisser@irr.com](mailto:pbeisser@irr.com)

**AGREED & ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019**

**BY: \_\_\_\_\_**

**COMPANY NAME**

\_\_\_\_\_  
**AUTHORIZED SIGNATURE**

\_\_\_\_\_  
**NAME (PRINT)**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING HUDSON REALTY ABSTRACT COMPANY TO PROVIDE TITLE WORK AND TITLE INSURANCE FOR THE PURCHASE, SALE AND EXCHANGE OF PROPERTY WITH THE PORT AUTHORITY TRANS-HUDSON CORP (PATH)**

**WHEREAS**, Jersey City Redevelopment Agency (the “Agency”) was established as an instrumentality of the City of Jersey City (the “City”) pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “**Redevelopment Law**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

**WHEREAS**, the City previously designated an area within its limits (the “**Hudson Exchange Redevelopment Area**”) as an area in need of redevelopment under the predecessor laws to the Redevelopment Law (the “**Predecessor Redevelopment Laws**”); and

**WHEREAS**, under the Predecessor Redevelopment Laws, the City adopted the “Hudson Exchange Redevelopment Plan,” dated November 1983 applicable to the Hudson Exchange Redevelopment Area; and

**WHEREAS**, on October 27, 2004, the City adopted the “Powerhouse Arts District Redevelopment Plan,” which created a new area in need of redevelopment that encompassed portions of the Hudson Exchange Redevelopment Area (the “**Powerhouse Arts District Redevelopment Area**”) and superseded the applicable portions of the “Hudson Exchange Redevelopment Plan” (as subsequently amended and as may be further amended and/or supplemented from time to time, the “**Powerhouse Arts District Redevelopment Plan**”); and

**WHEREAS**, the City owns, within the Powerhouse Arts District Redevelopment Area, a parcel designated as Block 11603, Lot 37 on the City’s tax maps (the “**City Parcel**”); and

**WHEREAS**, the Agency owns, within the Powerhouse Arts District Redevelopment Area, a parcel designated as Block 11603, Lot 38 on the City’s tax maps (the “**Agency Parcel**”) and, together with the City Parcel, the “**Property**”); and

**WHEREAS**, Port Authority Trans-Hudson Corp (“**PATH**”), a subsidiary of the Port Authority of NY/NJ (the “**PA**”), owns a property in the City, Block 11609, Lot 1 (the “**Old PATH Parcel**”), whereon is located a substation providing power for the PATH system (the “**Old PATH Substation**”); and

**WHEREAS**, the City, the Agency and PATH have entered into that certain Agreement for Purchase, Sale and Exchange of Real Property, dated as of April 18, 2019 (the “**Property Conveyance Agreement**”), pursuant to which (i) PATH will convey the Old PATH Parcel to the Agency and (ii) the City and Agency will convey to PATH their respective interests in the Property, on which PATH will construct a new substation (the “**New PATH Substation**”); and

**WHEREAS**, pursuant to the Property Conveyance Agreement, the parties must now move towards a closing of the Property as contemplated (the “**Closing**”);

19-05-26

**WHEREAS**, the Agency obtained three quotes for the provision of title work and title insurance for the Closing, and Hudson Abstract Realty Company ("**Hudson Realty**") has provided the lowest quote of approximately \$16,000.00;

**WHEREAS**, the Agency desires to add a 15% contingency in case any adjustments are needed to the insurance or title work during the Closing process, bringing the total cost for the title work and title insurance to a not-to-exceed amount of \$18,400.00; and

**WHEREAS**, the Agency desires to proceed with the aforementioned title work and title insurance through Hudson Realty, and authorize any actions in connection therewith.

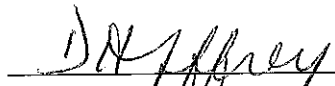
**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

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

**Section 2.** The Board of Commissioners hereby authorizes Hudson Realty to provide title work and procure title insurance in an amount not to exceed Eighteen Thousand Four Hundred (\$18,400.00) for the purposes of the Closing of the Property as set forth in Property Conveyance Agreement by and between the PATH, the City and the Agency.

**Section 3.** The Chairman, Vice-Chairman, Executive Director and/or the Secretary of the Agency are hereby authorized to execute any agreement and any other documents necessary to effectuate this resolution, in consultation with counsel.

**Section 4.** This resolution shall take effect immediately.

  
Diana H. Jeffrey, Secretary

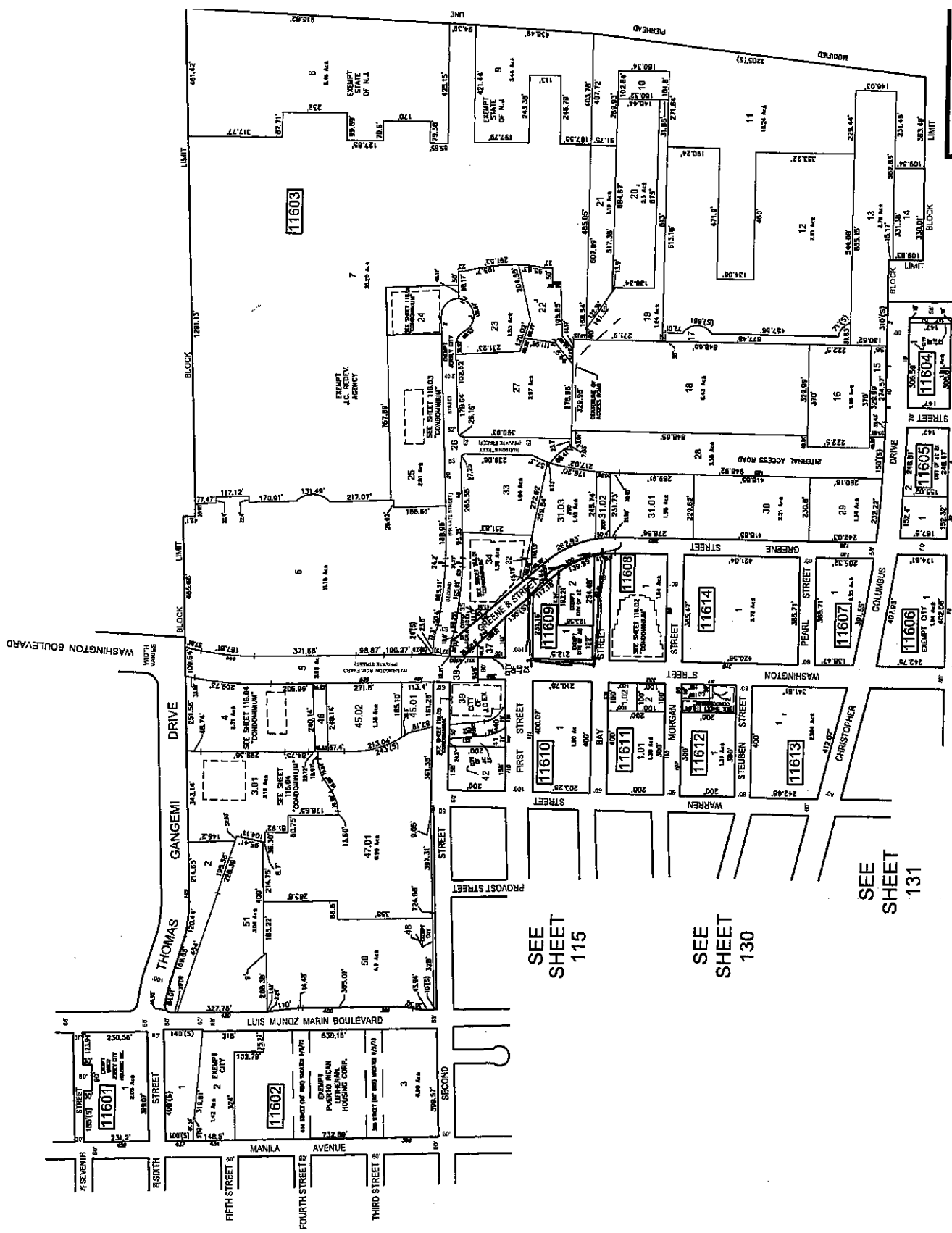
**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of May 21, 2019.**

| RECORD OF COMMISSIONERS VOTE |     |     |         |        |
|------------------------------|-----|-----|---------|--------|
| NAME                         | AYE | NAY | ABSTAIN | ABSENT |
| Donald R. Brown              | ✓   |     |         |        |
| Douglas Carlucci             | ✓   |     |         |        |
| Evelyn Farmer                |     |     |         | ✓      |
| Erma D. Greene               | ✓   |     |         |        |
| Darwin R. Ona                | ✓   |     |         |        |
| Denise Ridley                |     |     |         | ✓      |
| Daniel Rivera                | ✓   |     |         |        |

SEE SHEET 101

SEE SHEET 113

SEE SHEET 73



SEE SHEET 115

SEE SHEET 130

SEE SHEET 131



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT AND A PURCHASE AND SALE AGREEMENT WITH 25 CLINTON AVENUE, LLC FOR CERTAIN PROPERTY COMMONLY KNOWN AS 25 CLINTON AVENUE (BLOCK 18801, LOT 5) WITHIN THE SCATTER SITE REDEVELOPMENT AREA**

**WHEREAS**, the Agency is an instrumentality of the City of Jersey City (the “City”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “Redevelopment Law”); and

**WHEREAS**, in accordance with the criteria set forth in the Redevelopment Law, the City established an area in need of redevelopment commonly known as the Scatter Site Redevelopment Area (the “Redevelopment Area”) and adopted a redevelopment plan for the Redevelopment Area entitled the “Scatter Site Redevelopment Plan” (as the same may be amended and supplemented from time to time, the “Redevelopment Plan”); and

**WHEREAS**, the Agency owns certain property identified on the City’s tax maps as Block 18801, Lot 5, also known as 25 Clinton Avenue (the “Property”) is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

**WHEREAS**, 25 Clinton Avenue, LLC (the “Redeveloper”) proposes to redevelop the Property with a four-story, multi-family residential building to contain thirty (30) market rate units, in accordance with the permitted uses within the Redevelopment Plan (as further described in the Redevelopment Agreement, as defined below, the “Project”); and

**WHEREAS**, the Agency intends to sell, and Redeveloper intends to purchase, the Property to the Redeveloper so that the Redeveloper may construct the Project thereon; and

**WHEREAS**, it is in the Agency’s best interests to enter into a redevelopment agreement with the Redeveloper to set forth in greater detail their respective undertakings, rights and obligations in connection and the construction of the Project upon the Property (the “Redevelopment Agreement”), and a purchase and sale agreement to set forth in greater detail the terms and conditions of the conveyance of the Property to the Redeveloper (the “Purchase and Sale Agreement”), all in accordance with any planning approvals, the Redevelopment Plan, the Redevelopment Law,

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

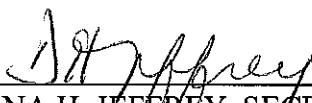
**Section 1.** The recitals hereto are incorporated herein as if set forth at length.

**Section 2.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are each hereby authorized to execute the Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with counsel.

**Section 3.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are each hereby authorized to execute the Purchase and Sale Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with counsel.

**Section 4.** The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are each hereby authorized to execute any and all other documents necessary or desirable to effectuate this Resolution, in consultation with counsel.

**Section 5.** This Resolution shall take effect immediately.

  
 DIANA H. JEFFREY, 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 its Regular Meeting held on May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |                   |                   |                       |                      |
|--|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                         | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                            | ✓                 |                   |                       |                      |
| Douglas Carlucci                           | ✓                 |                   |                       |                      |
| Evelyn Farmer                              |                   |                   |                       | ✓                    |
| Erma D. Greene                             | ✓                 |                   |                       |                      |
| Darwin R. Ona                              | ✓                 |                   |                       |                      |
| Denise Ridley                              |                   |                   |                       | ✓                    |
| Daniel Rivera                              | ✓                 |                   |                       |                      |



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY AUTHORIZING ELIZABETH VASQUEZ TO  
ATTEND THE QPA NEW JERSEY STATE LEAGUE OF MUNICIPALITIES  
MINI ONE-DAY CONFERENCE ON JUNE 14, 2019**

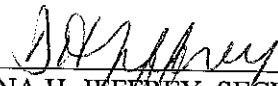
**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**") is an instrumentality of the City of Jersey City (the "**City**") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, as the same may be amended and/or supplemented from time to time; and

**WHEREAS**, in furtherance of its redevelopment objectives, the Agency finds it necessary or desirable from time to time for its employees to attend seminars, conferences, continuing education classes and/or seminars on redevelopment-related topics; and

**WHEREAS**, the Agency wishes to authorize Elizabeth Vasquez to attend the Mini One Day Conference, hosted by the New Jersey State League of Municipalities and occurring on June 14, 2019 in West Windsor, New Jersey (the "**Conference**") to renew her Qualified Purchasing Agent license,

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

- Section 1.** The recitals hereto are incorporated herein as if set forth at length.
- Section 2.** Elizabeth Vasquez is hereby authorized to attend the Conference.
- Section 3.** This Resolution shall take effect immediately.

  
DIANA H. JEFFREY, 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 its Regular Meeting held on May 21, 2019.**

| <b>RECORD OF COMMISSIONERS VOTE</b> |                   |                   |                       |                      |
|-------------------------------------|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                  | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                     | ✓                 |                   |                       |                      |
| Douglas Carlucci                    | ✓                 |                   |                       |                      |
| Evelyn Farmer                       |                   |                   |                       | ✓                    |
| Erma D. Greene                      | ✓                 |                   |                       |                      |
| Darwin R. Ona                       | ✓                 |                   |                       |                      |
| Denise Ridley                       |                   |                   |                       | ✓                    |
| Daniel Rivera                       | ✓                 |                   |                       |                      |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING AN AMENDMENT TO PROFESSIONAL  
SERVICES AGREEMENT No. 19-01-DJ4 WITH ARCHER &  
GREINER, P.C. FOR SPECIAL LEGAL COUNSEL  
SERVICES IN VARIOUS REDEVELOPMENT AREAS CITY-  
WIDE**

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

**WHEREAS**, at its meeting dated January 15, 2019, the Board of Commissioners of the Jersey City Redevelopment Agency authorized the Agency to enter into Agreement No. 19-01-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. 19-01-DJ4, in the amount of \$75,000.00.

**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. 19-01-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 May 21, 2019**

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                     | ✓          |            |                |               |
| Douglas Carlucci                    | ✓          |            |                |               |
| Evelyn Farmer                       |            |            |                | ✓             |
| Erma D. Greene                      | ✓          |            |                |               |
| Darwin R. Ona                       | ✓          |            |                |               |
| Denise Ridley                       |            |            |                | ✓             |
| Daniel Rivera                       | ✓          |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING AN AMENDMENT TO PROFESSIONAL  
SERVICES AGREEMENT NO. 19-01-DJ9 WITH  
McMANIMON, SCOTLAND & BAUMANN, LLC FOR  
SPECIAL LEGAL COUNSEL SERVICES IN VARIOUS  
REDEVELOPMENT AREAS CITY-WIDE**

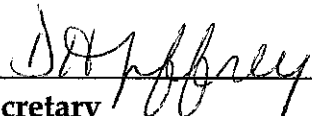
**WHEREAS**, the Jersey City Redevelopment Agency requires the service of a Law Firm as Special Counsel, pursuant to certain requirements of N.J.S.A. 40A:12a-1 et. seq.; and

**WHEREAS**, at its meeting dated January 15, 2019, the Board of Commissioners of the Jersey City Redevelopment Agency authorized the Agency to enter into Agreement No. 19-01-DJ9 with the Law Firm of McManimon, Scotland & Baumann, LLC, within the purview of N.J.S.A. 40A:11-5(1)(a)(i); and

**WHEREAS**, the parties are desirous of amending Agreement No. 19-01-DJ9, in the amount of \$300,000.00.

**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. 19-01-DJ9 with the law firm of McManimon, Scotland & Baumann, LLC.

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

  
Secretary

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their regular meeting on May 21, 2016**

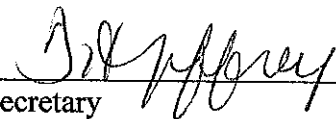
| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                     | ✓          |            |                |               |
| Douglas Carlucci                    | ✓          |            |                |               |
| Evelyn Farmer                       |            |            |                | ✓             |
| Erma D. Greene                      | ✓          |            |                |               |
| Darwin R. Ona                       | ✓          |            |                |               |
| Denise Ridley                       |            |            |                | ✓             |
| Daniel Rivera                       | ✓          |            |                |               |



**RESOLUTION OF THE BOARD OF COMMISSIONERS OF  
THE JERSEY CITY REDEVELOPMENT AGENCY  
APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST  
AS OF MAY 21, 2019**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of May 21, 2019

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of May 21, 2019 be approved as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated May 21, 2019

| RECORD OF COMMISSIONERS VOTE |     |     |         |        |
|------------------------------|-----|-----|---------|--------|
| NAME                         | AYE | NAY | ABSTAIN | ABSENT |
| Donald R. Brown              | ✓   |     |         |        |
| Douglas Carlucci             | ✓   |     |         |        |
| Evelyn Farmer                |     |     |         | ✓      |
| Erma D. Greene               | ✓   |     |         |        |
| Darwin R. Ona                | ✓   |     |         |        |
| Denise Ridley                |     |     |         | ✓      |
| Daniel Rivera                | ✓   |     |         |        |

## Jersey City Redevelopment Agency

## Cash Requirements Report

| Vendor Name                             | Due Date  | Invoice Date | Invoice Number | Invoice Description                      | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|---|-----------|--------------|----------------|--|-----------------|--------------------|---------------------|----------------|
| <b>DAVISON, EASTMAN &amp; MUNOZ, PA</b> |           |              |                |  |                 |                    |                     |                |
| DAVISON, EASTMAN & MUNOZ, PA            | 4/30/2019 | 3/25/2019    | 364839         | Legal Services - Barnabas Health         | \$4,791.00      | \$0.00             |                     | \$4,791.00     |
|   |           |              |                | Totals for DAVISON, EASTMAN & MUNOZ, PA: | \$4,791.00      | \$0.00             |                     | \$4,791.00     |
| <b>METLIFE</b>                          |           |              |                |  |                 |                    |                     |                |
| METLIFE                                 | 4/30/2019 | 4/9/2019     | 5/3/19         | Employee's Deferred Salary Per Attached  | \$450.00        | \$0.00             |                     | \$450.00       |
| METLIFE                                 | 4/30/2019 | 4/9/2019     | 5/17/19        | Employee's Deferred Salary Per Attached  | \$450.00        | \$0.00             |                     | \$450.00       |
|   |           |              |                | Totals for METLIFE:                      | \$900.00        | \$0.00             |                     | \$900.00       |
|   |           |              |                | <b>GRAND TOTALS:</b>                     | \$5,691.00      | \$0.00             |                     | \$5,691.00     |

## Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: 4/30/2019 to 4/30/2019  
Include all Post Statuses  
Include all Invoices  
Include all Vendors  
Include all Banks  
Include all Invoice Attributes  
Include all Vendor Attributes

## Jersey City Redevelopment Agency

Cash Requirements Report  
INVESTORS BANK

| Vendor Name                                    | Due Date  | Invoice Date | Invoice Number | Invoice Description                             | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|--|-----------|--------------|----------------|---|-----------------|--------------------|---------------------|----------------|
| <b>FERRAIOLI, WIELKOTZ, CERULLO &amp; CUVA</b> |           |              |                |   |                 |                    |                     |                |
| FERRAIOLI, WIELKOTZ, CERULLO & CUVA            | 5/21/2019 | 4/15/2019    | 041502         | Professional Services - Bayfront project 03/19  | \$1,200.00      | \$0.00             |                     | \$1,200.00     |
|  |           |              |                | Totals for FERRAIOLI, WIELKOTZ, CERULLO & CUVA: | \$1,200.00      | \$0.00             |                     | \$1,200.00     |
| <b>LANGAN ENGINEERING &amp; ENVIRONME</b>      |           |              |                |   |                 |                    |                     |                |
| LANGAN ENGINEERING & ENVIRO                    | 5/21/2019 | 4/16/2019    | LAN 0293842    | Professional Services - Bayfront 02/23/19-03/17 | \$88,366.03     | \$0.00             |                     | \$88,366.03    |
|  |           |              |                | Totals for LANGAN ENGINEERING & ENVIRONME:      | \$88,366.03     | \$0.00             |                     | \$88,366.03    |
| <b>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</b>  |           |              |                |   |                 |                    |                     |                |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161448         | Legal Services - Bayfront / Howell              | \$24,348.59     | \$0.00             |                     | \$24,348.59    |
|  |           |              |                | Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:  | \$24,348.59     | \$0.00             |                     | \$24,348.59    |
| <b>NW FINANCIAL GROUP, LLC</b>                 |           |              |                |   |                 |                    |                     |                |
| NW FINANCIAL GROUP, LLC                        | 5/21/2019 | 3/31/2019    | 25253          | Financial Advisory - Bayfront Redevelopment     | \$800.00        | \$0.00             |                     | \$800.00       |
|  |           |              |                | Totals for NW FINANCIAL GROUP, LLC:             | \$800.00        | \$0.00             |                     | \$800.00       |
| <b>Perkins Eastman Archites DPC</b>            |           |              |                |   |                 |                    |                     |                |
| Perkins Eastman Archites DPC                   | 5/21/2019 | 4/15/2019    | 77960.00-0-4   | Professional Services - 02/01/19-02/28/19       | \$14,412.00     | \$0.00             |                     | \$14,412.00    |
|  |           |              |                | Totals for Perkins Eastman Archites DPC:        | \$14,412.00     | \$0.00             |                     | \$14,412.00    |
| <b>POTOMAC-HUDSON ENVIRONMENTAL I</b>          |           |              |                |   |                 |                    |                     |                |
| POTOMAC-HUDSON ENVIRONMEN                      | 5/21/2019 | 4/4/2019     | 19.627.1       | Environmental Services - Bayfront I Redev. A    | \$6,115.80      | \$0.00             |                     | \$6,115.80     |
| POTOMAC-HUDSON ENVIRONMEN                      | 5/21/2019 | 4/30/2019    | 19.627.2       | Environmental Services - Bayfront I Redev       | \$3,266.84      | \$0.00             |                     | \$3,266.84     |
|  |           |              |                | Totals for POTOMAC-HUDSON ENVIRONMENTAL I:      | \$9,382.64      | \$0.00             |                     | \$9,382.64     |
| <b>Stock Development Group, Inc.</b>           |           |              |                |   |                 |                    |                     |                |
| Stock Development Group, Inc.                  | 5/21/2019 | 4/24/2019    | E-203          | Professional Management Services - Bayfront     | \$10,000.00     | \$0.00             |                     | \$10,000.00    |
| Stock Development Group, Inc.                  | 5/21/2019 | 4/24/2019    | E-202          | Professional Management Services - Bayfront     | \$8,375.00      | \$0.00             |                     | \$8,375.00     |
|  |           |              |                | Totals for Stock Development Group, Inc.:       | \$18,375.00     | \$0.00             |                     | \$18,375.00    |
| <b>GRAND TOTALS:</b>                           |           |              |                |   | \$156,884.26    | \$0.00             |                     | \$156,884.26   |

**Jersey City Redevelopment Agency**  
**Cash Requirements Report**  
**INVESTORS BANK**

Report name: Invoice Due Today-INVESTORS  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: Tomorrow (5/21/2019)  
Include all Post Statuses  
Include all Invoices  
Include all Vendors  
Include these Banks: Investors - Bayfront  
Include all Invoice Attributes  
Include all Vendor Attributes

## Jersey City Redevelopment Agency

### Cash Requirements Report

| Vendor Name | Due Date  | Invoice Date | Invoice Number | Invoice Description      | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|-------------|-----------|--------------|----------------|--------------------------|-----------------|--------------------|---------------------|----------------|
| CASH        |           |              |                |                          |                 |                    |                     |                |
| CASH        | 5/10/2019 | 5/10/2019    | Replenishment  | Petty Cash Replenishment | \$442.22        | \$0.00             |                     | \$442.22       |
|             |           |              |                | Totals for CASH:         | \$442.22        | \$0.00             |                     | \$442.22       |
|             |           |              |                | GRAND TOTALS:            | \$442.22        | \$0.00             |                     | \$442.22       |

# Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: Today (5/10/2019)  
Include all Post Statuses  
Include all Invoices  
Include all Vendors  
Include all Banks  
Include all Invoice Attributes  
Include all Vendor Attributes

# Jersey City Redevelopment Agency

## Cash Requirements Report

| Vendor Name                                       | Due Date  | Invoice Date | Invoice Number     | Invoice Description   | Invoice Balance    | Potential Discount | Discount Expires On | Net Amount Due     |
|---|-----------|--------------|--------------------|---|--------------------|--------------------|---------------------|--------------------|
| <b>21 CONTRACTING LLC</b>                         |           |              |                    |   |                    |                    |                     |                    |
| 21 CONTRACTING LLC                                | 5/21/2019 | 4/16/2019    | 405/407 Ocean      | Repairs: BLP 405-407 Ocean Avenue                             | \$53,900.00        | \$0.00             |                     | \$53,900.00        |
| 21 CONTRACTING LLC                                | 5/21/2019 | 4/30/2019    | 04/30/19           | BLP/ 407 Ocean Avenue   | \$4,700.00         | \$0.00             |                     | \$4,700.00         |
|   |           |              |                    | <b>Totals for 21 CONTRACTING LLC:</b>                         | <b>\$58,600.00</b> | <b>\$0.00</b>      |                     | <b>\$58,600.00</b> |
| <b>66 YORK STREET, LLC</b>                        |           |              |                    |   |                    |                    |                     |                    |
| 66 YORK STREET, LLC                               | 5/21/2019 | 4/29/2019    | June Rent          | Rent Payment for 66 York St. June 2019                        | \$9,801.38         | \$0.00             |                     | \$9,801.38         |
| 66 YORK STREET, LLC                               | 5/21/2019 | 5/1/2019     | June               | Electric Utility for 66 York St.                              | \$648.52           | \$0.00             |                     | \$648.52           |
| 66 YORK STREET, LLC                               | 5/21/2019 | 5/1/2019     | June               | Monthly Operating Expenses                                    | \$250.00           | \$0.00             |                     | \$250.00           |
|   |           |              |                    | <b>Totals for 66 YORK STREET, LLC:</b>                        | <b>\$10,699.90</b> | <b>\$0.00</b>      |                     | <b>\$10,699.90</b> |
| <b>ADMIRAL INSURANCE COMPANY</b>                  |           |              |                    |   |                    |                    |                     |                    |
| ADMIRAL INSURANCE COMPANY                         | 5/21/2019 | 4/22/2019    | Claim # A251630001 | Deductible Insurance - Rodriguez, Alexander                   | \$2,760.60         | \$0.00             |                     | \$2,760.60         |
|   |           |              |                    | <b>Totals for ADMIRAL INSURANCE COMPANY:</b>                  | <b>\$2,760.60</b>  | <b>\$0.00</b>      |                     | <b>\$2,760.60</b>  |
| <b>ADVANCED SCAFFOLD SERVICES LLC</b>             |           |              |                    |   |                    |                    |                     |                    |
| ADVANCED SCAFFOLD SERVICES LLC                    | 5/21/2019 | 4/30/2019    | Application # 9    | Professional Services - Maintenance HDSB                      | \$2,550.00         | \$0.00             |                     | \$2,550.00         |
|   |           |              |                    | <b>Totals for ADVANCED SCAFFOLD SERVICES LLC:</b>             | <b>\$2,550.00</b>  | <b>\$0.00</b>      |                     | <b>\$2,550.00</b>  |
| <b>AFLAC</b>                                      |           |              |                    |   |                    |                    |                     |                    |
| AFLAC   | 5/21/2019 | 4/29/2018    | LHB55-05/19        | Employee deductions per payroll period endi                   | \$565.44           | \$0.00             |                     | \$565.44           |
|   |           |              |                    | <b>Totals for AFLAC:</b>                                      | <b>\$565.44</b>    | <b>\$0.00</b>      |                     | <b>\$565.44</b>    |
| <b>ALAIMO GROUP</b>                               |           |              |                    |   |                    |                    |                     |                    |
| ALAIMO GROUP                                      | 5/21/2019 | 1/31/2019    | 109038             | Engineering Planning Services - JC Greenway                   | \$760.00           | \$0.00             |                     | \$760.00           |
|   |           |              |                    | <b>Totals for ALAIMO GROUP:</b>                               | <b>\$760.00</b>    | <b>\$0.00</b>      |                     | <b>\$760.00</b>    |
| <b>Appruzzese, McDermott, Mastro &amp; Murphy</b> |           |              |                    |   |                    |                    |                     |                    |
| Appruzzese, McDermott, Mastro & Mur               | 5/21/2019 | 2/15/2019    | 218576             | Legal Services - Employee Discipline/Altema                   | \$496.09           | \$0.00             |                     | \$496.09           |
| Appruzzese, McDermott, Mastro & Mur               | 5/21/2019 | 4/17/2019    | 219014             | Legal Services - Employee Discipline/ Altema                  | \$946.15           | \$0.00             |                     | \$946.15           |
|   |           |              |                    | <b>Totals for Appruzzese, McDermott, Mastro &amp; Murphy:</b> | <b>\$1,442.24</b>  | <b>\$0.00</b>      |                     | <b>\$1,442.24</b>  |
| <b>ARCHER &amp; GREINER, P.C.</b>                 |           |              |                    |   |                    |                    |                     |                    |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 4/5/2019     | 4150833            | Professional Services - 423 Grand Street                      | \$962.50           | \$0.00             |                     | \$962.50           |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 4/4/2019     | 4150792            | Professional Services - NJ Transit Developmet                 | \$1,435.00         | \$0.00             |                     | \$1,435.00         |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 4/5/2019     | 4150999            | Professional Services - LMD # 13 Urban Rene                   | \$12,122.62        | \$0.00             |                     | \$12,122.62        |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 4/4/2019     | 4150793            | Professional Services - General Presentation                  | \$2,441.72         | \$0.00             |                     | \$2,441.72         |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 4/4/2019     | 4150816            | Professional Services - Bates Street Redevelop                | \$7,545.90         | \$0.00             |                     | \$7,545.90         |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 4/4/2019     | 4150788            | Professional Services - 199 Woodward                          | \$5,048.53         | \$0.00             |                     | \$5,048.53         |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 5/2/2019     | 4153502            | Professional Services - County Courthouse                     | \$9.00             | \$0.00             |                     | \$9.00             |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 4/4/2019     | 4150791            | Professional Services - 61-63 Sip Avenue                      | \$440.00           | \$0.00             |                     | \$440.00           |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 5/2/2019     | 4153499            | Professional Services - 423 Grand Street                      | \$382.35           | \$0.00             |                     | \$382.35           |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 5/3/2019     | 4153561            | Professional Services - Bates Street Redevelop                | \$16,224.27        | \$0.00             |                     | \$16,224.27        |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 5/2/2019     | 4153501            | Professional Services - 61-63 Sip Avenue                      | \$1,141.90         | \$0.00             |                     | \$1,141.90         |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 5/6/2019     | 4153751            | Professional Services - LMD # 13 Urban Rene                   | \$27,743.95        | \$0.00             |                     | \$27,743.95        |
| ARCHER & GREINER, P.C.                            | 5/21/2019 | 5/2/2019     | 4153500            | Professional Services - 199 Woodward                          | \$3,917.82         | \$0.00             |                     | \$3,917.82         |



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## Cash Requirements Report

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|----------------------------------|-----------|--------------|-------------------|--|-----------------|--------------------|---------------------|----------------|
| ARCHER & GREINER, P.C.           | 5/21/2019 | 5/3/2019     | 4153562           | Professional Services - General Representation | \$2,310.00      | \$0.00             |                     | \$2,310.00     |
| Brian Padilla                    |           |              |                   | Totals for ARCHER & GREINER, P.C.:             | \$81,725.56     | \$0.00             |                     | \$81,725.56    |
| Brian Padilla                    | 5/21/2019 | 4/29/2019    | May/2019          | Intern Stipend                                 | \$100.00        | \$0.00             |                     | \$100.00       |
|                                  |           |              |                   | Totals for Brian Padilla:                      | \$100.00        | \$0.00             |                     | \$100.00       |
| BROWNFIELD SCIENCE & TECHNOLOGY  |           |              |                   |  |                 |                    |                     |                |
| BROWNFIELD SCIENCE & TECHNO      | 5/21/2019 | 4/30/2019    | 764-02.19         | Environmental Services - Ocean and Dwight V    | \$5,911.41      | \$0.00             |                     | \$5,911.41     |
|                                  |           |              |                   | Totals for BROWNFIELD SCIENCE & TECHNOLOGY:    | \$5,911.41      | \$0.00             |                     | \$5,911.41     |
| CHRISTOPHER FIORE                |           |              |                   |  |                 |                    |                     |                |
| CHRISTOPHER FIORE                | 5/21/2019 | 4/30/2019    | TRavel            | Expense for April                              | \$138.54        | \$0.00             |                     | \$138.54       |
|                                  |           |              |                   | Totals for CHRISTOPHER FIORE:                  | \$138.54        | \$0.00             |                     | \$138.54       |
| CME ASSOCIATES                   |           |              |                   |  |                 |                    |                     |                |
| CME ASSOCIATES                   | 5/21/2019 | 12/31/2018   | 0234876           | Professional Services - BLP Improvements       | \$49.00         | \$0.00             |                     | \$49.00        |
| CME ASSOCIATES                   | 5/21/2019 | 4/15/2019    | 0240536           | Professional Services - BLP Improvements       | \$672.00        | \$0.00             |                     | \$672.00       |
| CME ASSOCIATES                   | 5/21/2019 | 4/30/2019    | 0241305           | Professional Services - BLP Improvements       | \$3,690.00      | \$0.00             |                     | \$3,690.00     |
| CME ASSOCIATES                   | 5/21/2019 | 11/28/2018   | 0233634           | Professional Services - BLP Improvements       | \$289.00        | \$0.00             |                     | \$289.00       |
| CME ASSOCIATES                   | 5/21/2019 | 12/31/2018   | 0235140           | Professional Services - BLP Improvements       | \$3,275.75      | \$0.00             |                     | \$3,275.75     |
| CME ASSOCIATES                   | 5/21/2019 | 4/15/2019    | 0240535           | Professional Services - BLP Improvements       | \$687.50        | \$0.00             |                     | \$687.50       |
|                                  |           |              |                   | Totals for CME ASSOCIATES:                     | \$8,663.25      | \$0.00             |                     | \$8,663.25     |
| COMCAST                          |           |              |                   |  |                 |                    |                     |                |
| COMCAST                          | 5/21/2019 | 4/16/2019    | 849905343248876   | Business Internet/Voice 665 Ocean Avenue       | \$174.99        | \$0.00             |                     | \$174.99       |
| COMCAST                          | 5/21/2019 | 4/28/2019    | 879905343345680 - | Business Cable - 66 York St.                   | \$149.70        | \$0.00             |                     | \$149.70       |
| COMCAST                          | 5/21/2019 | 5/5/2019     | May               | Business Cable - 25 Journal Square             | \$54.35         | \$0.00             |                     | \$54.35        |
|                                  |           |              |                   | Totals for COMCAST:                            | \$379.04        | \$0.00             |                     | \$379.04       |
| CRYSTAL POINT CONDOMINIUM ASSOC. |           |              |                   |  |                 |                    |                     |                |
| CRYSTAL POINT CONDOMINIUM A      | 5/21/2019 | 5/1/2019     | 05/01/19 Fee      | Monthly Fee Maintenance                        | \$151.02        | \$0.00             |                     | \$151.02       |
|                                  |           |              |                   | Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:   | \$151.02        | \$0.00             |                     | \$151.02       |
| DIANA JEFFREY                    |           |              |                   |  |                 |                    |                     |                |
| DIANA JEFFREY                    | 5/21/2019 | 5/4/2019     | 05/08/19 RDEI     | Reimbursement for Dental - Anna Towah          | \$176.00        | \$0.00             |                     | \$176.00       |
| DIANA JEFFREY                    | 5/21/2019 | 5/8/2019     | 05/08/19 RDE2     | Reimbursement for Dental Expenses              | \$166.00        | \$0.00             |                     | \$166.00       |
| DIANA JEFFREY                    | 5/21/2019 | 4/30/2019    | Reimbursement     | Cell Phone Usage for Agency Business           | \$76.97         | \$0.00             |                     | \$76.97        |
| DIANA JEFFREY                    | 5/21/2019 | 5/21/2019    | Travel            | Expense for April/May                          | \$90.84         | \$0.00             |                     | \$90.84        |
|                                  |           |              |                   | Totals for DIANA JEFFREY:                      | \$509.81        | \$0.00             |                     | \$509.81       |
| ELIZABETH VASQUEZ                |           |              |                   |  |                 |                    |                     |                |
| ELIZABETH VASQUEZ                | 5/21/2019 | 4/30/2019    | 04/30/19          | Reimbursement for Travel / Conference 04/30    | \$359.11        | \$0.00             |                     | \$359.11       |
| ELIZABETH VASQUEZ                | 5/21/2019 | 5/18/2019    | Reimbursement     | Reimbursement for Dental - Self                | \$166.00        | \$0.00             |                     | \$166.00       |
| ELIZABETH VASQUEZ                | 5/21/2019 | 5/17/2019    | Travel            | Purchasing Conference - Atlantic City          | \$339.42        | \$0.00             |                     | \$339.42       |
|                                  |           |              |                   | Totals for ELIZABETH VASQUEZ:                  | \$864.53        | \$0.00             |                     | \$864.53       |

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|---|-----------|--------------|------------------|--|-----------------|--------------------|---------------------|----------------|
| <b>FEDERAL EXPRESS</b>                        |           |              |                  |  |                 |                    |                     |                |
| FEDERAL EXPRESS                               | 5/21/2019 | 5/13/2019    | 6-550-02249      | Fedex First Overnight                          | \$301.80        | \$0.00             |                     | \$301.80       |
|   |           |              |                  | Totals for FEDERAL EXPRESS:                    | \$301.80        | \$0.00             |                     | \$301.80       |
| <b>FERRAIOL, WIELKOTZ, CERULLO &amp; CUVA</b> |           |              |                  |  |                 |                    |                     |                |
| FERRAIOL, WIELKOTZ, CERULLO & CUVA            | 5/21/2019 | 4/15/2019    | 041501           | Professional Services : Extra Accounting Serv  | \$4,050.00      | \$0.00             |                     | \$4,050.00     |
| FERRAIOL, WIELKOTZ, CERULLO & CUVA            | 5/21/2019 | 5/1/2019     | 050101           | Professional Services - May 2019               | \$7,500.00      | \$0.00             |                     | \$7,500.00     |
|   |           |              |                  | Totals for FERRAIOL, WIELKOTZ, CERULLO & CUVA: | \$11,550.00     | \$0.00             |                     | \$11,550.00    |
| <b>GLUCK WALRATH LLP</b>                      |           |              |                  |  |                 |                    |                     |                |
| GLUCK WALRATH LLP                             | 5/21/2019 | 4/1/2019     | 41560            | Legal Services - 98 Myrtle Avenue 1C           | \$605.00        | \$0.00             |                     | \$605.00       |
| GLUCK WALRATH LLP                             | 5/21/2019 | 5/1/2019     | 41565            | Legal Services - Jai Bajrang Invest, LLC.      | \$3,462.50      | \$0.00             |                     | \$3,462.50     |
| GLUCK WALRATH LLP                             | 5/21/2019 | 4/30/2019    | 41017            | Legal Services - 111 Claremont Avenue          | \$262.50        | \$0.00             |                     | \$262.50       |
| GLUCK WALRATH LLP                             | 5/21/2019 | 5/1/2019     | 41566            | Legal Services - Cara Squared, LLC             | \$2,457.50      | \$0.00             |                     | \$2,457.50     |
| GLUCK WALRATH LLP                             | 5/21/2019 | 5/1/2019     | 41564            | Legal Services - Bright and Varick Urban Re    | \$82.50         | \$0.00             |                     | \$82.50        |
| GLUCK WALRATH LLP                             | 5/21/2019 | 4/30/2019    | 41249            | Legal Services - L&M Paulus Hook               | \$3,830.00      | \$0.00             |                     | \$3,830.00     |
| GLUCK WALRATH LLP                             | 5/21/2019 | 4/30/2019    | 41390            | Legal Services - L&M Paulus Hook               | \$110.00        | \$0.00             |                     | \$110.00       |
| GLUCK WALRATH LLP                             | 5/21/2019 | 5/1/2019     | 41562            | Legal Services - 137 Myrtle                    | \$682.50        | \$0.00             |                     | \$682.50       |
| GLUCK WALRATH LLP                             | 5/21/2019 | 4/10/2019    | 41397            | Legal Services - Jai Bajrang Invest-826 Ocea   | \$3,930.93      | \$0.00             |                     | \$3,930.93     |
| GLUCK WALRATH LLP                             | 5/21/2019 | 5/1/2019     | 41561            | Legal Services - 182 Claremont                 | \$52.50         | \$0.00             |                     | \$52.50        |
| GLUCK WALRATH LLP                             | 5/21/2019 | 5/1/2019     | 41567            | Legal Services - BLP                           | \$35.00         | \$0.00             |                     | \$35.00        |
| GLUCK WALRATH LLP                             | 5/21/2019 | 5/1/2019     | 41559            | Legal Services - 364-366 Palisade Avenue       | \$752.50        | \$0.00             |                     | \$752.50       |
| GLUCK WALRATH LLP                             | 5/21/2019 | 4/30/2019    | 41011            | Legal Services - L&M Paulus Hook               | \$1,512.50      | \$0.00             |                     | \$1,512.50     |
| GLUCK WALRATH LLP                             | 5/21/2019 | 5/1/2019     | 41563            | Legal Services - 152 MLK                       | \$2,425.00      | \$0.00             |                     | \$2,425.00     |
| GLUCK WALRATH LLP                             | 5/21/2019 | 4/30/2019    | 40626            | Legal Services - 111 Claremont Avenue          | \$192.50        | \$0.00             |                     | \$192.50       |
| GLUCK WALRATH LLP                             | 5/21/2019 | 5/1/2019     | 41568            | Legal Services - PSE&G License Agreement -     | \$840.00        | \$0.00             |                     | \$840.00       |
| GLUCK WALRATH LLP                             | 5/21/2019 | 5/1/2019     | 41558            | Legal Services - APRA                          | \$1,159.32      | \$0.00             |                     | \$1,159.32     |
|   |           |              |                  | Totals for GLUCK WALRATH LLP:                  | \$22,392.75     | \$0.00             |                     | \$22,392.75    |
| <b>GRO ARCHITECTS</b>                         |           |              |                  |  |                 |                    |                     |                |
| GRO ARCHITECTS                                | 5/21/2019 | 4/15/2019    | 405 Ocean_041519 | Architectural Design Services                  | \$9,000.00      | \$0.00             |                     | \$9,000.00     |
|   |           |              |                  | Totals for GRO ARCHITECTS:                     | \$9,000.00      | \$0.00             |                     | \$9,000.00     |
| <b>HUDSON COUNTY REGISTER</b>                 |           |              |                  |  |                 |                    |                     |                |
| HUDSON COUNTY REGISTER                        | 5/21/2019 | 4/23/2019    | 1497414          | Recording Certificate of Redemption            | \$31.00         | \$0.00             |                     | \$31.00        |
|   |           |              |                  | Totals for HUDSON COUNTY REGISTER:             | \$31.00         | \$0.00             |                     | \$31.00        |
| <b>Jason Friedkin</b>                         |           |              |                  |  |                 |                    |                     |                |
| Jason Friedkin                                | 5/21/2019 | 5/8/2019     | 05/08/19         | Reimbursement for Eyeglasses                   | \$95.00         | \$0.00             |                     | \$95.00        |
|   |           |              |                  | Totals for Jason Friedkin:                     | \$95.00         | \$0.00             |                     | \$95.00        |
| <b>JC MUNICIPAL UTILITIES AUTHORI</b>         |           |              |                  |  |                 |                    |                     |                |
| JC MUNICIPAL UTILITIES AUTHORI                | 5/21/2019 | 4/22/2019    | 3030634854000    | Water charges - 665 Ocean Avenue               | \$130.77        | \$0.00             |                     | \$130.77       |
|   |           |              |                  | Totals for JC MUNICIPAL UTILITIES AUTHORI:     | \$130.77        | \$0.00             |                     | \$130.77       |
| <b>Jesamil Suazo</b>                          |           |              |                  |  |                 |                    |                     |                |

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|-----------------------------------|-----------|--------------|----------------------|---|-----------------|--------------------|---------------------|----------------|
| Jesani Suazo                      | 5/21/2019 | 5/1/2019     | 05/01/19 Dental      | Reimbursement for Dental                      | \$1,600.00      | \$0.00             |                     | \$1,600.00     |
| Jesani Suazo                      | 5/21/2019 | 5/4/2019     | 05/08/19 RD          | Reimbursement for Dental                      | \$950.00        | \$0.00             |                     | \$950.00       |
|                                   |           |              |                      | Totals for Jesani Suazo:                      | \$2,550.00      | \$0.00             |                     | \$2,550.00     |
| JIM SORGE, INC.                   | 5/21/2019 | 12/31/2018   | 35941                | Professional Fees through 02/28/19 JCRA Gra   | \$2,455.00      | \$0.00             |                     | \$2,455.00     |
| JIM SORGE, INC.                   | 5/21/2019 | 5/15/2019    | 36292                | Professional Fees through 02/28/19 JCRA Gra   | \$12,433.89     | \$0.00             |                     | \$12,433.89    |
|                                   |           |              |                      | Totals for JIM SORGE, INC.:                   | \$14,888.89     | \$0.00             |                     | \$14,888.89    |
| JOHNNY ON THE SPOT, LLC           | 5/21/2019 | 3/28/2019    | 0000572517           | BLP 1000 Garfield Avenue JC                   | \$2,310.53      | \$0.00             |                     | \$2,310.53     |
| JOHNNY ON THE SPOT, LLC           | 5/21/2019 | 4/25/2019    | 0000582891           | BLP 1000 Garfield Avenue                      | \$2,517.35      | \$0.00             |                     | \$2,517.35     |
|                                   |           |              |                      | Totals for JOHNNY ON THE SPOT, LLC:           | \$4,827.88      | \$0.00             |                     | \$4,827.88     |
| KINNEY LISOVICZ REILLY & WOLFF PC | 5/21/2019 | 4/2/2019     | 11829                | Legal Services - 320 MLK Drive                | \$1,295.00      | \$0.00             |                     | \$1,295.00     |
| KINNEY LISOVICZ REILLY & WOLF     | 5/21/2019 | 2/2/2018     | 11830                | Legal Services - JCRA v Friends of the Loew's | \$2,135.00      | \$0.00             |                     | \$2,135.00     |
| KINNEY LISOVICZ REILLY & WOLF     | 5/21/2019 | 4/2/2019     | 11826                | Legal Services - Leonbruno v Fowlkes          | \$997.50        | \$0.00             |                     | \$997.50       |
| KINNEY LISOVICZ REILLY & WOLF     | 5/21/2019 | 5/6/2019     | 12234                | Legal Services - 320 MLK                      | \$1,050.00      | \$0.00             |                     | \$1,050.00     |
| KINNEY LISOVICZ REILLY & WOLF     | 5/21/2019 | 4/30/2019    | 11827                | Legal Services - JCRA v The Crazy Greek       | \$459.06        | \$0.00             |                     | \$459.06       |
| KINNEY LISOVICZ REILLY & WOLF     | 5/21/2019 | 5/6/2019     | 12250                | Legal Services - Leonbruno v Fowlkes          | \$396.40        | \$0.00             |                     | \$396.40       |
| KINNEY LISOVICZ REILLY & WOLF     | 5/21/2019 | 4/2/2019     | 11828                | Legal Services - General Legal                | \$757.50        | \$0.00             |                     | \$757.50       |
| KINNEY LISOVICZ REILLY & WOLF     | 5/21/2019 | 5/6/2019     | 12255                | Legal Services - JCRA v Friends of the Loew's | \$35.00         | \$0.00             |                     | \$35.00        |
| KINNEY LISOVICZ REILLY & WOLF     | 5/21/2019 | 5/6/2019     | 12251                | Legal Services - Employment Issues            | \$87.50         | \$0.00             |                     | \$87.50        |
| KINNEY LISOVICZ REILLY & WOLF     | 5/21/2019 | 5/6/2019     | 12252                | Legal Services - JCRA v The Crazy Greek, LL   | \$52.50         | \$0.00             |                     | \$52.50        |
| KINNEY LISOVICZ REILLY & WOLF     | 5/21/2019 | 5/6/2019     | 12253                | Legal Services - General Legal                | \$398.90        | \$0.00             |                     | \$398.90       |
|                                   |           |              |                      | Totals for KINNEY LISOVICZ REILLY & WOLFF PC: | \$7,664.36      | \$0.00             |                     | \$7,664.36     |
| Laurie Romo                       | 5/21/2019 | 5/11/2019    | 05/11/19             | Reimbursement for Dental                      | \$295.00        | \$0.00             |                     | \$295.00       |
|                                   |           |              |                      | Totals for Laurie Romo:                       | \$295.00        | \$0.00             |                     | \$295.00       |
| LM PLAZA 4A PARKING LLC           | 5/21/2019 | 5/21/2019    | 2037                 | Monthly Parking for 14 Spaces                 | \$3,652.18      | \$0.00             |                     | \$3,652.18     |
|                                   |           |              |                      | Totals for LM PLAZA 4A PARKING LLC:           | \$3,652.18      | \$0.00             |                     | \$3,652.18     |
| LWDMR ARCHITECTS                  | 5/21/2019 | 4/18/2019    | 17                   | Professional Services - 292 MLK Drive (Phas   | \$2,613.75      | \$0.00             |                     | \$2,613.75     |
|                                   |           |              |                      | Totals for LWDMR ARCHITECTS:                  | \$2,613.75      | \$0.00             |                     | \$2,613.75     |
| MARIA E. AGUILAR-AMBROSSI         | 5/21/2019 | 5/17/2019    | Reimbursement        | Reimbursement for Dental - Self               | \$1,795.00      | \$0.00             |                     | \$1,795.00     |
|                                   |           |              |                      | Totals for MARIA E. AGUILAR-AMBROSSI:         | \$1,795.00      | \$0.00             |                     | \$1,795.00     |
| MARYPAT NOONAN                    | 5/21/2019 | 5/1/2019     | 05/01/19 Dental Self | Reimbursement for Dental                      | \$193.00        | \$0.00             |                     | \$193.00       |

# Jersey City Redevelopment Agency

## Cash Requirements Report

| Vendor Name                                    | Due Date  | Invoice Date | Invoice Number      | Invoice Description                           | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|--|-----------|--------------|---------------------|---|-----------------|--------------------|---------------------|----------------|
| <b>MCMANIMON, SCOTLAND &amp; BAUMANN, LLC</b>  |           |              |                     |   |                 |                    |                     |                |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161458              | Legal Services - 25 Clinton Avenue            | \$315.00        | \$0.00             |                     | \$315.00       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 8/31/2018    | 156291              | Legal Services - Laurel /Saddlewood           | \$280.00        | \$0.00             |                     | \$280.00       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161441              | Legal Services - 25 Pathside JC               | \$1,139.38      | \$0.00             |                     | \$1,139.38     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161450              | Legal Services - Hampshire                    | \$332.50        | \$0.00             |                     | \$332.50       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161443              | Legal Services - Argent - Aetna Monmouth      | \$2,040.00      | \$0.00             |                     | \$2,040.00     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161436              | Legal Services - PPG Redevelopment            | \$1,155.00      | \$0.00             |                     | \$1,155.00     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 10/29/2018   | 157241              | Legal Services - Harsimus Cove                | \$87.50         | \$0.00             |                     | \$87.50        |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161461              | Legal Services - Liberty Harbor North Tranz-i | \$402.50        | \$0.00             |                     | \$402.50       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161459              | Legal Services - Port Jersey Second Lead Tra  | \$542.50        | \$0.00             |                     | \$542.50       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161460              | Legal Services - General Counsel              | \$5,705.00      | \$0.00             |                     | \$5,705.00     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161462              | Legal Services - 284 MLK Drive                | \$997.50        | \$0.00             |                     | \$997.50       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161453              | Legal Services - Wallabout Realty             | \$2,238.18      | \$0.00             |                     | \$2,238.18     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161445              | Legal Services - Powerhouse                   | \$754.82        | \$0.00             |                     | \$754.82       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161451              | Legal Services - Nader-Homestead              | \$227.50        | \$0.00             |                     | \$227.50       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161447              | Legal Services - 8 Aetna                      | \$390.00        | \$0.00             |                     | \$390.00       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161449              | Legal Services - Tonelle Avenue               | \$577.50        | \$0.00             |                     | \$577.50       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 8/31/2018    | 156294              | Legal Services - General Ledger               | \$1,837.50      | \$0.00             |                     | \$1,837.50     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161455              | Legal Services - Newark Avenue- Canbis        | \$2,065.00      | \$0.00             |                     | \$2,065.00     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161456              | Legal Services - Procurement                  | \$1,015.00      | \$0.00             |                     | \$1,015.00     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161457              | Legal Services - Novus Equities -461 Commur   | \$1,590.00      | \$0.00             |                     | \$1,590.00     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/15/2019    | 161435              | Legal Services: Grand Jersey Development      | \$70.00         | \$0.00             |                     | \$70.00        |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 3/25/2019    | 160607              | Legal Services - 8 Aetna                      | \$6,600.00      | \$0.00             |                     | \$6,600.00     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161437              | Legal Services - BLP                          | \$1,505.00      | \$0.00             |                     | \$1,505.00     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161439              | Legal Services - Argent Venture/Johnson Vie   | \$13,635.49     | \$0.00             |                     | \$13,635.49    |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161440              | Legal Services - Johnston Station             | \$490.00        | \$0.00             |                     | \$490.00       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161442              | Legal Services - Sip Avenue                   | \$206.17        | \$0.00             |                     | \$206.17       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161438              | Legal Services - JC Statco Building           | \$652.04        | \$0.00             |                     | \$652.04       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161454              | Legal Services -125 Monitor Street            | \$360.00        | \$0.00             |                     | \$360.00       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161452              | Legal Services - 184 Morgan                   | \$300.00        | \$0.00             |                     | \$300.00       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 156334              | Legal Services - Hampshire                    | \$5,092.04      | \$0.00             |                     | \$5,092.04     |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 6/15/2018    | 160618              | Legal Services - 975 Garfield Avenue          | \$210.00        | \$0.00             |                     | \$210.00       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 3/25/2019    | 160618              | Legal Services - Morris Coral - Greenway      | \$350.00        | \$0.00             |                     | \$350.00       |
| MCMANIMON, SCOTLAND & BAU                      | 5/21/2019 | 4/25/2019    | 161446              | Legal Services - Port Jersey Second Lead Tra  | \$542.50        | \$0.00             |                     | \$542.50       |
| Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: |           |              |                     |   | \$53,705.62     | \$0.00             |                     | \$53,705.62    |
| <b>METLIFE</b>                                 |           |              |                     |   |                 |                    |                     |                |
| METLIFE  | 5/21/2019 | 4/29/2019    | Case # 3639/842276  | Employee's Deferred Salary per PReuding J     | \$450.00        | \$0.00             |                     | \$450.00       |
| METLIFE  | 5/21/2019 | 4/29/2019    | Case#3639/842276 6/ | Employee's Deferred Salary per PReuding J     | \$450.00        | \$0.00             |                     | \$450.00       |
| Totals for METLIFE:                            |           |              |                     |   | \$900.00        | \$0.00             |                     | \$900.00       |
| <b>MOISHE'S MOVING SYSTEMS</b>                 |           |              |                     |   |                 |                    |                     |                |
| MOISHE'S MOVING SYSTEMS                        | 5/21/2019 | 5/1/2019     | 05/01/19            | Storage Space at Dey St.                      | \$700.00        | \$0.00             |                     | \$700.00       |

# Jersey City Redevelopment Agency

## Cash Requirements Report

| Vendor Name                                    | Due Date  | Invoice Date | Invoice Number     | Invoice Description  | Invoice Balance    | Potential Discount | Discount Expires On | Net Amount Due     |
|--|-----------|--------------|--------------------|--|--------------------|--------------------|---------------------|--------------------|
| <b>MONACO LOCK COMPANY</b>                     |           |              |                    | <b>Totals for MOISHE'S MOVING SYSTEMS:</b>                 | <b>\$700.00</b>    | <b>\$0.00</b>      |                     | <b>\$700.00</b>    |
| MONACO LOCK COMPANY                            | 5/21/2019 | 12/31/2018   | 35941              | Professional Services - 292 MLK Dr.                        | \$974.56           | \$0.00             |                     | \$974.56           |
|  |           |              |                    | <b>Totals for MONACO LOCK COMPANY:</b>                     | <b>\$974.56</b>    | <b>\$0.00</b>      |                     | <b>\$974.56</b>    |
| <b>NJ ADVANCE MEDIA, LLC</b>                   |           |              |                    |  |                    |                    |                     |                    |
| NJ ADVANCE MEDIA, LLC                          | 5/21/2019 | 4/30/2019    | XIERS4747218       | Star Ledger 04/01/19-04/30/19                              | \$246.29           | \$0.00             |                     | \$246.29           |
|  |           |              |                    | <b>Totals for NJ ADVANCE MEDIA, LLC:</b>                   | <b>\$246.29</b>    | <b>\$0.00</b>      |                     | <b>\$246.29</b>    |
| <b>NJ LEAGUE OF MUNICIPALITIES</b>             |           |              |                    |  |                    |                    |                     |                    |
| NJ LEAGUE OF MUNICIPALITIES                    | 5/21/2019 | 5/21/2019    | Conference         | Mini One Day Conference - Elizabeth Vasque                 | \$115.00           | \$0.00             |                     | \$115.00           |
|  |           |              |                    | <b>Totals for NJ LEAGUE OF MUNICIPALITIES:</b>             | <b>\$115.00</b>    | <b>\$0.00</b>      |                     | <b>\$115.00</b>    |
| <b>OMA*AMO Architecture PC</b>                 |           |              |                    |  |                    |                    |                     |                    |
| OMA*AMO Architecture PC                        | 5/21/2019 | 5/9/2019     | S01365             | Professional Services Fees - JC Museum Phas                | \$35,834.00        | \$0.00             |                     | \$35,834.00        |
|  |           |              |                    | <b>Totals for OMA*AMO Architecture PC:</b>                 | <b>\$35,834.00</b> | <b>\$0.00</b>      |                     | <b>\$35,834.00</b> |
| <b>Prestige Environmental</b>                  |           |              |                    |  |                    |                    |                     |                    |
| Prestige Environmental                         | 5/21/2019 | 4/24/2019    | 04/24/19           | Professional Services - Preliminary Assessment             | \$3,250.00         | \$0.00             |                     | \$3,250.00         |
|  |           |              |                    | <b>Totals for Prestige Environmental:</b>                  | <b>\$3,250.00</b>  | <b>\$0.00</b>      |                     | <b>\$3,250.00</b>  |
| <b>PURCHASE POWER</b>                          |           |              |                    |  |                    |                    |                     |                    |
| PURCHASE POWER                                 | 5/21/2019 | 5/20/2019    | 8000-9090-1032-112 | Leasing Charges  | \$201.00           | \$0.00             |                     | \$201.00           |
|  |           |              |                    | <b>Totals for PURCHASE POWER:</b>                          | <b>\$201.00</b>    | <b>\$0.00</b>      |                     | <b>\$201.00</b>    |
| <b>RUTGERS UNIVERSITY</b>                      |           |              |                    |  |                    |                    |                     |                    |
| RUTGERS UNIVERSITY                             | 5/21/2019 | 5/14/2019    | 47097              | Registration Fee - Jason Friedkin                          | \$703.00           | \$0.00             |                     | \$703.00           |
| RUTGERS UNIVERSITY                             | 5/21/2019 | 5/14/2019    | 47098              | Registration Fee - Maria E. Aguilar                        | \$703.00           | \$0.00             |                     | \$703.00           |
|  |           |              |                    | <b>Totals for RUTGERS UNIVERSITY:</b>                      | <b>\$1,406.00</b>  | <b>\$0.00</b>      |                     | <b>\$1,406.00</b>  |
| <b>SCG, Inc. Dinettes</b>                      |           |              |                    |  |                    |                    |                     |                    |
| SCG, Inc. Dinettes                             | 5/21/2019 | 4/4/2019     | 040419-1           | Professional Services - Stair Lift Service call            | \$495.00           | \$0.00             |                     | \$495.00           |
|  |           |              |                    | <b>Totals for SCG, Inc. Dinettes:</b>                      | <b>\$495.00</b>    | <b>\$0.00</b>      |                     | <b>\$495.00</b>    |
| <b>SITEONE LANDSCAPING SUPPLY HOLDING, LLC</b> |           |              |                    |  |                    |                    |                     |                    |
| SITEONE LANDSCAPING SUPPLY HOLDING, LLC        | 5/21/2019 | 5/4/2019     | 90716497-001       | BLP Flowers  | \$3,337.36         | \$0.00             |                     | \$3,337.36         |
|  |           |              |                    | <b>Totals for SITEONE LANDSCAPING SUPPLY HOLDING, LLC:</b> | <b>\$3,337.36</b>  | <b>\$0.00</b>      |                     | <b>\$3,337.36</b>  |
| <b>STAPLES CREDIT PLAN</b>                     |           |              |                    |  |                    |                    |                     |                    |
| STAPLES CREDIT PLAN                            | 5/21/2019 | 5/5/2019     | 2274087501         | Office Supplies - 04/30/19                                 | \$41.57            | \$0.00             |                     | \$41.57            |
| STAPLES CREDIT PLAN                            | 5/21/2019 | 4/5/2019     | 2260252971         | Office Supplies - 03/14/19-03/20/19                        | \$543.60           | \$0.00             |                     | \$543.60           |
|  |           |              |                    | <b>Totals for STAPLES CREDIT PLAN:</b>                     | <b>\$585.17</b>    | <b>\$0.00</b>      |                     | <b>\$585.17</b>    |
| <b>Target Fire Protection</b>                  |           |              |                    |  |                    |                    |                     |                    |
| Target Fire Protection                         | 5/21/2019 | 3/31/2019    | 8333               | Install Riser Assembly - 292 MLK Drive                     | \$6,021.00         | \$0.00             |                     | \$6,021.00         |
|  |           |              |                    | <b>Totals for Target Fire Protection:</b>                  | <b>\$6,021.00</b>  | <b>\$0.00</b>      |                     | <b>\$6,021.00</b>  |

# Jersey City Redevelopment Agency

## Cash Requirements Report

| Vendor Name                                       | Due Date  | Invoice Date | Invoice Number | Invoice Description                                    | Invoice Balance | Potential Discount | Discount Expires On | Net Amount Due |
|---|-----------|--------------|----------------|--|-----------------|--------------------|---------------------|----------------|
| <b>THE EVENING JOURNAL ASSOCIATION</b>            |           |              |                |  |                 |                    |                     |                |
| THE EVENING JOURNAL ASSOCIAT                      | 5/21/2019 | 4/30/2019    | 1147810 03/19  | Public Notices   | \$760.24        | \$0.00             |                     | \$760.24       |
|   |           |              |                | Totals for THE EVENING JOURNAL ASSOCIATION:            | \$760.24        | \$0.00             |                     | \$760.24       |
| <b>The Law Offices of Wanda Chin Monahan, LLC</b> |           |              |                |  |                 |                    |                     |                |
| The Law Offices of Wanda Chin Monahan             | 5/21/2019 | 5/9/2019     | 685            | Legal Services - JCRA -PSE&G                           | \$140.00        | \$0.00             |                     | \$140.00       |
| The Law Offices of Wanda Chin Monahan             | 5/21/2019 | 4/4/2019     | 657            | Legal Services - PSE&G Hampshire/Borie                 | \$315.00        | \$0.00             |                     | \$315.00       |
|   |           |              |                | Totals for The Law Offices of Wanda Chin Monahan, LLC: | \$455.00        | \$0.00             |                     | \$455.00       |
| <b>TWIN ROCKS SPRING WATER</b>                    |           |              |                |  |                 |                    |                     |                |
| TWIN ROCKS SPRING WATER                           | 5/21/2019 | 4/18/2019    | 5585790        | Water - Cooler Rental                                  | \$149.70        | \$0.00             |                     | \$149.70       |
|   |           |              |                | Totals for TWIN ROCKS SPRING WATER:                    | \$149.70        | \$0.00             |                     | \$149.70       |
| <b>UNITED WAY OF HUDSON COUNTY</b>                |           |              |                |  |                 |                    |                     |                |
| UNITED WAY OF HUDSON COUNT                        | 5/21/2019 | 4/4/2019     | 04/04/19       | Case Management, Supervision                           | \$4,791.67      | \$0.00             |                     | \$4,791.67     |
| UNITED WAY OF HUDSON COUNT                        | 5/21/2019 | 5/13/2019    | 05/13/19       | Case Management, Supervision                           | \$4,791.67      | \$0.00             |                     | \$4,791.67     |
|   |           |              |                | Totals for UNITED WAY OF HUDSON COUNTY:                | \$9,583.34      | \$0.00             |                     | \$9,583.34     |
| <b>VERIZON</b>                                    |           |              |                |  |                 |                    |                     |                |
| VERIZON   | 5/21/2019 | 4/23/2019    | 9828847666     | Agency Cell Phones                                     | \$403.84        | \$0.00             |                     | \$403.84       |
|   |           |              |                | Totals for VERIZON:                                    | \$403.84        | \$0.00             |                     | \$403.84       |
| <b>XEROX CORPORATION</b>                          |           |              |                |  |                 |                    |                     |                |
| XEROX CORPORATION                                 | 5/21/2019 | 4/20/2019    | 096630337      | Meter Usage  | \$233.20        | \$0.00             |                     | \$233.20       |
|   |           |              |                | Totals for XEROX CORPORATION:                          | \$233.20        | \$0.00             |                     | \$233.20       |
| <b>GRAND TOTALS:</b>                              |           |              |                |  | \$377,159.04    | \$0.00             |                     | \$377,159.04   |

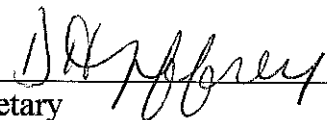
# Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today  
Show invoices open as of today  
Do not include invoices scheduled to be generated  
Calculate discounts as of today  
Include all invoice dates  
Include all post dates  
Include these due dates: Today (5/21/2019)  
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  
MAY 21, 2019**

**WHEREAS**, the Board of Commissioners of the Jersey City Redevelopment Agency  
have received copies of the Personnel List as of May 21, 2019

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Commissioners of the  
Jersey City Redevelopment Agency that the Personnel List as of May 21, 2019 be approved  
as presented.

  
Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of  
Commissioners adopted at their Meeting dated May 21, 2019.

| <u>RECORD OF COMMISSIONERS VOTE</u> |            |            |                |               |
|-------------------------------------|------------|------------|----------------|---------------|
| <u>NAME</u>                         | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                     | ✓          |            |                |               |
| Douglas Carlucci                    | ✓          |            |                |               |
| Evelyn Farmer                       |            |            |                | ✓             |
| Erma D. Greene                      | ✓          |            |                |               |
| Darwin R. Ona                       | ✓          |            |                |               |
| Denise Ridley                       |            |            |                | ✓             |
| Daniel Rivera                       | ✓          |            |                |               |



Regular Meeting  
May 21, 2019

**A G E N D A**

**INFORMATIONAL ITEM**

**Morris Canal Redevelopment Area** - In March 2018 the Agency designated 327 Communipaw Ave., LLC as redeveloper of property located at Block 20201, Lot 85 (327 Communipaw Avenue). In December 2018 the Agency authorized the execution of a redevelopment agreement with 327 Communipaw Ave., LLC. The redeveloper plans to construct a five (5) story building with 16 residential units of which one (1) unit shall be maintained as affordable. During negotiation of the redevelopment agreement it was agreed that the affordable unit will be no more than 50% of the AMI (Area Median Income) instead of 80%, and the redevelopment agreement has been corrected accordingly.

**Mary Pat Noonan**

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY REJECTING BIDS  
FOR SALTING AND SNOW REMOVAL SERVICES WITHIN ALL  
REDEVELOPMENT AREAS**

**WHEREAS**, the Jersey City Redevelopment Agency (the "**Agency**") is an instrumentality of the City of Jersey City (the "**City**") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the "**Redevelopment Law**"); and

**WHEREAS**, in accordance with the Redevelopment Law, the Agency owns and manages certain properties throughout the City, which require routine maintenance and upkeep; and

**WHEREAS**, the Agency is a contracting unit authorized to procure services in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**"); and

**WHEREAS**, on April 9, 2019, the Agency accepted bids for salting and snow removal services on its properties throughout the City; and

**WHEREAS**, the Chief Financial Officer of the Agency has recommended that the bids be rejected as the Agency intends to substantially revise the specifications for the services sought in accordance with *N.J.S.A. 40A:11-13.2(d)* of the LPCL; and

**WHEREAS**, the Board of Commissioners of the Agency hereby determines that it is in the best interest of the Agency to reject said bids and to rebid for the services sought,

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

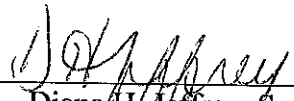
**Section 1.** The above recitals are hereby incorporated herein as if set forth at length.

**Section 2.** The bids received for salting and snow removal services are hereby rejected pursuant to *N.J.S.A. 40A:11-13.2(d)*.

**Section 3.** The Chairman, Vice-Chair, Executive Director, Secretary and/or Qualified Purchasing Agent of the Agency are hereby authorized to revise the specifications for salting and snow removal services and to rebid for such services.

**Section 4.** The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary and to execute any and all documents necessary to effectuate this Resolution in consultation with counsel.

**Section 5.** This Resolution shall take effect immediately.

  
Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |            |            |                |               |
|--|------------|------------|----------------|---------------|
| <u>NAME</u>                                | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                            | ✓          |            |                |               |
| Douglas Carlucci                           | ✓          |            |                |               |
| Evelyn Farmer                              |            |            |                | ✓             |
| Erma D. Greene                             | ✓          |            |                |               |
| Darwin R. Ona                              | ✓          |            |                |               |
| Denise Ridley                              |            |            |                | ✓             |
| Daniel Rivera                              | ✓          |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE  
JERSEY CITY REDEVELOPMENT AGENCY REJECTING BIDS  
FOR VACANT LOT CLEAN-UP AND MAINTENANCE SERVICES  
WITHIN ALL REDVELOPMENT AREA**

**WHEREAS**, the Jersey City Redevelopment Agency (the “**Agency**”) is an instrumentality of the City of Jersey City (the “**City**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

**WHEREAS**, in accordance with the Redevelopment Law, the Agency owns and manages certain properties throughout the City, which require routine maintenance and upkeep; and

**WHEREAS**, the Agency is a contracting unit authorized to procure services in accordance with the Local Public Contracts Law, *N.J.S.A. 40A-11-1 et seq.* (the “**LPCL**”); and

**WHEREAS**, on April 9, 2019, the Agency accepted bids for vacant lot clean-up and maintenance services; and

**WHEREAS**, the Chief Financial Officer of the Agency has recommended that the bids be rejected as the Agency intends to substantially revise the specifications for the services sought in accordance with *N.J.S.A. 40A:11-13.2(d)* of the LPCL;

**WHEREAS**, the Board of Commissioners of the Agency hereby determines that it is in the best interest of the Agency to reject said bids and to rebid for the services sought,

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

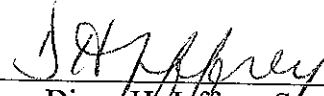
**Section 1.** The above recitals are hereby incorporated herein as if set forth at length.

**Section 2.** The bids received for vacant lot clean-up and maintenance services are hereby rejected pursuant to *N.J.S.A. 40A:11-13.2(d)*.

**Section 3.** The Chairman, Vice-Chair, Executive Director, Secretary and/or Qualified Purchasing Agent of the Agency are hereby authorized to revise the specifications for vacant lot clean-up and maintenance services and to rebid for such services.

**Section 4.** The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary and to execute any and all documents necessary to effectuate this Resolution in consultation with counsel.

**Section 5.** This Resolution shall take effect immediately.



Diana H. Jeffrey, 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 its Regular Meeting of May 21, 2019.**

| <b><u>RECORD OF COMMISSIONERS VOTE</u></b> |            |            |                |               |
|--|------------|------------|----------------|---------------|
| <u>NAME</u>                                | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
| Donald R. Brown                            | ✓          |            |                |               |
| Douglas Carlucci                           | ✓          |            |                |               |
| Evelyn Farmer                              |            |            |                | ✓             |
| Erma D. Greene                             | ✓          |            |                |               |
| Darwin R. Ona                              | ✓          |            |                |               |
| Denise Ridley                              |            |            |                | ✓             |
| Daniel Rivera                              | ✓          |            |                |               |

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY  
REDEVELOPMENT AGENCY AMENDING THE CONTRACT FOR HVAC  
SERVICES AT 180 NINTH STREET IN THE BETZ BREWERY  
REDEVELOPMENT AREA**

**WHEREAS**, the Agency awarded a contract for HVAC system services to In Line Air Conditioning, Inc. for property located at 180 Ninth Street; and

**WHEREAS**, said contract was awarded under the Middlesex Regional ESC Cooperative (MRESC) a state cooperative for the provision of goods and services authorized by N.J.S.A. 52:34-6.2; and

**WHEREAS**, the HVAC unit (compressor) in the telephone equipment closet has failed and is no longer usable and due to age (20 years old) and parts availability we need to replace the system; and

**WHEREAS**, Agency staff has reviewed the proposal and found same acceptable.

**NOW THEREFORE, BE IT RESOLVED** that the contract with In Line Air Conditioning, Inc. be amended to incorporate the necessary work for the HVAC system located on the first floor (computer closet room) in the amount of \$11,210.00.

**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.

  
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 May 21, 2019.

| <b>RECORD OF COMMISSIONERS VOTE</b> |                   |                   |                       |                      |
|-------------------------------------|-------------------|-------------------|-----------------------|----------------------|
| <b><u>NAME</u></b>                  | <b><u>AYE</u></b> | <b><u>NAY</u></b> | <b><u>ABSTAIN</u></b> | <b><u>ABSENT</u></b> |
| Donald R. Brown                     | ✓                 |                   |                       |                      |
| Douglas Carlucci                    | ✓                 |                   |                       |                      |
| Evelyn Farmer                       |                   |                   |                       | ✓                    |
| Erma D. Greene                      | ✓                 |                   |                       |                      |
| Denise Ridley                       |                   |                   |                       | ✓                    |
| Darwin R. Ona                       | ✓                 |                   |                       |                      |
| Daniel Rivera                       | ✓                 |                   |                       |                      |



Heating & Air Conditioning Company

85 East 21<sup>st</sup> Street

Bayonne, N.J. 07002

(201) 339-8122 service@inlinenj.com

Master HVAC License #'s 19HC00505500 / 19HC00505600

# HVAC PROPOSAL

Proposal #: 0000051462

Proposal Date: 5/15/2019

Representative: Mike Gutierrez Sr.

## Client Location:

JC Redevelopment Agency  
66 York Street  
2nd Floor  
Jersey City NJ 07302-3821

J C Redevelopment - CERC  
180 9th Street  
Jersey City NJ 07302-3821

## Proposal to Replace One (1) New Mitsubishi HVAC Systems for Telephone Equipment Closet

Tech found compressor no good and due to age and parts availability, we recommend replacement of system, as follows:

- > Recover refrigerant, if any, from existing system as per EPA guidelines
- > Disconnect all piping, electrical, control lines and drains from existing system.
- > Remove all existing refrigerant piping and accessories and controls.
- > Properly dispose all existing materials off site.
- > Furnish new Mitsubishi ductless a/c heat pump system(s), as broken down below.
- > Mount all Indoor units and Mount outdoor units as described below.
- > Furnish and install new insulated refrigerant lines from indoor units to outdoor units.
- > Connect up refrigerant lines, pressure test with Nitrogen, perform leak test, pull deep vacuum on refrigerant circuit, and charge up system with refrigerant according to manufacturer specifications.
- > Run drain lines and use pumps where necessary to drain out condensate from unit.
- > Run new Mitsubishi 14ga/4 conductor control line from indoor units to outdoor condensing units. > Advise and coordinate with client's licensed electrician the installation of electric service to outdoor unit(s) to be wired according to local/state codes - Work by others, see exclusion below.
- > Provide Mitsubishi certified startup of equipment, performance check, and warranty installation for one year. In-Line is a Mitsubishi Diamond dealer and shall warranty system compressors for a period of seven years and all parts for two years.

## New System Description:

- (1) 12,000 BTU ceiling cassette mount Mitsubishi P series Commercial system to replace existing system.

## Job Specific Notes and Exclusions:

- In-Line shall furnish full equipment submittal's upon acceptance of project.
- Total Amount excludes NJ Sales Tax and Permit Fees
- Electrical hookup is excluded to be done by client's licensed electrician
- Any roofing work on a warrantee roofing system is excluded to be done by client's roofing contractor.

## General Project Exclusions (Unless otherwise noted in scope above):

- > State sales tax, please provide tax exempt certificate

**Proposal Total Amount.....\$11,210.00**

## Client Authorization:

We ask you to please sign below where indicated to authorize In-Line Air Conditioning Co. Inc. to proceed with this proposal. All repair proposals amounts quoted exclude N.J. sales tax. Upon receipt of your authorization, all required parts and materials shall be ordered and the work shall be scheduled. Thank you for your business!

In-Line Authorized Signature: 

Client Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_ PO#: \_\_\_\_\_