

**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 January 21, 2020

<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 Jones	✓			
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 DECEMBER 17, 2019**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Minutes from the Regular Meeting dated December 17, 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 January 21, 2020

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Jones	✓			
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 DECEMBER 17, 2019**

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of **December 17, 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 Regular Meeting of **December 17, 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 January 21, 2020

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
CONDITIONALLY DESIGNATING YORK STREET
WEST LLC AS THE DESIGNATED SUB-
REDEVELOPER OF BLOCK 13805, LOTS 4, 5, 6, 7 AND
8 WITHIN THE BATES STREET REDEVELOPMENT
AREA**

WHEREAS, the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1, et seq., as amended and supplemented ("LRHL"), provides a process for municipalities to participate in the redevelopment and improvement of areas in need of redevelopment with a designated private Redeveloper; and

WHEREAS, pursuant to the LRHL, the Jersey City Redevelopment Agency ("JCRA") is established as an instrumentality of the City of Jersey City (the "City"), with the responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, on August 10, 2005, pursuant to Resolution No. 05-696, the Municipal Council of the City, authorized and directed the Jersey City Planning Board to conduct a preliminary investigation to determine whether the Bates Street Study Area meets the criteria to qualify as an "area in need of redevelopment" under the LRHL; and

WHEREAS, on March 14, 2006, the Jersey City Planning Board held a properly noticed hearing on the preliminary investigation report covering the Bates Street Study Area and recommended that the Municipal Council of the City designate the Bates Street Study as being an "area in need of redevelopment" under criteria a, b, d, e and h of the LRHL; and

WHEREAS, on May 10, 2006, pursuant to Resolution No. 06-335, the Municipal Council of the City declared the Bates Street Study Area to be an area in need of redevelopment under the LRHL; and

WHEREAS, on May 24, 2006, pursuant to Ordinance No. 06-065, the Municipal Council of the City of Jersey City, adopted the Bates Street Redevelopment Plan, which was last amended September 15, 2016 pursuant to Ordinance No. 16-125; and

WHEREAS, on November 21, 2017, pursuant to Resolution No. 17-116, the JCRA designated Bates Redevelopment, LLC as the designated Redeveloper ("Master Redeveloper") of Blocks 13801, 13802, 13803, and 13805 within the Bates Street Redevelopment Area; and

WHEREAS, on or about January 15, 2020, York Street West LLC ("Sub-Redeveloper") made an application to the JCRA to enter into a Sub-Redeveloper Agreement with the JCRA and the Master Redeveloper relative to Block 13805, Lots 4, 5, 6, 7, and 8 (collectively the "York Street Properties"); and

WHEREAS, the York Street Properties are located within the Bates Street Redevelopment Area and are accordingly subject to the Bates Street Redevelopment Plan (the "Redevelopment Plan"); and

WHEREAS, the Sub-Redeveloper's application calls for the development of a mixed use residential and retail project consisting of up to 100 residential rental units, retail space, and parking (the "Project"); and

WHEREAS, pursuant to N.J.S.A. 40A:12A-9, the JCRA, Master Redeveloper and Sub-Redeveloper desire to enter into formal negotiations for the entry of a Sub-Redeveloper Agreement, which shall define and memorialize the respective obligations of the parties hereto with regard to proceeding with the redevelopment of the York Street Properties pursuant to the requirements of the Redevelopment Plan.

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

1. The above recitals are incorporated by reference as if fully set forth herein.
2. The JCRA hereby designates York Street West LLC as the Sub-Redeveloper of the York Street Properties within the Bates Street Redevelopment Area on the condition that a Sub-Redeveloper Agreement is entered between the JCRA, Master Redeveloper and Sub-Redeveloper within 90 days of the adoption of this Resolution.
3. The Executive Director of the JCRA is hereby delegated authority to grant one thirty (30) day extension to the conditional designation, only if all parties are acting in good faith towards the entry of a Sub-Redeveloper Agreement.
4. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized and directed to execute documents necessary to effectuate the purposes of this Resolution subject only to review and approval of the JCRA's counsel.
5. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

6. A copy of this Resolution shall be available for public inspection at the offices of the Agency.
7. This Resolution shall take effect immediately.

J. H. [Signature]

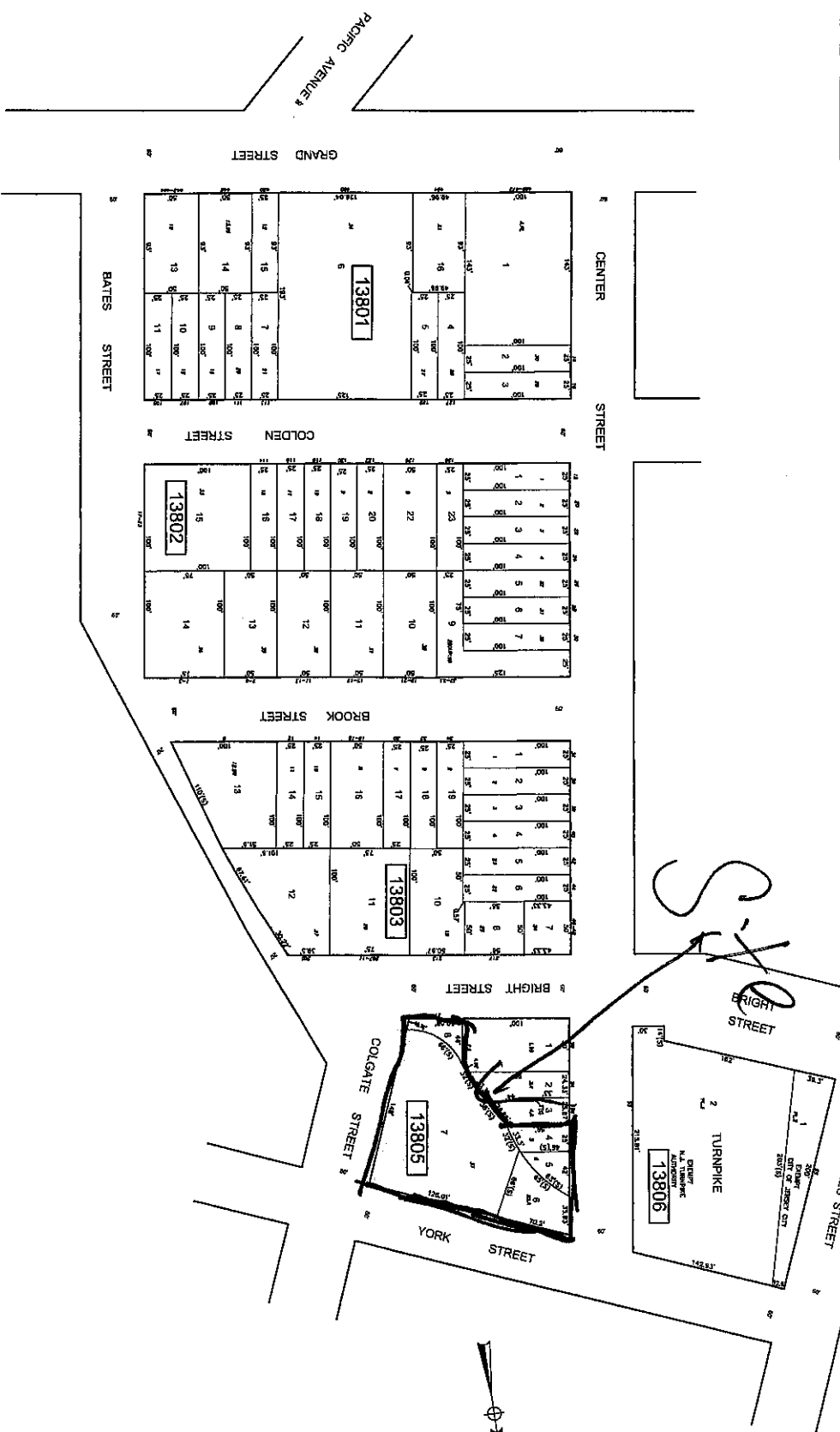
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Regular Meeting of January 21, 2020.

<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 Jones	✓			
Erma D. Greene	✓			
Denise Ridley				✓
Darwin R. Ona	✓			
Daniel Rivera				✓

REVISIONS			
DATE	BY	LOGNO	BLOCK LOT
10/20/01	CHARLES A. ANDERSON	35993	

SEE SHEET 137

SEE SHEET 136



SEE SHEET 157

SEE SHEET 126

AM - CMA424027373300

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

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1"=50' AUGUST, 2008
RICHARD A. MORALLE, P.E., P.L.
T & M ASSOCIATES
11 TINDALL NEW JERSEY 07748
TELEPHONE: 908.278.4400 FAX: 908.278.4401

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
PROFESSIONAL SERVICES AGREEMENT NO. 20-01-MPN2
WITH POTOMAC HUDSON ENVIRONMENTAL, INC. FOR
ENVIRONMENTAL CONSULTING AND LICENSED SITE
REMEDiation PROFESSIONAL SERVICES FOR 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 the completion of the demolition, manage the purchase and closing of the Bayfront parcels, oversee the construction of the road and utility corridors within the open space lots, manage the open space closing, oversee the construction of the infrastructure improvements and coordinate with all utilities, manage the site security, remaining environmental remediation and environmental monitoring responsibilities, procure all necessary professionals, market the Redevelopment Area and the negotiate redevelopment agreements with redevelopers (together with all acts ancillary thereto, collectively the “**Project**”); and

WHEREAS, the City purchased approximately 70 acres of real property located within the Redevelopment Area known as the Bayfront I Redevelopment Area (the “**Property**”) from Bayfront Redevelopment LLC; 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.* and the Redevelopment Plan, the Agency has a need for Environmental Consulting and Licensed Site Remediation Professional Services (“**Environmental and LSRP Services**”) from an experienced and qualified firm to provide regulatory and site remediation services as well as environmental consulting relating to the Property; and

WHEREAS, on January 15, 2019, the Agency approved a Resolution authorizing a professional services agreement with Potomac Hudson Environmental, Inc. ("**PHE**") for work related to the Property and the Project and thereafter, the Agency entered into a Contract 19-01-MPN2 with PHE for Environmental Consulting and Licensed Site Remediation Professional Services which contract expires on January 31, 2020 ("**2019 PHE Contract**"); and

WHEREAS, the Agency wishes to enter into a new professional services agreement with PHE (the "**2020 PHE Contract**") to complete the tasks remaining under the 2019 PHE Contract and continue the remedial investigations and environmental oversight at the Property during the 2020 calendar year (including but not limited to installing additional monitoring wells and surveying wells, performing sampling, inspecting the existing cap, and attending meetings as necessary) in accordance with the proposal dated January 6, 2020 (the "**Proposal**"), for a contract amount not to exceed \$116,304.60, consisting of \$37,739.60 to complete work detailed in the 2019 PHE Contract and \$78,565.00 for additional work; and

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

WHEREAS, the 2020 PHE Contract amount shall be inclusive of all PHE labor and expenses; and

WHEREAS, in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**"), contracts for professional services may be awarded without public advertising for bids and bidding therefor; and

WHEREAS, in accordance with the LPCL, the Environmental and LSRP Services are professional services exempt from public bidding; and

WHEREAS, notice of the award of the 2020 PHE Contract shall be published in a newspaper of general circulation in accordance with the LPCL,

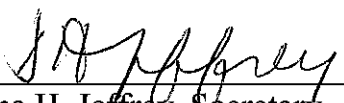
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

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 PHE to perform the Environmental and LSRP Services in accordance with the Proposal, and payable at the rates set forth in the Proposal, for a total contract amount not to exceed One Hundred Sixteen Thousand Three Hundred and Four Dollars and Sixty Cents (\$116,304.60) and for a term to expire on January 31, 2021, all in accordance with 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 agreement 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 January 21, 2020.

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



POTOMAC-HUDSON ENVIRONMENTAL, INC.

January 6, 2020

Transmit via Electronic Mail

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

Re: Cost Estimate for Continued Environmental Consulting and
Licensed Site Remediation Professional Services
Bayfront I Redevelopment Area
Jersey City, Hudson County, New Jersey

Dear Ms. Noonan:

The Professional Services Contract No. 19-01-MPN2 expires on January 31, 2020. As a result, and pursuant to our recent project meeting Potomac-Hudson Environmental, Inc. ("PHEnv"), is providing a cost proposal for continuing our service to the Jersey City Redevelopment Agency (JCRA) (hereinafter "Client") for another contract year. Our requested total estimate for the next contract year is **\$ 116,304.60**. The basis for this total cost is described in the following paragraphs.

In developing this cost proposal, we have taken into consideration i) tasks that are in our existing contract but have yet to be implemented, ii) the balance that remain in certain tasks, iii) tasks which require additional funding based upon data obtained by PHEnv, and iv) our current understanding of project requirements. Detailed information regarding the existing tasks, ongoing tasks and their costs are provided in the following tables and text.

Status of Existing Contract

The following table provides details regarding the remaining budget for individual tasks under the existing Professional Services Contract No. 19-01-MPN2. The table includes invoicing for December 2019 and January 2020. The balance represents funds that should be carried over into the next contract year.

Task	Original Cost	Billed to Date	To Be Billed For December 2019	Balance Remaining
1. Retain LSRP on behalf of JCRA	\$170	\$170		\$0
2. Assist in transfer of soil and groundwater RAPs to JCRA	\$1,020	\$0		\$1,020
3. Assist in transfer of NJDEP Waterfront Development Permit	\$330	\$0		\$330
4. Assist in transfer of Army Corps Nationwide Permit Confirmation	\$330	\$0		\$330
5. Assist in transfer of Hudson-Essex-Passaic Soil Conservation District Soil Erosion Sedimentation	\$165	\$0		\$165

Scientists • Planners • Engineers

P.O. Box 7, 207 S. Stevens Avenue, South Amboy, New Jersey 08879 • Phone: 732-525-3100 • Fax: 732-525-9254
P.O. Box 1206, 136 W. 18th Street, New York, New York 10011 • Phone: 212-243-3574 • Fax: 212-645-4634
16-4 Chapel Avenue, Jersey City, New Jersey 07305 • Phone: 201-413-0990 • Fax: 201-413-0960

Task	Original Cost	Billed to Date	To Be Billed For December 2019	Balance Remaining
Control Plan related to soil pile				
6. Assist in ongoing maintenance of soil pile on property	\$4,440			\$4,440
7. Install one groundwater monitoring well	\$5,350	\$4,456		\$894
8. Conduct one round of quarterly groundwater monitoring at three wells and prepare CEA documentation, RAP, RAR and RAO				
Sub task a	\$1,550	\$1,616.84		(\$66.84)
Sub task b	\$24,800	\$3,555		\$21,245
9. Conduct annual inspection of engineering controls and prepare Biennial Certifications for four separate soil RAPs.	\$8,000	\$0	\$ 765	\$7,235
10. Conduct one round of annual groundwater monitoring well sampling at five wells for two separate groundwater RAPs and prepare annual monitoring report for each RAP.	\$6,760	\$5,097.56		\$1,662.44
11. Contingency for miscellaneous administrative tasks.	\$1,980	\$860	\$ 660	\$ 460
12. Project Management/Attend Meetings	\$3,390	\$3,365		\$ 25
Total	\$58,285			\$37,739.60

Description of Additional Work and Funding

The tasks described above that require additional funding include the following:

- Task 8 - Continued investigation of groundwater conditions related to JCDPW -1A/3A project having a NJDEP Program Interest # 019985;
- Task 9 – Conduct of permit required cap inspections;
- Task 10 - Additional sampling and analysis required for the SA-6 North, Site 088 JCIA-1B UST AOC having a NJDEP Program Interest #014142; and
- Task 12 – Continued project management/attendance at project meetings.

The basis for the additional funding request for each task is provided in the following paragraphs.

Task 8

On April 1, 2019 a groundwater sampling and analysis program was conducted on wells located at the JCDPW-1A/3A area. The program included one well recently installed by PHEnv designated 087-MW-JC2019 pursuant to our contract. Two other wells previously installed by Honeywell and designated 087-MW-114R and 087-MW-116, were also sampled. Benzene was reported above the NJDEP Ground Water Quality Criteria (GWQC) for well 087-MW-114R and the duplicate sample (087-MW-300) obtained at this well. Tertiary-butyl alcohol (TBA) was reported at concentrations above the GWQC for well 087-MW-116 and the newly installed well 087-MW-JC2019.

The implication of this event is that since the newly installed well had a reported concentration of TBA above criteria the plume has not been delineated horizontally. Further, NJDEP has recently begun a more aggressive enforcement of plume delineation on the vertical direction. As a result, additional wells will need to be installed followed by additional sampling and analysis events. This additional investigation was not included in the original contract although the although the original contract did include preparation of the Classification Exception Area documentation, the Remedial Action Permit, Remedial Action Report, and Response Action Outcome since the assumption was that groundwater from the additional well would be compliant with the NJDEP standards. For this additional investigation we are assuming that (i) four (4) temporary wells will be installed and sampled, (ii) that three (3) additional permanent wells will be installed, and (iii) sampling and analysis will be conducted on six (6) monitoring wells over two events. The results of the additional investigation will be included with the results of all prior investigations and reported to NJDEP.

Task 9

Under our existing contact we are responsible for the conduct of cap inspections and the submission of biennial certifications for four (4) Soil Remedial Action Permits (RAP) for which JCRA has assumed responsibility. The information for these permits is as follows:

Soil Remedial Action Permit #: RAP190002

Study Area SA-6 North Proposed Block 6
(Deed Notice #12)
NJDEP SRP Program Interest #: 002633
Cap Inspections – Semi-Annual
NJDEP Biennial Certification Due 07/09/2020

Soil Remedial Action Permit #: RAP190001

Study Area 6 North Site 087 – Jersey City Incinerator Authority Site (AOC: JCDPW-13B) (Deed Notice #8)
NJDEP SRP Program Interest (PI) #: G000008710
Cap Inspections – Semi-Annual
NJDEP Biennial Certification Due 06/27/2020

Soil Remedial Action Permit #: RAP190001

Study Area SA-6 South Site-Wide Historic Fill (Deed Notice #11)
SRP Program Interest #: 745719
NJDEP Cap Inspections – Semi-Annual
NJDEP Biennial Certification Due 07/02/2020

Soil Remedial Action Permit #: RAP190002

Study Area 6 North Sites 087 & 088 – Jersey City Incinerator Authority Site
(AOC: Site Wide Historic Fill) (Deed Notice #13)
NJDEP SRP Program Interest #: G000008711
Cap Inspections – Semi-Annual
NJDEP Biennial Certification Due 06/29/2020

In December of 2019 PHEnv conducted the first cap inspection. In June 2020 the second cap inspection will be conducted followed by the preparation and submission of the NJDEP required biennial certifications. This work was funded by our original contract and should be carried over into the next contract as discussed previously.

This task however will require additional funding for the conduct of cap inspections in December 2020 per a semi-annual cap inspection schedule.

Task 10

Under our existing contract we were responsible for the conduct of one round of annual groundwater monitoring well sampling at five wells for two separate groundwater RAPs for which JCRA has assumed responsibility, and the preparation of an annual monitoring report for each RAP. The information for these permits is as follows:

Ground Water Remedial Action Permit #: RAP190001

SA-6 North, Site 088 JCIA-1B UST AOC
NJDEP SRP Program Interest #: 014142
CEA Expected Expiration 10/21/2020
Wells – 088-MW117, 088-TWP-27 Sampled Annually
Permit Modification or Termination Due 04/02/2021
NJDEP Biennial Certification Due 10/20/2020

Ground Water Remedial Action Permit #: RAP190001

Study Area SA-6 North JCMUA-1A AOC
NJDEP SRP Program Interest (PI) #: 002633
CEA Expected Expiration 07/12/2023
Wells – 087-MW-102, 087-MW-140, 087-MW-141 Sampled Annually
Permit Modification or Termination Due 01/13/2024
NJDEP Biennial Certification Due 07/26/2020

The required sampling and analysis programs were conducted in July 2019. The data for the JCIA site indicated that NJDEP criteria was met. The data for the JCMUA site indicated that some contamination in groundwater remains.

Pursuant to NJDEP regulations, the procedure for removing a CEA and the associated permit for the JCIA site once compliance is achieved is to sample groundwater at the termination of the permit and during the following quarter to confirm that compliance is achieved. Once these sampling and analysis programs are conducted and assuming compliance with criteria is achieved, documentation can be prepared and submitted to NJDEP for the removal of the CEA and the termination of the Groundwater Permit. Therefore, additional funding is necessary to conduct the two additional rounds of groundwater sampling and analysis and the preparation of NJDEP required documents and forms.

Our current contract has funding for the submission of the biennial certification for the JCMUA site in July 2020. The Groundwater Permit stipulates annual sampling of three monitoring wells at the Site. Therefore, additional funds are necessary for the conduct of the required annual sampling and analysis program.

Task 12

Based upon our current understanding of the environmental issues at the Bayfront I Redevelopment Area and the future redevelopment plans, additional funds are necessary for project management/attendance at meetings and/or teleconferences with JCRA, JCRA counsel, NJDEP, and designated developers particularly related to issues involving existing remedial action permits for the Site.

The total additional costs for the four tasks described above are provided in the following table.

Task	Description/Assumption	Cost
8 - Investigation of groundwater conditions related to JCDPW -1A/3A	Assumes temporary well point installation sampling and analysis, installation of three additional monitoring wells, survey of wells, media disposal, sampling 6 wells on two events, inclusion of data into final reports	\$ 41,200
9 - Conduct of permit required cap inspections	Cap inspections conducted in December 2020	\$ 765
10 - Additional sampling and analysis required for the SA-6 North, Site 088 JCIA-1B UST AOC and SA-6 North JCMUA-1A AOC	Sampling and analysis of one well and a temporary well point at JCIA project on two occasions, preparation and submission of CEA/Permit termination documents, forms and payment of permit termination fee. Sampling and analysis of three wells at the JCMUA project per the Groundwater permit	\$ 24,100
12-ProjectManagement-Attend Meetings	Attendance at 3 project meeting, coordination with JCRA and developers	\$ 12,500
Total Additional Cost		\$ 78,565

In summary, the new contract should total \$ **116,304.60**, which is a summation of the balance of our existing contract and the additional funds necessary for additional work. The above described tasks for both tasks to be carried over and tasks that required additional funding will be billed based on attached PHEnv's standard fee schedule.

Please let us know if you require any additional information.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ed Phillips", written in black ink.

Ed Phillips, LSRP

Copy to: D. Draper. LSRP, PHEnv

PHE_{nv} FEE SCHEDULE - Effective January 2019

<u>Professional Services</u>	<u>Hourly Rate</u>
Principal/Expert Testimony	\$200
Director	\$175
Licensed Site Remediation Professional	\$170
Senior Project Manager	\$165
Project Manager	\$160
Senior Environmental Scientist/Engineer 3	\$150
Senior Environmental Scientist/Engineer 2	\$140
Senior Environmental Scientist/Engineer 1	\$135
Environmental Scientist/Engineer 2	\$125
Environmental Scientist/Engineer 1	\$115
Junior Environmental Scientist/Engineer 2	\$105
Junior Environmental Scientist/Engineer 1	\$ 95
Technician	\$ 90
Draftsperson	\$ 75

Travel and Equipment

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

Subcontractor and Direct Costs

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE
AWARD OF AN EXTRAORDINARY UNSPECIFIABLE SERVICES
CONTRACT NO. 20-01-MPN3 TO STOCK DEVELOPMENT GROUP,
INC. TO PROVIDE SPECIALIZED SERVICES IN CONNECTION WITH
THE REDEVELOPMENT OF PROPERTY 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"**); and

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

WHEREAS, the City purchased approximately 70 acres of real property located within the Redevelopment Area known as the Bayfront I Redevelopment Area (the **"Property"**) from Bayfront Redevelopment LLC; 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.*, and the Redevelopment Plan, the Agency requires from time to time extraordinary unspecifiable services which are specialized and qualitative in nature; and

WHEREAS, under *N.J.S.A. 40A:11-2(7)* and *N.J.S.A. 40A:11-5(1)(a)(ii)* of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the **"LPCL"**) and *N.J.A.C. 5:34-2.1-2.3*, contracts for which the subject matter consists of extraordinary unspecifiable services (**"EUS"**) may be awarded without competitive bidding; and

WHEREAS, on January 15, 2019, the Agency approved a Resolution authorizing the award of an EUS contract to Stock Development Group, Inc. (**"Stock"** or **"Contractor"**), to provide specialized services in connection with the redevelopment of the Property for a period of one (1) year; and

WHEREAS, on December 15, 2019, Stock submitted a proposal to the Agency, a copy of which is on file with the Agency (the "**Proposal**"), to provide a range of specialized services for the Redevelopment Area including: redevelopment planning, finalizing infrastructure designs for the first phase of development of the Property, securing permits for same, supporting the Agency in connection with the evaluation of proposals for and selection of developer for the first four parcels of the Property, updating the Redevelopment Plan, and assisting the Agency with procurement for infrastructure construction (the "**Services**"); and

WHEREAS, whereas the principal of Stock, Glenn Stock, with a background in civil engineering and environmental matters, has nearly a decade of experience specifically managing, coordinating and advising on various aspects of the Bayfront area and site, and is able to uniquely provide specialized services and expertise relating to the repositioning and redevelopment of large-scale, residential and commercial properties; and

WHEREAS, Diana H. Jeffrey, Executive Director of the Agency, has attached a Declaration for an Extraordinary Unspecifiable Service Certification with this resolution as **Exhibit A**; and

WHEREAS, the Agency proposes to enter into a contract with the Contractor to provide the services set forth in the Proposal in an amount not to exceed Ten Thousand Dollars (\$10,000.00) per month for a period not to exceed twelve (12) months; and

WHEREAS, the Agency certifies that it has funds available for such costs,

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 and directed to enter into a contract with the Contractor to provide specialized services and expertise relating to the repositioning and redevelopment of the Redevelopment Area. The Contractor shall provide the Services as set forth in its Proposal. The compensation paid to the Contractor shall not exceed Ten Thousand Dollars (\$10,000.00) per month for a period not to exceed twelve (12) months. Such compensation shall include all overhead costs and basic support services incurred by the Contractor. The Agency will not reimburse the Contractor costs deemed by the Agency to be part of the Contractor's overhead costs and basic support services.

Section 3. The Executive Director is hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Agency shall, pursuant to *N.J.S.A. 40A:11-5(1)(a)(ii)*, publish notice in the *Hudson Reporter*, the *Jersey Journal*, and/or the *Star Ledger*, stating the nature, duration, service, and amount of the Extraordinary Unspecifiable Services Agreement, and further stating that copies of this Resolution and the agreement are on file and available at the Agency's office.

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 January 21, 2020.

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

EXHIBIT A
EXTRAORDINARY UNSPECIFIABLE SERVICES CERTIFICATION

December 16, 2019
via email: fiorec@jcnj.org

Christopher Fiore
Assistant Executive Director
The Jersey City Redevelopment Authority
66 York Street, 3rd Floor
Jersey City, NJ 07302

**RE: Bayfront I Redevelopment Project
Service Proposal to Support the JCRA's Planned Redevelopment Activities**

Dear Chris,

Stock Development Group, Inc. (SDG Inc.) is pleased to provide this service proposal to continue to support the Jersey City Redevelopment Agency (JCRA) with ongoing redevelopment activities for the City's Bayfront Project. For the past year, SDG, Inc. has helped the JCRA retain and manage third-party consultants to advance the Phase I development plans for this 96-acre redevelopment project on Jersey City's West Side. The enclosed service proposal provides a summary of the project management services offered by SDG, Inc. to help the JCRA secure permits and start Phase I infrastructure construction, select a Phase I Developer(s), and advance other planning initiatives for the development.

To assist the JCRA with its planned development strategy, SDG, Inc. proposes the following work scope.

SCOPE OF WORK

Task 1 – Finalize Phase I Infrastructure Designs and Secure Permits for Construction

SDG, Inc. proposes to continue to lead the engineering and planning activities necessary to complete the Phase I design for Bayfront and once the designs have been finalized, secure the necessary permits to allow for Phase I infrastructure construction. This task includes working with the JCRA's lead engineer for the project, CME Associates, to make sure designs are completed in a timely manner. This task includes coordinating internal reviews with JC Engineering, Transportation, Planning, and the JCMUA. Additionally, SDG, Inc. will help interface with Honeywell on the Open Space Design Standards for the two parks included in the Phase I design. It is anticipated that SDG, Inc. will lead bi-weekly technical team meetings to insure City agencies are aware of

the latest design and permitting developments, are included in design reviews, and have included other agencies such as the JCMUA, NJDOT, and NJ Transit in the project developments/discussions.

Task 2 – Participate in Selection of the Phase I Developer(s)

SDG, Inc. proposes to continue to support the JCRA in its evaluation of the proposals it received from third-party developers for the right to develop the first four parcels on site. This task will include working alongside other professionals (legal, market study, financial) to assess the details of each respondent's offer and to assist in the evaluation and selection of the preferred development team(s). This task will also include participating in meetings with the project's advisory committee as deemed necessary by the JCRA.

Once a developer is selected, it is likely that SDG, Inc. will be heavily involved in the developer's due diligence work, given the extensive site knowledge SDG, Inc. possesses. Meetings will be held on site to review the various assumptions contained in the developer's offer and updates will be provided regarding the projected timing for securing Phase I infrastructure permits and starting/completion of construction.

Task 3 – Continued Planning Services for the Overall Redevelopment Plan

It is anticipated that the Phase I redevelopment will likely contain some revisions to the current redevelopment plan. SDG, Inc. will work alongside outside consultants and City Planning to update the redevelopment plan to be more consistent with the City's vision for Bayfront while incorporating the details needed to implement Phase I. Additionally, SDG, Inc. will direct planning activities with Neglia Engineering for the NJDOT reclassification work to improve future site access from Route 440 and water planning activities with Perkins Eastman and Honeywell to help activate the water's edge for Bayfront. For the planned bulkhead rehabilitation work, SDG, Inc. will work with the bulkhead consultant to best understand the planned near term Honeywell remediation work in the deferred waterfront area and to identify opportunities to value engineer the bulkhead design to improve pricing and flexibility for future water dependent uses. SDG, Inc. will also work alongside future sustainability consultants to develop and present green design concepts including energy efficiency and resiliency strategies for Bayfront.

Task 4 – Infrastructure Construction Coordination

SDG, Inc. anticipates that permits for the Phase I infrastructure scope will be submitted in Q1 2020. Permits are anticipated to be in hand by Q3 2020. In preparation for construction, SDG, Inc. will assist the JCRA with its procurement for Phase I infrastructure construction. This will include working with CME Associates to finalize

bid specifications and conducting site walks, reviewing bids and interviewing contractors, and pulling together overall schedules for the Phase I work so various project stakeholders, including the Phase I developer, are well informed of the timing and work scope.

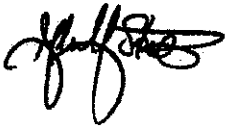
FEE STRUCTURE

SDG, Inc. is prepared to offer its services under a monthly retainer arrangement based on an estimated level of effort working alongside other internal team members. SDG, Inc. proposes an allocation of 40 hours per month at an hourly rate of \$250 per hour for a not to exceed monthly retainer in the amount of \$10,000. The proposed hourly rate will cover all the necessary labor and expenses to perform the proposed scope of work. Invoices will be submitted monthly to the JCRA for review and approval.

SDG, Inc. is proposing a term of twelve months (contract not to exceed \$120,000) to implement the above work scope.

I would like to thank you for the opportunity to support your ongoing needs on this exciting, transformative redevelopment project on Jersey City's West Side. It has been a pleasure to serve the JCRA over the last eight years on this redevelopment project and I welcome the opportunity to maintain a role in the future development and buildout of the site. Should you have any questions or wish to discuss this service proposal in greater detail, feel free to contact me at (732) 331-5405 at your earliest convenience.

Very Truly Yours,



Glenn Stock
President – Stock Development Group, Inc.

**CERTIFICATION FOR AN EXTRAORDINARY
UNSPECIFIABLE SERVICE**

TO: Board of Commissioners of the Jersey City Redevelopment Agency (“Agency”)
FROM: Diana H. Jeffrey; Executive Director
DATE: January 14, 2020
SUBJECT: Extraordinary Unspecifiable Services for Services to be provided by Glenn Stock of Stock Development Group, Inc. (“Stock”)

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Stock Development Group, Inc.
Cost: An amount not to exceed Ten Thousand Dollars (\$10,000.00) monthly for one year, for a total not to exceed amount of One Hundred and Twenty Thousand Dollars (\$120,000.00), based on the hourly rates set forth in the proposal, attached hereto as **Exhibit A**.
Duration: Not to exceed one year
Purpose: Specialized Services including redevelopment planning and land disposition support for the Bayfront I Redevelopment Area

1. Provide a clear description of the nature of the work to be done.

Stock shall provide services which include but are not limited to redevelopment planning, including master planning, project phasing and infrastructure planning; value engineering, including infrastructure estimates, review of technical design details and environmental and engineering elements and; land disposition support services, assisting in interviews and selection of possible developers, and assisting the Agency with prospective buyers/developers and their due diligence questions.

2. Describe in detail why the contract meets the provisions of the statute and rules.

The Bayfront I Redevelopment Area is a site of over 100 acres, with a long history and a myriad of environmental, land use and development complexities. Stock’s expertise and extensive training as real estate developer and environmental expert, as well as background in civil engineering, combined with his nearly decade long historical knowledge of the Bayfront site, make him uniquely qualified to assist the Agency with the redevelopment. Stock can and has provided a range of specialized services that require extensive training and unique expertise in large scale real estate developments, with deep environmental and technical knowledge and the ability to manage planning, engineering and architectural concepts.

3. The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:

The performance of the services Stock will provide cannot reasonably be described by written specification because the Agency needs a contractor with specialized skills including, but not limited to, project management skills, engineering and planning experience, real estate redevelopment expertise, and environmental knowledge. In addition, the Agency needs a contractor with experience and expertise of the Bayfront area in particular because of the high degree of complexity of this project. During Stock's prior work with the Bayfront Project, Stock performed numerous services with respect to the project including, but not limited to, the following services: management of a \$4,600,000 pre-development budget; supervision of engineers preparing preliminary engineering plans; retention and coordination of proposed traffic improvements and impact studies; retention and coordination of architects and planners to evaluate the sale of land parcels; assistance with value engineering of the conceptual development plans; advising on procurement of professionals; and overall provision of deep insight and analysis of the development of the Bayfront I Redevelopment Area site. Stock's historical knowledge of the Bayfront site combined with his professional experience and technical skills uniquely qualifies Stock for the specialized work that the Agency needs for this unique and special redevelopment project.

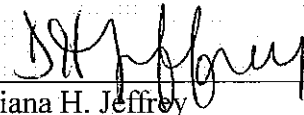
4. **Describe the informal solicitation of quotations:**

Stock Development Group: An amount not to exceed \$10,000 per month for a period not to exceed one year

5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C.5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name:


Diana H. Jeffrey

Title: Executive Director

(Original to be retained by governing body's Clerk with the affirmed copy of the resolution; signed duplicate to be kept by appropriate official.)

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
PROFESSIONAL SERVICES AGREEMENT NO. 20-01-MPN4
WITH PERKINS EASTMAN FOR ARCHITECTURAL
SERVICES WITH RESPECT TO THE BAYFRONT I
REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") was established by 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 may be amended and/or supplemented from time to time, the "**Redevelopment Law**"); and

WHEREAS, the City purchased approximately 70 acres of land within the Bayfront I Redevelopment Area (the "**Redevelopment Area**"); and

WHEREAS, pursuant to that certain Cooperation Agreement authorized on October 16, 2018 by Resolution No. 18-10-4 (the "**Cooperation Agreement**"), the Agency is acting as the City's agent in connection with the redevelopment of the Redevelopment Area; and

WHEREAS, in order to further the Cooperation Agreement and the Bayfront I Redevelopment Plan (the "**Plan**"), the Agency desires to retain a company to provide architectural services; and

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

WHEREAS, Perkins Eastman ("**Perkins**") submitted that certain Proposal for Design and Implementation Services dated December 20, 2019 (the "**Proposal**"), which is on file with the Agency, to provide architectural services including, but not limited to, coordination and overall design direction from the Master Plan Team for the Redevelopment Area (Phase I) and revision of the Plan as needed (Master Plan Revision), in connection with the redevelopment of the Redevelopment Area in two (2) phases (hereinafter referred to as "**Phase I**" and "**Master Plan Revision**", as may be applicable); and

WHEREAS, the Agency reviewed the Proposal and recommends authorizing a professional services contract with Perkins payable at the hourly rates provided in the Proposal and for a total contract amount not to exceed Four Hundred Thirty Thousand Dollars (\$430,000), \$355,000 for Phase I and \$75,000 for Master Plan Revision (the "**Contract**"); and

WHEREAS, the Contract is inclusive of all labor and expenses; and

WHEREAS, the term of the Contract shall not exceed twelve (12) months beginning on the effective date of the Contract; and

WHEREAS, the Agency certifies that it has funds available for such costs; 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 Agency hereby awards the Contract to Perkins for architectural services in a total contract amount not to exceed Four Hundred Thirty Thousand Dollars (\$430,000), \$355,000 for Phase I and \$75,000 for Master Plan Revision and for a term not to exceed twelve (12) months beginning on the effective date of the Contract, all subject to the terms and conditions of 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 Contract 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 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 January 21, 2020.

DIANA H. JEFFREY  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 Jones	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

December 20, 2019

Mr Chris Fiore
Assistant Executive Director
Jersey City Redevelopment Agency
66 York Street, 3rd Floor
Jersey City, NJ 07302

Re **Bayfront 1 Redevelopment Plan**
Proposal for Revised Redevelopment Plan (Rev. 2)

Dear Chris:

Perkins Eastman
Architects DPC

As the Master Planner, Architect, and the Team Lead for the Master Plan Team (we are delighted to provide our proposal for ongoing services for the Bayfront Redevelopment. As Team Lead, Perkins Eastman will provide coordination and overall design direction for the Master Plan Team. We will also provide a revision to the Bayfront 1 Redevelopment Plan document dated 13 February 2008, referred to in the proposal as the "Revised Redevelopment Plan".

PERKINSEASTMAN.COM

I. Project Understanding

The ultimate goal in codifying proposed improvements to the plan, and implementing a high quality public realm, is to increase the value of Bayfront's development parcels, which in turn will allow for the creation of more affordable housing. We believe Bayfront has the potential to become Jersey City's next great neighborhood.

We understand Jersey City Redevelopment Agency's (JCRA) needs over the next six to twelve months for:

- Completion of a revised redevelopment plan document
- Strategic implementation guidance and advisory services
- Design leadership and coordination of phase 1 infrastructure and public realm.

We have organized our proposal accordingly into three parallel scopes of work:

- A. Phase 1 Implementation Services
- B. Phase 1 Infrastructure/Public Realm Design Services
- C. Master Plan Services and revision of the 2008 Bayfront 1 Redevelopment Plan

II. Scope of Work

A. Phase 1 Implementation Services

Perkins Eastman will continue to advise JCRA and the City on implementation strategy and provide guidance on advancing Phase 1 and the overall project. This includes coordination with the selected Phase 1 development team(s), guidance on needed and anticipated technical services, phasing, coordination with City agencies, etc.

Boston
Charlotte
Chicago
Costa Mesa
Dallas
Dubai
Guayaquil
Los Angeles
Mumbai
New York
Oakland
Pittsburgh
San Francisco
Shanghai
Stamford
Toronto
Washington DC

B. Phase 1 Infrastructure / Public Realm Design Services

Our role is to design all vertical elements, provide overall design direction, and coordinate with the Landscape Architect to ensure their work works with the overall framework and urban design approach of the Master Plan vision.

C. Master Plan Services and Revision of the Bayfront 1 Redevelopment Plan (2008)

Our scope will be comprised of a revision of the Bayfront 1 Redevelopment Plan to reflect the intent of the Master Plan vision. This will involve revisions to the graphics and accompanying text where appropriate including:

General – Regulatory Text

We understand that JCRA will provide regulatory text. Perkins Eastman will coordinate and edit as required to ensure all text, graphics, and intent are consistent.

Section 1 – Description of the Plan

Perkins Eastman will revise Section 1.

Section 2 – Illustrations

Perkins Eastman will revise Section 2. This will include a new Illustrative Site Plan and five new three-dimensional perspective renderings illustrating the character of key public places (including waterfront, Route 440 frontage, transit arrival, etc.) as well as accompanying narrative text.

Section 3 – Land Use Regulating Plan

Perkins Eastman will revise Section 3 including:

- Land Use Plan
- Frontage Regulations – We believe defining the character of Bayfront's public realm (open spaces such as parks, promenades, plazas, streets etc) ensures the public and private components of the public realm are developed to the highest possible standard. As such, we propose that the Frontage Regulations should be the primary tool to guide the design of the future development.
- Superimposed Land Use and Frontage Plan

Section 4 – Mobility Regulating Plan

Perkins Eastman will revise the text and graphics in this section including:

- Thoroughfare Plan and Sections – These will reflect the revised street sections worked out together with City Planning and the City's engineering firm including the new shared streets etc.
- Vehicular Circulation Plan – To reflect the introduction of the new Route 440 Service Road, other new streets, revision of Riverside Drive etc.
- Loading and Disposal Plan
- Light Rail Plan
- Transit Connections Plan
- Bus Map
- Bicycle Circulation Map
- Pedestrian Plan

We assume the Landscape Architect will provide comments on material selection, and planting, Perkins Eastman will provide coordination and review to ensure alignment with the overall design intent of the Master Plan.

Section 5 – Building and Architectural Regulations

The 2008 Redevelopment Plan included block-by-block plans for development build-outs for low- and high-density scenarios. Many of the proposed development concepts are not consistent with commonly developable prototypes.

While further design test fits need to be done to work these blocks out, based on our experience, inclusion of this level of detail on the organization and design of privately developed buildings is overly prescriptive and may discourage developer interest. In addition, other building types such as the school, need to be programmed and tested at a conceptual level to make sure they are appropriately sited within the plan. Criteria will also need to be provided to guide the implementation of the HBLR station.

The Team will prepare test fits for each development parcel to demonstrate densities can be achieved with conventional prototypes. Conceptual programs and plans for the school, fire station, HBLR station, park structures for the Waterfront Park, Promenade Park, and Central Park will also be prepared.

Section 6 – Landscape Plan

The Landscape Architect will revise the Landscape Section of the 2008 Redevelopment Plan as needed to ensure that it reflects the intent of the Revised Redevelopment Plan. As Team Lead, Perkins Eastman will provide overall direction and coordination for the landscape plan, and coordinate the text, illustrations, and graphics for the relevant sections.

Section 7 – Parking and Utilities Plan

The Team will revise the Parking and Utilities Section as needed, addressing General Parking, Shared Parking, and Additional Parking requirements to incorporate major shifts in this framework that have taken place since the adoption of the 2008 Redevelopment Plan, including car-sharing, bike sharing, and other emerging modes.

The “High Intensity Embedded and Under Building” scenario of the Parking Intensity Options does not follow typical market driven development conventions and as such will be difficult to develop. The Team will accordingly explore shared parking options, including centralized garages.

Perkins Eastman will work with the Sustainability and Mobility Consultants to incorporate changes in infrastructure planning in the Utilities Section.

Section 8 – Sustainability Plan

In the time since the 2008 Bayfront 1 Redevelopment Plan, the regulatory landscape has changed significantly. Major changes have occurred in energy

generation and distribution markets, and sustainable community development has demonstrated significant market appeal.

With the City's purchase of, and intent to implement Bayfront, the addition of a sustainability section will be important for the City to ensure that it is able to take advantage of the cleanest, and economical approach to the public infrastructure. Perkins Eastman will coordinate with the Sustainability Consultant to revise the Mobility and Sustainability Plan.

Section 9 – Water Plan

Bayfront will increase public access for the entire west side of the Jersey City to the waterfront. Perkins Eastman's initial study of the water side and due diligence with stakeholders helped identify the potential of the waterfront as the setting for water-based recreational, educational, activities, environmental programming, as well as new regional transportation linkages.

The Team, led by Moffatt & Nichol, will work to complete a Water Plan as a new section in the Revised Redevelopment plan. This work will be completed in three steps:

1. Introductory Planning Charrette

The Team will meet with the City to review work to date and explore additional potential waterfront design elements. These may include a boathouse, waterfront esplanade, new pier and/or water taxi stop.

2. Site Analysis and Data Review

Understanding the existing conditions and infrastructure at the site is a critical first step in developing a Bayfront Master Plan that is compatible with the shoreline and local neighborhood.

As part of this task, the Team will review the configuration and condition of the shoreline, metocean environmental data (ie tides, winds, waves, currents etc.), and landside connections. The review will include previous inspections, available as-built drawings, proposed new designs, as well as any other available information that can be supplied by the City. The Team will also consult with publicly available information to assess key resiliency concerns such as anticipated sea level rise.

The Team understands the complex history of the project site related to contamination and subsequent environmental remediation of the upland area, as well as the potential for contaminated sediments in the nearshore area of the Hackensack River. As part of this task, Moffatt & Nichol will review the available environmental data and take this information under consideration with respect to its impacts on the feasibility of shoreline and in-water programming, dredging and shoreline infrastructure. The information will form the basis for potential cost, schedule, and regulatory impacts related to development on a remediated site.

Documentation:

Upon completion of the review, the Team will provide a summary technical memo which will document the configuration and condition of the existing site and identify key site conditions and criteria that will influence the engineering and design aspects of the water plan.

3. Waterfront Master Planning Support and Conceptual Design

The Team to develop a waterfront program that will be based on the needs of the local neighborhood and fit within the context of the greater Jersey City waterfront.

We will begin with precedent research from similar waterfront sites around the country and take inventory of the successful water-side programming in neighboring areas. The Hackensack River Keepers have identified that there are currently no rest stops or cafes on the Hackensack. We will work with the planning team in order to develop recommendations that leverage the community needs and are compatible with the existing shoreline conditions.

The Team will develop a waterfront conceptual design for inclusion in the Revised Bayfront Redevelopment Water Plan. There is capacity on the Hackensack for personal boat storage, pleasure boats, and tours at Bayfront. Private kayaks and boat rentals, the potential partnerships with water-related educational programs, water taxis, public piers etc. will all be considered as part of the Water Plan. The concept designs will assess the site from an engineering perspective and assess their ability to accommodate these water dependent such uses. Consideration will be given to site specific characteristics such as shoreline configuration, water depths, wave and current profiles, areas of historic contamination, and proximity to landside connections.

Documentation:

As part of this task, the Team will provide conceptual feedback in the form of a technical memo and comments on proposed programming and location of design elements based on marine engineering considerations. Additionally, we will provide insight as to implications related to potential permitting considerations, construction costs, and infrastructure requirements.

III. Deliverables

- A PDF of Sections 1-9 including text, diagrams, precedent photos, plans, and renderings updated for consistency with the Revised Redevelopment Plan. These sections will be formatted in InDesign consistent with the 2008 Bayfront 1 Redevelopment Plan.
- Conceptual programs and plans for the School and Firehouse.

- Phasing Plan
- Test fit packages (comprised of plans, sections, and axonometrics) for all blocks.
- A new Sustainability Plan which will be incorporated into the Revised Redevelopment Plan. The new plan will identify and illustrate the main sustainable opportunities to be showcased on the site and incorporated into the final master plan.
- A new Water Plan which will be incorporated into the Revised Redevelopment Plan. The new plan will identify and illustrate the main opportunities related to the Hackensack waterfront and incorporated into the final master plan.

IV. Timetable and Meetings

We propose completing scope item A - Phase 1 Implementation Services in 12 months, while scope items B and C will be completed in approximately six- to eight months, please see the attached timetable. This assumes timely decision making and coordinated direction from JCRA and other City departments. Should this time frame extend beyond this timetable, we will notify you of any implications to the budget before proceeding further.

We suggest biweekly meetings with the JCRA team to advance the Master Plan and Redevelopment Plan process. In its role as Master Planner and Team Lead, PE will also lead internal team coordination meetings with the Sustainability and Mobility Consultant, and Landscape Architect. Perkins Eastman will also participate the following meetings as part of the Implementation Services and Phase 1 Infrastructure / Public Realm Design Services:

- Stakeholder Advisory Committee (three);
- Key Stakeholders, such as Jersey City University, marina operators (up to five);
- City and State Agencies (up to three); and
- Community charrettes (two).

Additional meetings will be billed on a time and materials basis as per the attached Standard Schedule of Charges.

V. Team

Perkins Eastman will be led by Eric Fang as Principal-in-Charge, who will be responsible for overall strategy and direction; Debbie Cheng as Project Leader will be the day to day contact; Paul Song as Senior Designer; and Sunghwan Yoon will continue as Project Urban Designer.

As the Master Planner and Team Lead, Perkins Eastman will be responsible for setting direction for and coordinating the Landscape, Sustainability, and Water Plan Sections of the Revised Redevelopment Plan.

Moffatt & Nichol, led by William Shute, will provide Bayfront with marine and coastal engineering services for the Water Plan Section of the Revised Redevelopment Plan.

We assume JCRA will retain the landscape architect, civil engineer, traffic engineer, sustainability consultant, mobility consultant, and development consultant directly, and

under separate contract. To advise on market positioning and absorption, Glenn Stock will continue to provide "institutional memory" for issues related to the remediation and project management.

VI. Compensation

We propose completing the scope outlined above for a flat fee of \$430,000 plus project-related reimbursable expenses such as travel, printing, etc. The breaks down as follows:

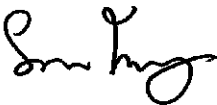
SCOPE	PERKINS EASTMAN	MOFFATT & NICHOL
A. Phase 1 Implementation Services	*\$75,000	
B. Phase 1 Infrastructure/Public Realm Design Services	\$75,000	
C. Master Plan Services and Revision of the Bayfront 1 Redevelopment Plan	\$185,000	\$75,000
Meetings:		
Key Stakeholders (\$2,000/meeting)	\$10,000	
Community Charettes (\$5,000/meeting)	\$10,000	
Totals	\$355,000	\$75,000

**Please note: this amount is limited to 4 to 8 hours per week of PE staff time, for the final 6 months of this scope of work.*

We are delighted to have the opportunity to continue working with you on this exciting project. Your signature on the line below 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

[DC]

SCHEDULE OF STANDARD CHARGES

- 1.0 Perkins Eastman Architects, DPC, as agreed, will provide its services on an hourly basis for all hours worked by its personnel and will invoice at a fixed rate for the category to which an individual is assigned to the project.
- 2.0 The current hourly rates for the categories of personnel are listed below. Rates are adjusted annually to reflect increases to employees' salaries.

Perkins Eastman Hourly Billing Rates (as of October 1, 2019)

CATEGORY	RATE
Principal 4	\$348
Principal 3	\$269
Principal 2	\$234
Principal 1	\$199
Professional 10	\$221
Professional 9	\$193
Professional 8	\$168
Professional 7	\$155
Professional 6	\$139
Professional 5	\$123
Professional 4	\$108
Professional 3	\$92
Professional 2	\$63
Professional 1	\$28

- 3.0 Reimbursable expenses, as described below, will be billed at a multiple of 1.10 times the expenses incurred by the Architect, the Architect's employees, and consultants in the interest of the project. Reimbursable expenses consist of all non-salary expenses directly related to the project, such as:
 1. Expense of transportation in connection with the project.
 2. Fees paid for securing approval of authorities having jurisdiction over the project.
 3. Reproductions of all drawings, specifications, and other documents.
 4. Long-distance communications.
 5. Computer plotting (no charges for computer time or computer drafting).
 6. Postage, delivery services, and electronic facsimile transmissions.
 7. Professional and/or presentation quality models or renderings, if requested by the Owner.
 8. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the owner in excess of that normally carried by the Architects.
- 5.0 The Architect will generally submit invoices monthly for services performed and reimbursables incurred during the prior month.
- 6.0 Please make checks payable to Perkins Eastman Architects, DPC and forward them to 115 Fifth Avenue, New York, NY 10003. Payments will be due the

Architect upon presentation of the invoice, and if unpaid after 30 days from the date of the invoice, the outstanding amount shall bear interest at the rate of 1.5% per month from the due date.

- 7.0 Should the Owner's failure to make payments in accordance with this agreement cause the Architect to pursue collection means, the Architect shall be entitled to reimbursement of all costs actually incurred by it in collecting overdue accounts including, without limitation, reasonable legal fees.

Moffatt & Nichol Hourly Billing Rates (as of September 1, 2019)

	CLASSIFICATION	RATE
Professionals	Supervisory Engineer/Scientist	\$267
	Senior Engineer/Scientist	\$250
	Engineer/Scientist III	\$234
	Engineer/Scientist II	\$205
	Engineer/Scientist I	\$185
	Staff Engineer/Scientist	\$148
Technicians	Senior Technician	\$200
	Designer	\$189
	CADD II	\$162
	CADD I	\$120
Clerical	Project Controls/Word Processing	\$120
	General Clerical	\$94
Special	Principal Engineer/Scientist	\$282
	Deposition & Trial Testimony	\$497

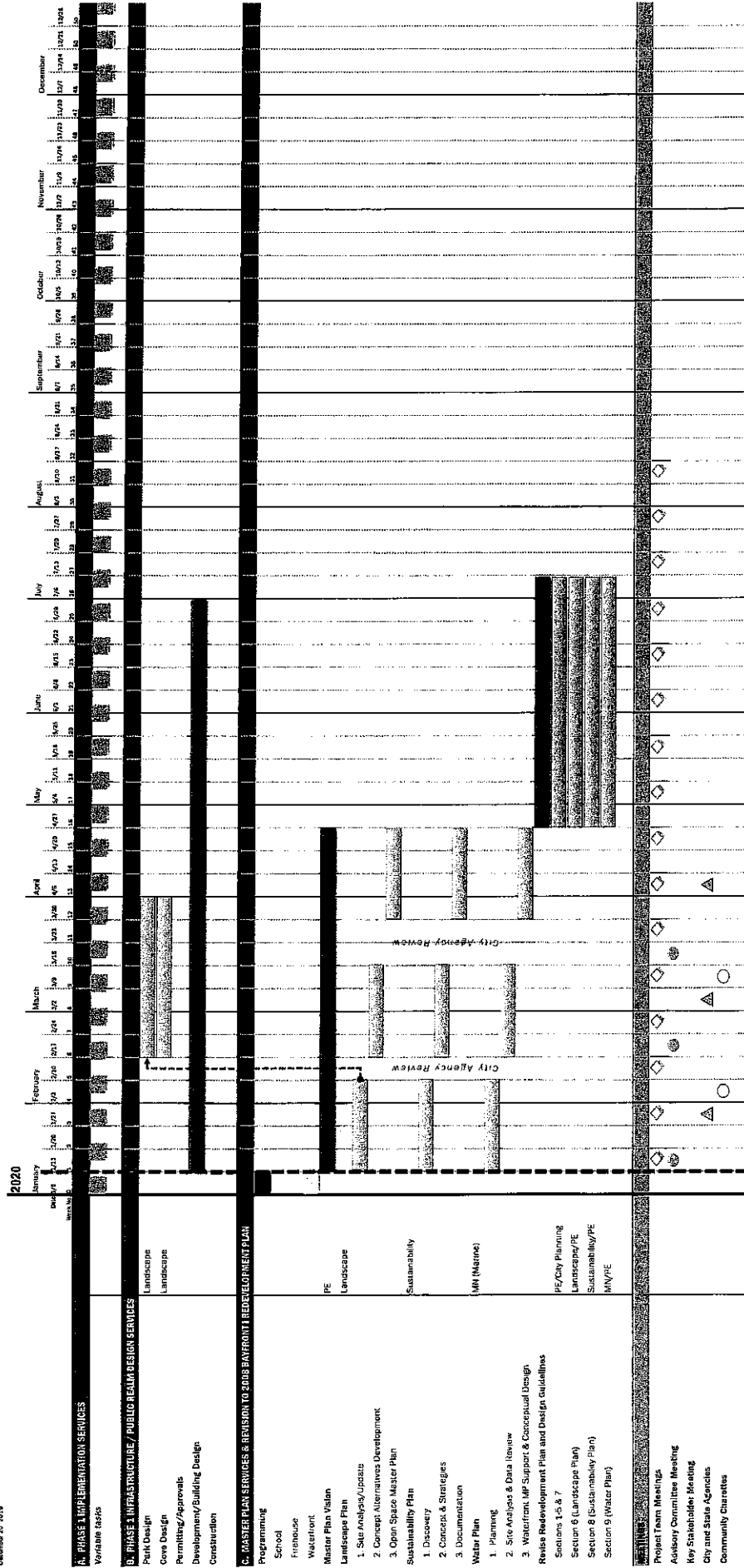
Moffatt & Nichol Reimbursable Expenses (unless otherwise provided in written agreement)

SUBCONTRACTS OR OUTSIDE SERVICES		COST + 10%
Reproductions	In House	
	Mylar Plots (B/W)	\$2.00/SF
	Color Plots	\$4.00/SF
	Vellum Plots (B/W)	\$1.00/SF
	Bonds Plots (B/W)	\$0.50/SF
	Drawing Reproduction	Cost + 10%
	Document Reproduction	\$0.10/sheet
	Outside Reproduction	Cost + 10%
Travel	Company Auto	Prevailing IRS
	Rental Vehicle	Cost
	Airfare	Cost
	Meals and Lodging	Cost

Bayfront Redevelopment Plan

Project Activities Timetable

December 20, 2019



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES CONTRACT NO. 19-10-MPN18 WITH SWA GROUP FOR LANDSCAPE ARCHITECT SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established by 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 may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, the City of Jersey City (the “**City**”) purchased approximately 70 acres of land within the Bayfront I Redevelopment Area (the “**Redevelopment Area**”); and

WHEREAS, pursuant to that certain Cooperation Agreement authorized on October 16, 2018 by Resolution No. 18-10-4 (the “**Cooperation Agreement**”), the Agency is acting as the City’s agent in connection with the redevelopment of the Redevelopment Area; and

WHEREAS, in order to further the Cooperation Agreement and the Bayfront I Redevelopment Plan, the Agency desires to retain the services of a landscape architect from an experienced and qualified firm (the “**Landscape Architect Services**”); and

WHEREAS, in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)* of the Local Public Contracts Law (the “**LPCL**”), contracts for which the subject matter consists of professional services may be awarded without public advertising for bids and bidding therefor; and

WHEREAS, SWA Group (the “**Landscape Architect**”) submitted a certain Proposal for Landscape Architect services dated January 10, 2020 (the “**Proposal**”), which proposed a total cost of Three Hundred Eighty Five Dollars (\$385,000.00) for all tasks listed in the Proposal; and

WHEREAS, the Agency wishes to enter into a professional services agreement with the Landscape Architect for the performance of the Landscape Architect Services listed in the Proposal, for a term expiring on the earlier of one (1) year after the effective date of the professional services agreement, or until the services set forth in the Proposal are completed, whichever is earlier, and for an amount not to exceed Three Hundred Eighty Five Dollars (\$385,000.00), payable in accordance with the cost breakdown in the Proposal; and

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

WHEREAS, in accordance with the LPCL, the Landscape Architect Services are professional services exempt from public bidding; and

WHEREAS, notice of the award of the agreement authorized herein shall be published in a newspaper of general circulation in accordance with the LPCL,

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 Board of Commissioners hereby authorizes a professional services agreement with the Landscape Architect to perform the Landscape Architect Services listed in the Proposal, for an amount not to exceed Three Hundred Eighty Five (\$385,000.00), and term of the earlier of one (1) year or until the services set forth in the Proposal are completed, whichever is earlier, 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 Secretary of the Agency are hereby authorized to execute and deliver the professional services agreement authorized herein and 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 of January 21, 2020.


Diana H. Jeffrey, 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 Jones	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

SWA Sausalito

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Natalia Beard
René Bihan
Shuyi Chang
Scott Cooper
Ning Deng
Marco Esposito
Ying-Yu Hung
Richard K Law
Hui-Li Lee
James Lee
Margaret Leonard
Chih-Wei Lin
John Loomis
Ye Luo
Scott McCready
Charles S McDaniel
Ross Nadeau
Sean O'Malley
Timothy Peterson
Rhett Rentrop
R Joseph Runco
Kevin Shanley
Elizabeth Shreeve
David P Thompson
James Vick
John L Wong
Jack Wu
Xiao Zheng

Revised January 10, 2020

Attn: Ms. Mary Pat Noonan, Sr. Project Manager
Jersey City Redevelopment Agency
66 York St., 3rd Floor
Jersey City, NJ 07302

Re: Bayfront I Redevelopment Area
Jersey City, NJ

Dear Ms. Noonan:

We are pleased to submit the following proposal for Professional Services in connection with the project referenced above.

This Agreement is by and between SWA Group ("SWA"), a California corporation, and Jersey City Redevelopment Agency ("JCRA") ("Client"), Jersey City, NJ.

SWA shall provide professional services on the project referenced above, the extent of which is indicated on the attached drawing entitled: Exhibit A, dated November 13, 2019.

I. SCOPE OF SERVICES

The scope of services shall include:

- A. SWA shall provide landscape architectural design consultation for the following items:
 1. Open Space Master Plan for the entire Bayfront I Redevelopment Area
 2. Full design services for the Phase 1 Open Space Plan, including:
 - i. Public parks 11 and 12.
 - ii. Planting, furniture, materials selections for the engineer streetscape plans.
 - iii. Landscape around the proposed boathouse.
- B. SWA shall provide open space master planning services for the entire Bayfront I Redevelopment Area and full design services for the Phase 1 Open Space Plan including concept design, schematic design, design development, construction documentation, bidding period, and construction observation services, for the following scope items:
 1. Design grading.
 2. Pedestrian pavements.
 3. Landscape walls under 3' in height, steps, railings and related site elements not a part of the buildings.
 4. Fences, decks and seating devices.
 5. Site furniture including planter pots and trash receptacles.

swa

6. Coordination with water displays. (Pool and fountain design, layout, structural, mechanical and electrical engineering services are not included in this contract.)
7. Coordination with lighting. (Site lighting selection, layout, design, photometric studies, structural engineering (if any) and circuitry are not included in this contract.)
8. Planting and planting soil.
9. Performance irrigation.
10. Coordination with site graphics and signage by others.
11. Coordination with public art by others.
12. Landscape input to streetscapes.

II. PROCEDURE

A. Open Space Master Plan

1. Site Analysis/Update (Task 1)

In collaboration with the A&E team, SWA will familiarize itself with the existing site, the proposed open space network and allocations, the design constraints contained in the Open Space Design Standards, and the site's relationship to the larger waterfront and the city's Resiliency Master Plan. Working with the A&E team, SWA will conduct site analysis of topography, views, open space context, waterfront bulkhead conditions, as well as the site's vulnerability to current and future storm events. SWA will produce an overlay analysis of site constraints and opportunities as they relate to an Open Space Master Plan. With directions from the Client, SWA will meet with designated stakeholders to determine concerns, aspirations and to develop a consensus design program.

Deliverables:

- Site analysis diagrams
- Precedent images
- Photo inventory of relevant existing conditions

Meetings:

- Up to three (3) in-person meetings total with the Jersey City Divisions of City Planning and Architecture, JCRA, CME Associates and Perkins Eastman (the "Design Team") and Honeywell and any other designated stakeholders.

2. Concept Alternatives Development (Task 2)

In collaboration with the A&E team and working with a consensus design program and a fixed urban design block and street layout, SWA will develop up to three (3) alternative concepts for each primary park space and the waterfront esplanade, which will include variations in terms of character, program, circulation, and viewsheds.

Deliverables:

- Up to three (3) conceptual sketch plan options for each primary park space and the waterfront esplanade
- Diagrams explaining each of the options
- Precedent images and relevant case studies

Meetings:

- Up to three (3) in-person meetings total with the Jersey City Divisions of City Planning and Architecture, JCRA, the Design Team, the Bayfront Advisory Committee and community charrettes.

3. Bayfront Open Space Master Plan (Task 3)

Following the selection of a preferred option, SWA will further develop and refine the selected option to provide a site-wide landscape and recreation plan. Working with the Design Team, SWA will help provide a strategic phasing plan for the open spaces and identify public-private partnership strategies, and assist with order of magnitude cost estimates for full build-out by phase.

Deliverables:

- Final illustrative open space master plan
- Diagrams explaining various aspects of the master plan
- Perspective eye-level Lumion renderings of select open spaces, produced in-house (up to 3) using client or architect's 3D models
- Precedent images
- Landscape input into the Architect's streetscape plans, sections, and renderings

Meetings:

- Up to three (3) in-person meetings total with the Jersey City Divisions of City Planning and Architecture, JCRA, the Design Team, Honeywell, and stakeholders.

B. Phase 1 Open Space Plan (Task 4)

1. Concept Design

Upon receipt of developer or Client's budget, design criteria, and the architectural/engineering base plans and 3D files, SWA will prepare a design refinement of the Phase 1 master plan concept for presentation and comment.

Deliverables:

- Illustrative concept plan
- Precedent images
- Concept layout of hardscape and softscape elements such as paving, planting, walls, curbs, etc.
- SketchUp views
- Coordination with A&E team

2. Schematic Design

Upon the Client's concept design and cost approval, SWA shall prepare and present the schematic drawings. The schematic plans will define the character and essentials of the project, including preliminary proposal for materials.

Deliverables:

- Illustrative site plan
- Illustrative sections
- Schematic-level Design Grades
- Using Architect's 3D model, up to three (3) Sketch-up/Lumion perspective images showing proposed design in context with architecture
- Landscape input of Architect's streetscape and perspectives
- Hard Landscape Plans. Paving, steps, ramps, walls, fences, gateways, seating, tree grates, etc.
- Soft Landscape Plans. Plant masses and precedents
- Coordination with Lighting Consultant
- Coordination with Fountain Consultant
- Coordination with Wayfinding Consultant
- Review of schematic design estimate
- Material designation and precedents
- Annotated plan for cost estimator
- Coordination with the A&E team

3. Design Development

- i. Upon approval of the schematic design and costs by the Client, SWA shall prepare design development drawings and review an estimate of probable construction costs by others for SWA's portion of the work. The design development plans will define the character and essentials of the project, including selection of materials and finishes and design details.
- ii. SWA shall assist the A&E team in preparing the appropriate plans and documents which are required to secure the necessary design approvals from the various governmental agencies having jurisdiction over the project, but the Client/Owner shall be solely responsible for securing all such approvals.
- iii. SWA will develop outline specifications.
- iv. SWA will present and coordinate with others the Design Development.

Deliverables:

- Design control grades
- Design overall layout plan
- Paving plan and legend
- Hardscape Design Development-profile level details of curbs, steps, walls, planters, fences, railings
- Material call-out with legend
- Plant plan and legend
- Site furniture plan and legend
- Enlargement plans and sections as needed
- Irrigation performance specification
- Coordination with selected work by others such as marine bulkhead, site architectural elements, ecology, environmental remediation, civil, structural, MEP, lighting, water displays, signage.

4. Construction Documentation

- i. Upon the Client's approval of the design development plans and costs, SWA will develop final working drawings and technical sections of specifications to construct the work and shall review a final estimate of probable construction cost by others. Technical sections of specifications shall be prepared in Construction Specifications Institute (CSI) MasterFormat. The Client shall be responsible for

Bidding and Contract Requirements and General Requirements divisions of the specifications.

- ii. SWA shall prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.
- iii. In developing working drawings and technical sections of specifications, SWA shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the design development estimate of probable construction cost accepted by the Client at the end of each phase.
- iv. SWA will coordinate and present the Construction Documents.

Deliverables:

- Review of final grading and drainage plan by civil engineer for conformance with landscape design control grades
- Final Planting Plan
 - Planting plan
 - Species to be labeled by botanical name/code, the plan should indicate plant species by extent and spacing.
 - Schedule of species to be on plans
- Final Layout and Materials landscape plans
 - Materials by hatch and key referenced to details
- Hard landscape details
 - Paving, steps, ramps, walls, fences, etc.
 - Design coordination for architectural fixed structures by others
- Water Features/Lighting/Signage
 - Coordination with this work prepared by other consultants
 - Coordination with Fountain Consultant
 - Coordination with Lighting Consultant
 - Coordination with Wayfinding Consultant
- Performance irrigation specifications
- Final technical landscape specifications
- Review of other consultant's drawings for coordination with and accommodation of landscape scope elements

5. Bidding Phase

- i. SWA shall respond to bidder questions relevant to our scope.

6. Construction Support Services

- i. SWA shall provide support services to the Client's CM and Field Engineer.
- ii. SWA shall select and pre-tag specimen plant materials that are to be Owner-supplied or proprietarily selected.
- iii. SWA shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with SWA's design intent and construction documents. On the basis of its observations while at the site, SWA will keep Client informed of the progress of construction. SWA may recommend to Client the rejection of work failing to conform to the contract documents.
- iv. SWA shall assist the Construction Manager in preparing change orders.
- v. SWA shall endeavor to secure compliance by the contractor to the plans and specifications. SWA shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and SWA shall not be responsible for the contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.

Meetings:

- Up to three (3) in-person design meetings total.
- Up to six (6) meetings or site visits during bidding and construction phases.

III. DEVELOPMENT BUDGETS

- A. As part of Concept Design Phase, a proposed development budget for all items of work under the Scope of Services shall be established by the City.
- B. This development budget shall be revised by others and approved by the Client or Owner at the completion of the Schematic Design Phase, Design Development Phase and Construction Document Phase.
- C. In the event that this development budget is reduced or increased by more than 10% between the time of approval of the landscape concept phase and the time of award of a construction contract, cost of modification of drawings and specifications to meet the changed project budget shall be considered Additional Services.

IV. DESIGN APPROVAL

We understand that Perkins Eastman is responsible for overall design direction for the Bayfront Phase 1 project and has the authority for design approval. Re- design required by the City shall be compensated as Additional Services.

V. MEETINGS AND SITE VISITS

This proposal includes Professional Service time for up to nine (9) meetings/presentations during the Open Space Master Plan, which includes a maximum of three (3) community meetings, and up to three (3) meetings/presentations during the Phase 1 Open Space Plan to or for coordination with the Client or other relevant City agencies and departments (Parks, DPW, etc.) and consultants and six (6) site visits during bidding or construction phase.

Additional or weekly meetings shall be billed as Additional Services as in Appendix A.

VI. EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

A. Standard Exclusions

1. Digital topography and boundary surveys.
2. Legal descriptions of property.
3. Soils testing and/or engineering.
4. Existing site engineering and utility base information.
5. Engineering, structural, MEP, civil, marine, environmental, waterproofing.
6. Engineering other than that provided within the Scope of Services.
7. Architectural documents and support digital files including plans, sections and 3D files.

B. Exclusions for Landscape Architectural Design Services. The Client will retain and direct the services of the professional consultants needed to perform these services:

1. Government approval expediting.
2. Cost estimating and code consultant.
3. Final grading and drainage.

4. Water display design layout, detailing, structural, mechanical and electrical engineering.
5. Structural, mechanical, audio/visual and electrical engineering.
6. Architectural elements such as site structures, cabanas, pylons, canopies, trellis or gateways.
7. Site lighting design, layout photometrics, fixture selection, layout, manufacturing specifications or shop drawings.
8. Civil engineering of entire site including roads, streetscapes, parking, and utilities.
9. Signage and wayfinding design layout and documentation.
10. Structural engineering for landscape walls, steps, railings and related site structural elements not part of the buildings.
11. Construction Management and Field Engineers.
12. Ecological consulting and wetland planting design.
13. Environmental and archeological assessment and remediation.
14. Bid administration.
15. Preparation of LEED submissions (or similar).

VII. FEES AND TERMS

Services described above shall be provided for the fixed sum of **\$385,000 USD** in accordance with the terms and conditions in Appendix A attached hereto and which is incorporated and made part of this Agreement by reference. Fees will be as per the following breakdown by phase:

PHASE	FEE
Task 1: Site Analysis/Update	\$ 15,000
Task 2: Conceptive Alternatives Development	\$ 45,000
Task 3: Open Space Master Plan	\$ 50,000
<hr/>	
Master Plan Subtotal	\$ 110,000
Task 4: Phase 1 Open Space Plan	
Concept Design	\$ 30,000
Schematic Design	\$ 45,000
Design Development	\$ 65,000
Construction Documentation	\$ 85,000
Bidding	\$ 10,000
Construction Support Services	\$ 40,000
<hr/>	
Phase 1 Subtotal	\$ 275,000
<hr/>	
Fee Grand Total	\$ 385,000

We would be pleased to answer questions you may have or to clarify the various points above. If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA GROUP



Thomas Balsley, PLA, FASLA
Contracting Agent
Landscape Architect, NY License #529
Landscape Architects are licensed by the State of New York.

Accepted: Jersey City Redevelopment Agency

Signed: _____

Name: _____

Title: _____

Email: _____

Date: _____

Proposal copyright ©2019 by SWA Group. No portion of this proposal may be copied or distributed to without the written permission of SWA Group.

APPENDIX A

Appended to and part of Agreement for Professional Services between SWA Group (SWA) and Jersey City Redevelopment Agency (Client), dated January 10, 2020.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost plus ten percent (10%) and are not included in the Fee for Professional Services:

- A. Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.
- B. Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the IRS-allowable rate at the time of traveling.
- C. Cost of postage and shipping expenses other than first class mail.
- D. Long distance telephone charges.
- E. Photographic services.
- F. Cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and documents approved in advance by Client.
- G. Fees for additional consultants retained with the approval of Client.

ADDITIONAL SERVICES

Additional Services shall be provided on a time basis computed by number of hours spent in connection with referenced project. The following is a list of principal(s) committed to this project:

Principal(s)	Rate/Hour
Thomas Balsley	\$295

Other principals, if used on this project, have rates ranging from \$210 to \$325 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

Other employee time shall be charged at a multiple of two and one-half (2.5) times Direct Personnel Expense.

Additional Services include but are not limited to:

- A. Making planning surveys, feasibility studies, and special analyses of Client's needs to clarify requirements for project programming.
- B. Preparation of technical sections of specifications in other than Construction Specifications Institute (CSI) format.
- C. Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or the preparation of alternates or deductive change orders requested by Client.
- D. Increases in scope.
- E. Additional public meetings, construction meetings, and site visits beyond those cited in this proposal.
- F. Plan preparation for and construction observation of portions of a project let on a segregated bid basis or to be phased during construction.
- G. Services with respect to replacement of any work damaged during construction.
- H. Services required as a result of the default or insolvency of contractor.
- I. Preparation of record drawings or of measured drawings of existing conditions.
- J. Providing prolonged construction observation should the construction time be substantially extended through no fault of SWA.
- K. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for SWA scope items is reduced through no fault of SWA.
- L. Providing services if, in "fast-track" projects, revisions to design or construction documents are required because of prior construction commitments or changes required in the construction process outside the control of SWA.
- M. Cost of review as to form of lenders documents, certifications and consents to assignment requested of SWA during the term of this Agreement.

STATEMENTS

Fees for Professional Services shall be billed monthly for progress payment based upon percentage of work complete. Reimbursable Costs shall be billed with fee invoices.

ACCOUNTS

Accounts are payable net 30 days from date of invoice at our office in Sausalito, California. A cash discount of 1% of invoice amount may be taken on accounts paid within thirty (30) days of invoice date. A service charge of 1.25% of invoice amount per month (15% annual rate) will be applied to all accounts not paid within sixty (60) days of invoice date.

INSURANCE

At all times during the performance of its services under this Agreement, SWA shall maintain in full force and effect the following insurance, with the coverages and limits specified:

- A. Workers' compensation insurance, including occupational disease, in accordance with the statutory requirements set forth by the state in which the work is to be performed, and employer's liability insurance covering all of SWA's employees engaged in the performance of this Agreement, in the sum of \$1,000,000.00.
- B. Commercial general liability insurance, including Landscape Architect protective liability and contractual liability insurance, covering death or bodily injury and property damage of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- C. Commercial automobile liability insurance covering SWA for claims arising from owned, hired and non-owned vehicles covering death or bodily injury and property damage with limits of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- D. Professional liability (errors and omissions) insurance, on a claims-made basis, with limits of \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.
- E. Certificates of insurance covering any or all of the above insurance required to be maintained by SWA shall be provided to Client upon written request.
- F. Should Client request in writing that modifications be made to the stated policy limits or deductibles, SWA shall use its best efforts to have its insurers accommodate such modifications. All charges and additional premiums levied by insurers for such modifications shall be paid by Client in advance.
- G. Upon written request by Client, SWA shall use its best efforts to have Client named as an additional insured on the Commercial general liability and Commercial automobile liability policies described above, subject to acceptance by the insurer.

INDEMNIFICATION

- A. To the extent of available coverage under the insurance coverage as provided in this Agreement, SWA shall indemnify and save harmless (but not defend) Client against any and all loss, liability and damages arising out of any claim, suit or legal proceeding to

recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of SWA, its subcontractors, agents or employees.

B. Client shall indemnify and save harmless SWA from and against any and all loss, liability and damage arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:

1. The negligent errors or omissions or willful misconduct of Client, its contractors, subcontractors, agents or employees.
2. Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by Client; or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed; or specifically required by Client to be used or incorporated by SWA into the work to be performed by SWA. SWA shall not be under any duty or obligation to investigate for the existence of such conditions, and shall not be responsible for any failure to discover such conditions.
3. Failure of Client to provide information or services required to be provided by Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.
4. Any claim asserted by an individual Home Owner or a Homeowners' Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of SWA, its subcontractors, agents or employees. Client's obligation to indemnify SWA under this clause shall include (without limitation) reimbursement to SWA for all reasonable costs incurred in the defense of such claims, including attorneys' fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless SWA is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding Client shall have no duty to reimburse SWA for any such damages or costs which are attributable to SWA's negligence.

DISPUTE RESOLUTION

The parties agree that they shall attempt to resolve any controversy, claim or dispute between them arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof (collectively the "Claim") by consultation between Principals of the parties. Any Claim which is not resolved by consultation shall be referred to voluntary, non-binding mediation to be conducted by a mutually acceptable mediator. Any Claim which is not resolved by non-binding mediation shall be referred to binding arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Claims where the amount in controversy is less than \$150,000 shall be decided by a

single arbitrator; otherwise the Claim shall be decided by three arbitrators. All proceedings shall take place in Marin County, California. Costs of mediation or arbitration shall be split equally between the parties.

CONFIDENTIALITY

SWA will use its best efforts and will take reasonable precautions to protect and maintain the confidentiality of any information supplied by Client during the course of this Agreement and which is identified in writing by Client as being confidential information, except to the extent that disclosure of such information to third parties is necessary in the performance of SWA's services. This clause shall not apply to any information which is in the public domain, or which was acquired by SWA prior to the execution of this Agreement, or obtained from third parties under no obligation to Client.

RIGHT TO SUSPEND SERVICES

SWA shall have the right to suspend services on this project if (a) the parties have not executed a written contract for SWA's services and unpaid invoices have been rendered with an aggregate balance exceeding \$5,000.00; or (b) unpaid project invoices over 90 days old exceed \$5,000.00 in the aggregate.

AUTHORIZATION TO PROCEED

If SWA is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

OWNERSHIP OF DOCUMENTS

Original drawings and other documents, as instruments of professional service, are the property of SWA. None of them is to be used on other projects except by written agreement of SWA. One reproducible set of final documents will be furnished to Client upon request.

DOCUMENTS FURNISHED IN ELECTRONIC MEDIA

Drawings and data provided to SWA in digital format must be in a form acceptable to SWA. Drawing files shall be in AutoCAD dwg format version 2004 or higher, or an SWA-approved alternative. All files must be created with a legal license. As restricted by copyright law, SWA cannot accept any dwg or other file generated under an educational AutoCAD software license.

Instruments of professional service provided by SWA in electronic media form, once released by SWA, may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. SWA is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by SWA.

CREDITS/ACKNOWLEDGMENTS

SWA shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by Client (or their agent/client) in project identification boards, published articles, promotional brochures, and similar communications.

FORCE MAJEURE

SWA shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by Client resulting from such delay, caused by any act or neglect of the Client or Client's representatives, or by any third person acting as the agent, servant or employee of Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the control and without the fault or negligence of SWA. In the event of any such delay, SWA shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which SWA is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of Client, its agents or representatives, shall be borne entirely by the Client.

LAW

This Agreement shall be interpreted and enforced according to the laws of the State of California.

VALIDITY

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon Client and its successors and assigns and upon SWA, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

TERMINATION AND WORK STOPPAGE

It is understood that these services may be terminated upon ten (10) days' written notice for good reason by either party. In this event, SWA shall be compensated for all work performed prior to date of termination at the rates set forth above. Additionally, in the event that Client stops the project for longer than thirty (30) days, SWA will be compensated for all work which has been performed by SWA prior to the date of work stoppage and payment shall be paid by Client for such work to SWA within thirty (30) days of SWA's invoice to Client for those services rendered.

REVOCATION

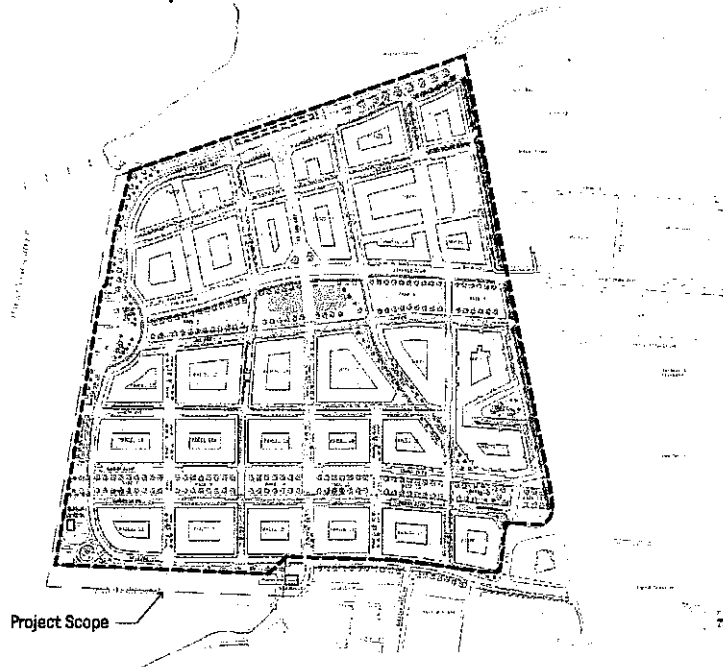
This proposal shall be considered revoked if acceptance is not received within ninety (90) days of the date hereof.

ENTIRE, AGREEMENT

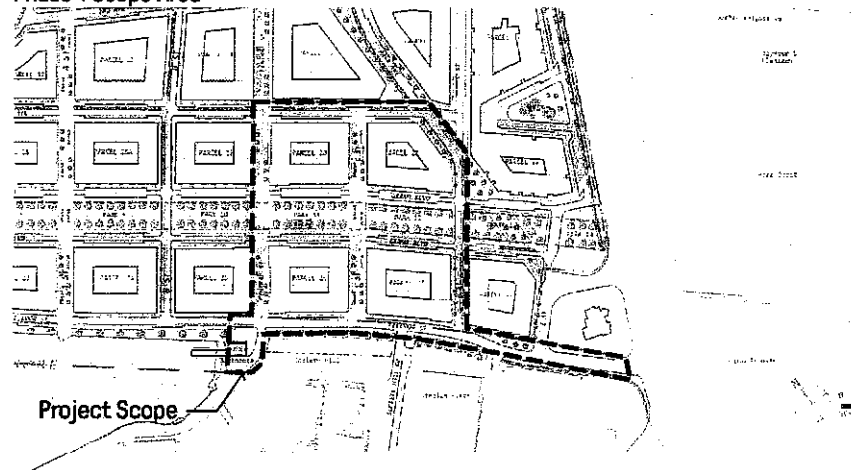
This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

ATTACHMENT A
November 13, 2019

Open Space Master Plan Scope Area



Phase 1 Scope Area



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A LEASE AGREEMENT WITH SOUTH HUDSON CIVIC ASSOCIATION FOR COMMERCIAL SPACE AT PROPERTY IDENTIFIED AS BLOCK 22602, LOT 6, COMMONLY KNOWN AS 665 OCEAN AVENUE, WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “Agency”) was established by 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 Jackson Hill Redevelopment Area (the “Redevelopment Area”) as an area in need of redevelopment pursuant to 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 Agency owns property identified as Block 22602, Lot 6 on the official tax maps of the City, commonly known as 665 Ocean Avenue (the “Property”); and

WHEREAS, South Hudson Civic Association is a non-profit entity affiliated with the Hudson County Building Trade Council, and has need of commercial space to provide job training services; and

WHEREAS, South Hudson Civic Association currently leases the commercial space within the Property from the Agency; and

WHEREAS, the Agency wishes to enter into a renewed lease agreement (the “Lease Agreement”) with South Hudson Civic Association for the continued use of the commercial space within the Property for nominal consideration for a period commencing on November 1, 2019 and expiring on January 31, 2021; and

WHEREAS, the Lease Agreement shall include a provision in which South Hudson Civic Association agrees to refrain from operating in or using any space other than the commercial space within the Property,

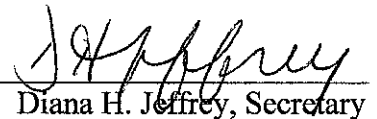
NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency as follows:

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

Section 2. The Agency's Executive Director is hereby authorized and directed to negotiate and execute a Lease Agreement with South Hudson Civic Association on the terms set forth herein, and the Lease Agreement shall include a provision in which South Hudson Civic Association is not permitted to operate in or use any space other than the commercial space within 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 its Regular Meeting held on January 21, 2020.

<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 #20-01-PO1 WITH
T&M ASSOCIATES FOR ENGINEERING SERVICES FOR THE
REPAIR OF A COLLAPSED SIDEWALK AT 326-330 MARTIN
LUTHER KING DRIVE WITHIN THE JACKSON HILL
REDEVELOPMENT AREA**

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") was established by the City of Jersey City (the "**City**") to implement redevelopment plans and carry 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 Jackson Hill Redevelopment Area (the "**Redevelopment Area**") as an area in need of redevelopment pursuant to 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 Agency has a need for engineering services with respect to investigating and preparing a design for the repair of a collapsed sidewalk (the "**Professional Engineering Services**") at property identified as Block 22605, Lot 32 on the official tax maps of the City, commonly known as 326-330 Martin Luther King Drive (the "**Property**") within the Jackson Hill Redevelopment Area; and

WHEREAS, T&M Associates has provided the Agency with a proposal to complete the Professional Engineering Services, a copy of which is on file with the Agency; and

WHEREAS, the Agency wishes to enter into a Professional Service Agreement with T&M Associates for a term to expire either one (1) year after the effective date of such agreement, or upon the completion of the Professional Engineering Services, whichever is earlier, and for a contract amount not to exceed Six Thousand Five Hundred Dollars (\$6,500.00); and

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

WHEREAS, said services are of a professional nature as to come within the purview of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, as being a contract for rendition of professional services that do not require competitive bidding; and

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


NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency 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 T&M Associates for a term to expire either one (1) year after the effective date of such agreement, or upon the completion of the Professional Engineering Services, whichever is earlier, and for a contract amount not to exceed Six Thousand Five Hundred Dollars (\$6,500.00), all subject to the terms and conditions of the Agency's form professional services agreement.

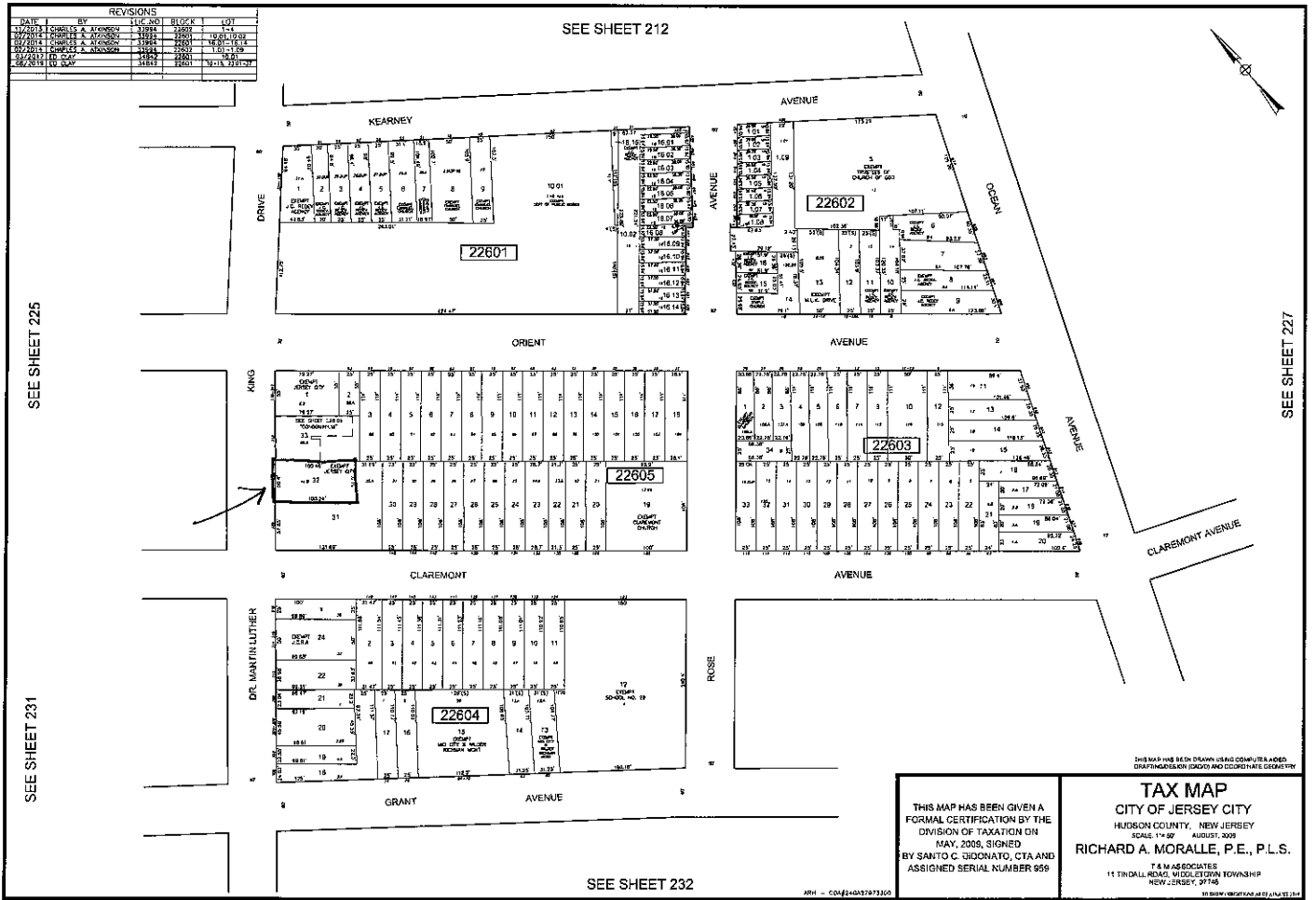
Section 3. The Chairman, Vice-Chairman, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement and any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

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 held on January 21, 2020.

<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	✓			
Erma D. Greene	✓			
Evelyn Jones	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓





YOUR GOALS. OUR MISSION.

JCTYOH-16002

September 17, 2019

Phillip A. Orphanidis
Real Estate Officer
Jersey City Redevelopment Agency
66 York Street Suite 30
Jersey City, NJ 07302

**Re: Proposal for Professional Engineering Services
Sidewalk Repair at 332 MLK Boulevard Project**

Dear Mr. Orphanidis:

T&M Associates is pleased to present this scope of services and fee estimate for the Sidewalk Repair at 332 MLK Boulevard.

It is our understanding that the Jersey City Redevelopment Agency (JCRA) is seeking Professional Engineering Services to investigate and advise the JCRA on the condition and then prepare a design for the repairs for the collapsed sidewalk in the JCRA right-of-way in order to have the sidewalk repaired and reopened to pedestrian traffic.

Scope of Services

The following is T&M's scope of services for the above-referenced project:

- T&M will visit the site to observe the condition of the sidewalk both from above and underneath. It is our understanding that access will be provided by the JCRA to the site. It is assumed any and all drawings, plans, reports, etc. associated with the site and the previous building structure associated with the sidewalk vault location will be provided to T&M. (If none are available, T&M will take some measurements to assist with design but will not as built the location or survey any structures).
- T&M personnel will take measurements as required for preparation of repair details and specifications. Based on preliminary information provided to T&M via email and phone communication, T&M anticipates that the repair approach will include the preparation of a precast chamber to be inserted into the collapsed space and backfilled with a cast in place sidewalk on top.
- DOT fencing fall protection is anticipated along the length of the sidewalk adjacent to the open lot structure.
- Plans will be prepared in AutoCAD format on 24 x 36-inch bond paper. T&M will utilize our front-end specifications in NJDOT format for bid of the project.
- T&M will prepare a preliminary construction cost estimate for the proposed repair.

Project Schedule

T&M Associates will begin work immediately on this project upon written authorization to proceed and estimate project completion within two weeks.



September 17, 2019

Fee Schedule

T&M will provide the above-noted services for a lump sum fee of \$6,500. This scope of services described above shall be billed monthly.

Exclusions


- Bidding service including but not limited to preconstruction walk throughs, RFI reviews, advertising and sale of the bid packets, bid review and recommendation and any other items not specifically identified under the scope of services.
- Construction phase services including RFI reviews, shop drawing reviews, field inspection, payment review and preparation and any other items not specifically identified under our scope of services.

We appreciate this opportunity to submit this scope of services for professional services and we will await your authorization to proceed. In the interim, if you have any questions, please call.

Very truly yours,
T&M ASSOCIATES


ANTONIOS PANAGOPOULOS
GROUP MANAGER

Accepted by Jersey City Redevelopment Agency

 1-8-2020
NAME: *Phillip A. Orphanidis*
Real Estate Officer

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE JERSEY CITY REDEVELOPMENT AGENCY
AUTHORIZING A CONTRACT WITH ALARM AND
COMMUNICATION TECHNOLOGIES INC. FOR FIRE
ALARM SERVICES 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 is currently rehabilitating the three-story structure on the Property; and

WHEREAS, the Property requires certain fire alarm system installation, monitoring and inspection services; and

WHEREAS, the Agency has received proposals and a service contract from Alarm and Communication Technologies Inc., on file with the Agency (collectively "**Proposals**"), to complete the fire alarm monitoring, inspection and installation services described in the Proposals; and

WHEREAS, the proposal is in the amount of \$8,554.75, below the public bid threshold established by *N.J.S.A. 40A:11-3*, which states the total amount of the Proposals shall not exceed the public bid threshold of \$40,000.00,

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.

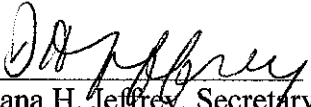
Section 2. The Agency is hereby authorized to enter into a contract with Alarm and Communication Technologies Inc. for fire alarm services at the Property, in a contract amount not to exceed \$8,554.75.

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

Section 4. The Assistant Executive Director is designated to act as the agent on behalf of the Agency in the absence of the Executive Director, as previously authorized by Resolution No. SP17-05-5.

Section 5. Any and all actions taken and any all agreements executed heretofore with respect to the transaction and agreements authorized herein are ratified and confirmed.

Section 6. 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 January 21, 2020.

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



25 Ross Street, PO Box 596
Wharton, NJ 07885-0596
ph:973-659-3473 fx:973-659-1810
info@njact.com

Proposal

January 06, 2020

Reference # 4398-162054
SP: GEORGER

Jersey City Redevelopment Agency
66 York St. Floor 3
Jersey City, NJ 07302

Job Name:
292 MLK Drive

Jersey City, NJ 07302

Customer Contact Salesperson
Robert Napiorski George Russo

We Hereby Submit Specifications And Estimates For:

Scope of work:

The existing Fire Alarm Control Panel is no longer working and must be replaced.

Replace the existing Fire Alarm Control Panel model 9050UD now discontinued with its replacement model ES-50X.

All of the existing devices and wire tied to the FACP will remain as is.

The cost for the above is \$3880.40

NOT INCLUDED: Permit, Permit fee, Patch,
Paint and Sales Tax.

Firelite FACP	1.00
Freight	1.00
Battery 12 AH, 12 Volt	2.00
Truck Stock Materials	1.00
LABOR	20.00
60 Mile charge	60.00
PROJECT MANAGEMENT	3.00

Terms and Conditions at WWW.NJACT.com

Go to WWW.NJACT.COM for Terms and Conditions of all sales.

Detailed Terms and Conditions can be found at www.NJACT.COM and are applicable to all sales.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Price contingent on reusing existing wiring for the peripheral devices in their current condition. If there are any abnormal conditions (I.E.) Shorts, Grounds and Opens, ACT will require separate authorization to correct the condition on a time and material basis. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date. Prices valid for 30 days.



25 Ross Street, PO Box 596
Wharton, NJ 07885-0596
ph:973-659-3473 fx:973-659-1810
info@njact.com

Proposal

January 06, 2020

Reference #: 4398-162054

SP: GEORGER

Jersey City Redevelopment Agency
66 York St. Floor 3
Jersey City, NJ 07302

Job Name:

292 MLK Drive

Jersey City, NJ 07302

Customer Contact
Robert Napiorski

Salesperson
George Russo

We Hereby Submit Specifications And Estimates For:

Authorized
Signature _____

Acceptance
Signature _____

Date _____

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXTENSION OF THE CONDITIONAL DESIGNATION OF 30 JOURNAL SQUARE PARTNERS LLC AS REDEVELOPER FOR CERTAIN PROPERTY IDENTIFIED AS BLOCK 10702, LOTS 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15 WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established by the City of Jersey City (the “**City**”) to implement redevelopment plans and carry 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 Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the City has enacted the Journal Square 2060 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, 30 Journal Square Partners LLC (the “**Redeveloper**”) proposes to redevelop that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 10702, Lots 4 and Lots 6-15 (the “**Property**”); and

WHEREAS, the Agency and the Redeveloper intend to pursue pre-development activities, including negotiation of a redevelopment agreement and other related actions (the “**Pre-Development Activities**”); and

WHEREAS, on August 20, 2019, by Resolution No. 19-08-14, the Agency conditionally designated the Redeveloper as redeveloper of the Property, and authorized the negotiation of a redevelopment agreement as part of the Pre-Development Activities; and

WHEREAS, to complete the negotiation of a redevelopment agreement between the Agency and the Redeveloper, the Executive Director desires to extend Redeveloper’s conditional designation as redeveloper of the Property until March 31, 2020, which expiration date may be extended, if necessary, in the sole discretion of the Agency’s Executive Director for two (2) additional periods of thirty (30) days each, 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 conditional designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until March 31, 2020, which expiration date may be extended if necessary in the sole discretion of the Executive Director for two (2) additional periods of thirty (30) days each, to allow the Agency and Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

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 its Regular Meeting held on January 21, 2020.

<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 Jones	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

REVISIONS

DATE	BY	REVISION
10/15/09	DAVID J. MORALE	1.00
10/15/09	DAVID J. MORALE	2.00

SEE SHEET 121



SEE SHEET 134

SEE SHEET 122

SEE SHEET 95

THIS MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE PROVISIONS OF THE TAX MAP ACT, N.J.A.C. 17:27, AND THE PROVISIONS OF THE TAX MAP ACT, N.J.A.C. 17:28.

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1"=50'
AUGUST, 2006
RICHARD A. MORALE, P.E., P.L.S.
C.A.M. ASSOCIATES
11 TINDALL ROAD, ARLINGTOWN TOWNSHIP
NEW JERSEY, 07714

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2006, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 056

SEE SHEET 108

NET - CDM 2-000 071300

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT 20-01-MPN1 WITH POTOMAC-HUDSON ENVIRONMENTAL INC. FOR ENVIRONMENTAL ENGINEERING SERVICES AT 125 MONITOR STREET WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (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 Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (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, on October 16, 2019 the Jersey City Redevelopment Agency entered into Contract No. 19-10-MPN16 with Potomac-Hudson Environmental, Inc. for environmental engineering services (the “Services”) for a project located at Block 17503, Lot 1, otherwise known by the street address 125 Monitor Street, authorized by Resolution 19-10-15; and

WHEREAS, the Agency has a need for continued ongoing environmental engineering services as further described in that certain proposal from the Consultant (as defined below) dated December 17, 2019 (the “**Proposal**”), which Proposal is on file with the Agency; and

WHEREAS, the Agency wishes to enter into a professional services agreement with Potomac-Hudson Environmental Inc. (the “**Consultant**”) to perform the Services for a contract amount not to exceed \$18,870.00; and

WHEREAS, the contract work shall be performed in accordance with the Proposal and the contract term shall terminate at the completion of the Services or one (1) year from the entry into such agreement, whichever is earlier; and

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

WHEREAS, said services are of a professional nature that, pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”), does not require competitive bidding; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency 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 Potomac-Hudson Environmental Inc. for environmental engineering services in an amount not to exceed \$18,870.00 and for a term to expire at the completion of the Services or one (1) year from the entry into such agreement, whichever is earlier, all subject to the terms and conditions set forth in the Agency's form professional services agreement. Notice of the award of this contract shall be published in an official newspaper of general circulation in accordance with N.J.S.A. 40A:11-5(1)(a)(i).

Section 3. The Chairman, 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 Chairman, 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 their Regular Meeting of January 21, 2020.

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



POTOMAC-HUDSON ENVIRONMENTAL, INC.

17 December 2019

Transmit via Electronic Mail

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

Re: Proposal to Complete Site Investigation Report
125 Monitor Street Project
Jersey City, New Jersey

Dear Ms. Noonan:

On behalf of Potomac-Hudson Environmental, Inc. (PHEnv), I am pleased to submit this proposal to provide environmental services to the Jersey City Redevelopment Agency (JCRA) (the "Client") for the property located at 125 Monitor Street in Jersey City, New Jersey (the Site).

Pursuant to PHEnv's 13 December 2017 proposal to the Agency, a number of studies were undertaken, including preparation of a Phase I/ESA, asbestos survey, concrete sampling, and the initiation of soil and groundwater investigations. The results of the soil and groundwater investigations were presented orally to the project team, but were never finalized and incorporated into a Site Investigation Report (SIR). We recently prepared a summary document that I provided to Shoshona Schiff along with the other documents we had produced.

The following tasks are proposed to complete and finalize the SIR.

SCOPE OF WORK

The following tasks represent the proposed scope of work for the project.

Task 1: Groundwater Sampling Event

It has been almost three years since the last round of groundwater sampling and analysis was conducted in May 2017. At that time, of prime concern was the chlorinated hydrocarbon plume in the rear of the property. We are proposing to measure groundwater levels and resample all 10 monitoring wells (1 well in the front and 9 wells in the rear) to obtain a current profile of contaminants and concentrations. All samples would be analyzed for TCL VO+10, PAH, and TAL metals.

Results would be tabulated and correlated with previous sampling data.

We are aware that the nearby upgradient property (Frank B. Ross) has a history of volatile organic contamination, and their draft CEA indicated a plume that may affect the subject property. As part

Scientists • Planners • Engineers

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

of this task, PHEnv would seek to obtain the final CEA as well as any volatile organic data that has been collected as part of the Frank B. Ross investigations.

Task 2: Prepare Groundwater Contour Maps

Incorporating the May 2017 data with the current groundwater data proposed herein, PHEnv would prepare groundwater contour maps and NJDEP contour reporting forms. Contour maps would be prepared for the 6-shallow rear yard monitoring wells and, if supported by the limited data, the 3-deep rear yard wells.

Task 3: Update SI Tables, Figures, and Boring Logs

PHEnv would complete all missing information on boring logs, update soil and groundwater sampling results tables, and finalize SI figures.

Task 4: SI Report and Appendices

The SI Report would be completed pursuant the Technical Requirements for Site Remediation. All results and laboratory data appendices would be updated. All AOCs would be evaluated and any need for further investigation as an RI would be identified. The SI report will address all environmental site studies undertaken to date, including test pit investigation of the illegal fill placement, conduct of a geophysical survey, and all studies related to the foregoing tasks.

Task 5: Project Management

PHEnv will manage the execution and oversight of all tasks and will attend any necessary meetings at the JCRA offices. For the purposes of this proposal, we have assumed attendance at two meetings.

Task 6: LSRP-Related Actions (Optional Task)

At the request of the JCRA, a PHEnv LSRP will retain themselves for this project. We will check with NJDEP to see whether a new PI Number and/or activity number will be required. As part of this task, the LSRP will complete all requisite forms for electronic submission of the PA and SI Report, Receptor Evaluation, and Electronic Data Deliverables (EDDs).

SCHEDULE

PHEnv will initiate the scope of work promptly upon receiving written authorization from the Client.

COST ESTIMATE

The time and materials not to exceed cost estimate to conduct the scope of work described above is \$ 18,870.00. A breakdown of the cost estimate is as follows:



TASK	DESCRIPTION	ESTIMATED COST
1	Groundwater Sampling Event	
	Labor \$ 2,740.00	\$ 8,690.00
	Lab (TCL VO+10, PAH, TAL Metals) \$ 5,300.00	
	Equipment Rental and Disposables \$ 650.00	
	Total \$ 8,690.00	
2	Prepare Groundwater Contour Maps	\$ 1,160.00
3	Update SI Tables, Figures, and Boring Logs	\$ 2,540.00
4	SI Report and Appendices	\$ 2,880.00
5	Project Management	\$ 1,360.00
6	LSRP-Related Actions (Optional Task)	\$ 2,240.00
TOTAL		\$ 18,870.00

PHEnv will conduct the work on a time and expense basis in accordance with our standard fee schedule (attached). All invoices are due and payable within 30 days of the invoice date. We will not exceed the budget without authorization and will promptly notify you of any unanticipated conditions that could impact the budget.

LIMITATIONS

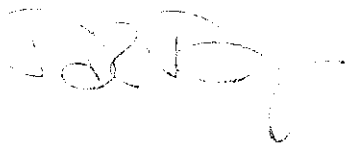
This Proposal is valid for sixty (60) days from the date first set forth above. PHEnv may, in its sole discretion, either extend the period of validity or withdraw the Proposal at any time by providing written notification to Client.

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



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

Sincerely,
Potomac-Hudson Environmental, Inc.



David R. Draper, LSRP

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

Signature

Date

Name (Printed)

Client



POTOMAC-HUDSON ENVIRONMENTAL, INC.

FEE SCHEDULE
Effective January 1, 2013

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

SUBCONTRACTOR AND DIRECT COSTS

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

TRAVEL AND EQUIPMENT

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



REVISIONS			
DATE	BY	DESCRIPTION	LOT

SEE SHEET 156

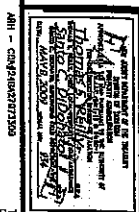
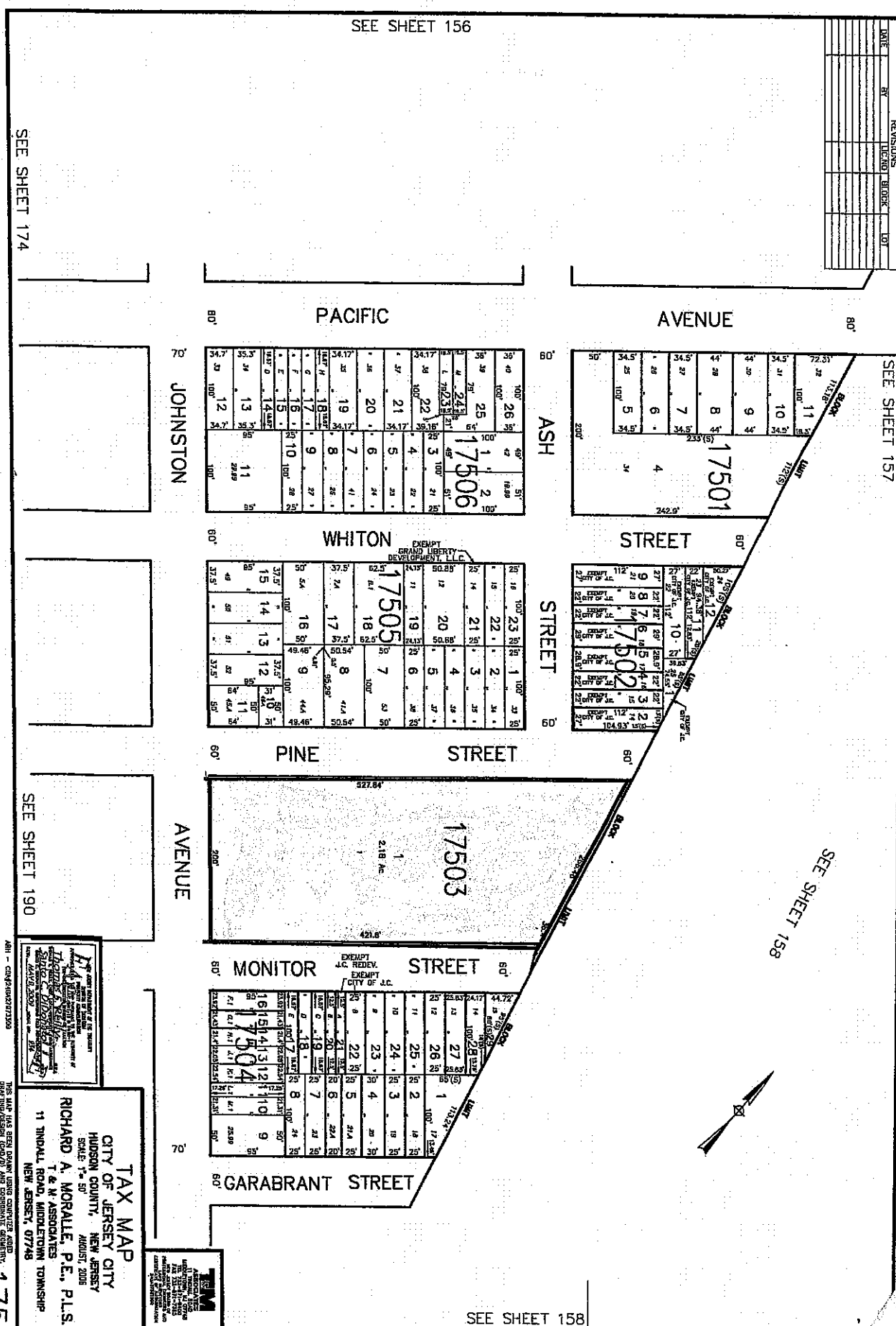
SEE SHEET 174

SEE SHEET 157

SEE SHEET 158

SEE SHEET 158

175



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



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIRST AMENDMENT TO CONTRACT NO. 19-05-DN2 (PAVILION) AND A FIRST AMENDMENT TO CONTRACT NO. 19-05-DN3 (SKATE PARK), BOTH WITH CME ASSOCIATES, FOR ENGINEERING SERVICES AT BERRY LANE PARK WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (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 Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*; and

WHEREAS, the City has enacted the Morris Canal Redevelopment Plan (as amended and supplemented from time to time) 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 identified as Block 18901, Lot 1.01, commonly known as Berry Lane Park (the “Property”), and is currently constructing a skate park and a pavilion on the Property; and

WHEREAS, the Agency previously entered into that certain Contract No. 19-05-DN3 for an initial amount not to exceed \$79,722.00 (the “Initial Skate Park Amount”) with CME Associates (the “Company”) to perform professional engineering services in connection with the design and construction of the skate park at the Property as further described in the Contract, and that certain Change Order #1 to Contract No. 19-05-DN3 dated December 18, 2019 in the amount of \$12,399.15 (collectively, the “Skate Park Contract”) for a total Skate Park Contract amount of \$92,121.15; and

WHEREAS, the Agency previously entered into Contract No. 19-05-DN2 for an initial amount not to exceed \$159,920.00 (the “Initial Pavilion Amount”) with the Company to perform professional engineering services in connection with the design and construction of the pavilion at the Property as further described in the Contract, and that certain Change Order #1 to Contract No. 19-05-DN2 dated December 18, 2019 in the amount of \$12,399.15 (collectively, the “Pavilion Contract”) for a total Pavilion Contract amount of \$172,319.15; and

WHEREAS, in accordance with *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 subject matter of the Skate Park Contract and the Pavilion Contract is professional services and therefore such contracts were awarded without competitive bidding; and

WHEREAS, the Agency desires to amend the Skate Park Contract (the “Skate Park First Amendment”) to allow for installation of equipment required to obtain time-

lapse videos of the skate park construction, as set forth in a quote provided by the Company dated January 9, 2020 (the "**Scope of Work**"); and

WHEREAS, the Agency desires to amend the Pavilion Contract (the "**Pavilion First Amendment**") to allow for installation of equipment required to obtain time-lapse videos of the pavilion construction, as set forth in the Scope of Work; and

WHEREAS, the Skate Park Contract and the Pavilion Contract amounts shall each increase by \$875.00, such that the new total not-to-exceed amount for the Skate Park Contract, as amended by the Skate Park First Amendment, will be \$92,996.15, and the new total not-to-exceed amount for the Pavilion Contract, as amended by the Pavilion First Amendment, will be \$173,194.15; and

WHEREAS, the Agency further wishes to memorialize correction of a scrivener's error contained in Resolution No. 19-12-16 adopted on December 17, 2019 authorizing Change Order #1 for the Skate Park Contract and Change Order #1 for the Pavilion Contract, which inadvertently swapped the total amounts of the Skate Park Contract and the Pavilion Contract in Sections 2 and 3 of such resolution,

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 Skate Park First Amendment to allow for performance of equipment installation as set forth in the Scope of Work, for an amount not to exceed Eight Hundred and Seventy-Five Dollars (\$875.00), and for an amended not-to-exceed amount of \$92,996.15.

Section 3. The Board of Commissioners hereby authorizes the Pavilion First Amendment to allow for performance of equipment installation as set forth in the Scope of Work, for an amount not to exceed Eight Hundred and Seventy-Five Dollars (\$875.00), and for an amended not-to-exceed amount of \$173,194.15.

Section 4. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute both the Skate Park First Amendment and the Pavilion First Amendment any and all other documents necessary to effectuate this Resolution, all in consultation with counsel, and to take action necessary to effectuate this Resolution.

Section 5. Resolution No. 19-12-16 adopted by the Board of Commissioners on December 17, 2019 is corrected such that the total Skate Park Contract amount (as revised pursuant to Skate Park Change Order #1) set forth in Section 2 is \$92,121.15, and the total Pavilion Contract amount (as revised pursuant to Pavilion Change Order #1) set forth in Section 3 is \$172,319.15.

Section 6. 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 January 21, 2020.

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
EXECUTION OF A FIRST AMENDMENT TO CONTRACT NO. 19-08-
DN6 WITH DRESDNER ROBIN FOR PROFESSIONAL
ENVIRONMENTAL 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 map of the City commonly known as 1 Berry Road or Berry Lane Park (the “**Site**”), 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 environmental services at the Site (the “**Environmental Services**”), from an experienced and qualified firm; and

WHEREAS, the Agency and Dresdner Robin (“**Dresdner**”) entered into that certain Contract No. 19-08-DN6 dated August 1, 2019 (the “**Contract**”), which was a successor contract to agreements previously entered into between the Agency and Dresdner for the performance of professional Environmental Services; and

WHEREAS, certain activities enumerated in that contract are ongoing, such as: deed notice revision, revision of the Remedial Action workplan, compliance with public notice requirements, and ongoing groundwater sampling and monitoring, as required by NJDEP regulations; and

WHEREAS, the Agency requires additional environmental services at the Site, including but not limited to those relating to portions of the engineering control being modified as part of the Pavilion and Skate Park construction activities (the “**Additional Environmental Services**”); and

WHEREAS, the Agency received an amended and restated proposal from Dresdner dated December 9, 2019, including a cost breakdown listing the initial authorized Environmental Services together with the new tasks to be performed as part of the Additional Environmental Services, which is on file with the Agency (the “**Proposal**”); and

WHEREAS, the Agency wishes to enter into a First Amendment to Contract No. 19-08-DN6 with Dresdner (the “**First Amendment**”) to reflect Dresdner’s performance of the Additional Environmental Services at the Site, and the costs required to complete the Additional Environmental Services, which shall be payable in accordance with the hourly rate schedule set forth in the Proposal; and

WHEREAS, pursuant to the Proposal, the total not-to-exceed amount of the Contract as amended by the First Amendment will increase to One Hundred Nine Thousand Seven Hundred and Fifty Dollars (\$109,750.00); and

WHEREAS, the Agency certifies that it has funds available for such costs,

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 Board of Commissioners hereby authorizes a First Amendment to Contract No. 19-08-DN6 for performance of the Additional Environmental Services set forth in the Proposal, payable in accordance with the rates set forth in the Proposal.

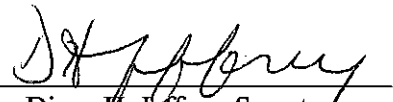
Section 3. The Board of Commissioners hereby authorizes an increase of the not-to-exceed amount of the Contract by the amount set forth in the Proposal, for a total not-to-exceed Contract amount of One Hundred Nine Thousand Seven Hundred and Fifty Dollars (\$109,750.00). If deemed necessary or desirable by the Executive Director, in consultation with counsel, the First Amendment shall specify the source(s) of funds designated to pay for the various Environmental Services or Additional Environmental Services.

Section 4. Except as expressly authorized herein, all other terms and conditions of the Contract shall remain the same.

Section 5. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are each hereby authorized to execute and deliver the First Amendment authorized herein and any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 6. 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 of January 21, 2020.


Diana H. Jeffrey, 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	✓			
Erma D. Greene	✓			
Evelyn Johnson	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

DRESDNER ROBIN

DRESDNER ROBIN
1 EVERTRUST PLAZA, SUITE 901
JERSEY CITY, NJ 07302
201.217.9200
WWW.DRESDNERROBIN.COM

Mr. Daniel Navario
Jersey City Redevelopment Agency
66 York Street, 3rd Floor
Jersey City, New Jersey 07302

DR. Project No.: 00080-806
December 9, 2019
revised January 17, 2020

**Re: Proposal for Environmental Services
 Berry Lane Park
 Block 18901, Lot 1.01
 Jersey City, New Jersey**

Dear Mr. Navario:

Dresdner Robin is pleased to provide you with this proposal for environmental services in connection to the above referenced project. The scope of work has been developed in consultation with the Licensed Site Remediation Professional (LSRP) for this project and includes completion of: 1) on-going work authorized under Contract 19-08-DN6 as well as 2) new work required as a result of recent updates to the engineering control, NJDEP on-going public notification and outreach requirements, on-going remedial permit compliance, and monitoring well upkeep and abandonment.

ON-GOING SCOPE OF WORK

Task 1 – LNAPL Recovery (Woodward Metals)

Dresdner Robin has assumed an allowance to continue to recover LNAPL as is required. The frequency of the recovery is intermittent. For the sake of this proposal it is assumed an additional eight events is necessary and the classification and disposal of two 55-gallon drums of aqueous waste. Please note that this task assumes the client will provide a location on site for storage of drums prior to their offsite disposal.

Task 2 – LNAPL Final Report (Woodward Metals)

The cumulative findings of the LNAPL Recovery will be incorporated into a deliverable which will include text, tables, figures and appendices. A Case Inventory Document (CID) and required NJDEP form will also be completed.

Task 3 – Two Years of Quarterly Groundwater Sampling (if necessary) (Woodward Metals)

Groundwater sampling will commence when recoverable free product no longer exists. This task allows up to eight (8) rounds of groundwater sampling from up to five (5) existing monitoring wells. Samples will be submitted to a New Jersey Certified Laboratory for VOC and SVOC analysis. Please note that this task assumes the client will provide a location on site for storage of drums prior to offsite disposal.

Task 4 - Classification Exception Area (Woodward Metals)

A Classification Exception Area (CEA) including 2-dimensional fate and transport modeling and all required tables, figures, appendices including the NJDEP form will be prepared and submitted with the Remedial Action Workplan and Remedial Action Report.

Task 5 - Remedial Action Workplan – Groundwater (Woodward Metals)

A Remedial Action Workplan will be prepared including text, tables, figures and appendices. A Case Inventory Document (CID) and required NJDEP form will also be completed. This proposal assumes that the findings of the proposed groundwater investigations will facilitate monitored natural attenuation as the remedial approach.

Task 6 - Remedial Action Workplan – Groundwater (Purple Fish)

A Remedial Action Workplan will be prepared including text, tables, figures and appendices. A Case Inventory Document (CID) and required NJDEP form will also be completed. This proposal assumes that the findings of the proposed groundwater investigations will facilitate monitored natural attenuation as the remedial approach.

Task 7 - Classification Exception Area (Purple Fish)

A Classification Exception Area (CEA) including 2-dimensional fate and transport modeling and the required tables, figures, appendices including the NJDEP forms will be prepared and submitted with a Remedial Action Report.

Task 8 – One Year of Quarterly Groundwater Sampling (if necessary) (Purple Fish)

This task allows up to four (4) rounds of groundwater sampling from up to six (6) existing monitoring wells. Samples will be submitted to a NJ Certified Laboratory for VOC and SVOC analysis. Please note that this task assumes the client will provide a location on site for storage of drums prior to offsite disposal.

Task 9 – Remedial Action Permit Compliance - Annual Groundwater Sampling (75 Woodward Street)

This task allows for up to two (2) rounds of groundwater sampling from five (5) existing monitoring wells. Samples will be submitted to a New Jersey Certified Laboratory for analysis of benzene and tentatively identified compounds (TICs).

Task 10 – Remedial Action Permit Compliance – Biennial Certification (75 Woodward Street)

This task includes costs to evaluate the results of the compliance ground water sampling events in order to confirm that the ground water dissolved phase plume is continuing to degrade constituent with the approved Monitored Natural Attenuation (MNA) calculations. If confirmed, a Biennial Certification form will be completed and certified by the LSRP of Record.

NEW SCOPE OF WORK

The following tasks are recommended to 1) address remedial documentation requirements associated with the recent updates to the engineering control, 2) NJDEP public notification and outreach requirements, and 3) ground water monitoring well upkeep and abandonment.

Task 11 – Monitoring Well Repairs and Abandonments

This task includes the costs for a New Jersey Licensed Well Driller to repair up to five (5) monitoring wells and abandon up to (5) monitoring wells. The wells will only be abandoned upon completion of the ground water remediation for the applicable area of concern. Please note that the wells will need to be abandoned prior to the issuance of a Response Action Outcome for the respective AOC and there is a total of nineteen (19) monitoring wells currently on the Site subsequently this task does not include the costs to abandon all of the wells.

SOIL

Task 12 – Deed Notice Termination

As portions of the engineering control were modified as part of the Pavilion and Skate Park construction activities, this task includes the costs to complete the Deed Notice termination process with the NJDEP in order for a revised Deed Notice to be recorded. The Deed Notice will be terminated concurrently with the recordation of a revised Deed Notice as presented within the next task.

Task 13 – Deed Notice

As portions of the engineering control were modified as part of the Pavilion and Skate Park construction activities, this task includes the costs to revise the deed notice with these new engineering control details. Please note that if any modifications of the park's property boundaries are anticipated, these modifications will need to be completed before the recordation of the Deed Notice prepared as part of this task.

Task 14 – Remedial Action Report for Soil

This task includes the costs to revise the existing DRAFT Remedial Action Report for soil in order to include discussions on the recent remedial activities. The discussions will be specific to 1) the modifications of the engineering controls, 2) perimeter air monitoring procedures and results, and 3) disposal of aqueous and soil waste. This task includes the costs to prepare an updated Receptor Evaluation for the Site and potential neighboring receptors which is required at a minimum every two years. The appropriate Receptor Evaluation form will be submitted to the NJDEP, municipal clerk, local/county health department and local health agency. Please note that the costs to prepare the Remedial Action Permit for Soil are carried within Contract 17-07-BD4.

Task 15 – Public Notification

This task includes costs to comply with the NJDEP's requirements for Public Notification. Previous public notification has consisted of the mailing of certified letters to property owners and tenants within 200 feet of the park property boundaries. The appropriate Public Notification form will be submitted to the NJDEP, municipal clerk, local/county health department and local health agency.

LICENSED SITE REMEDIATION PROFESSIONAL PROGRAM

This proposal assumes that the scope of work presented below will be conducted under the oversight of a LSRP following the relevant requirements of N.J.S.A. 58:10C – the Site Remediation and Reform Act (SRRA) and N.J.A.C. 7:26E – the Technical Requirements for Site Remediation. LSRP services will be conducted in accordance with

Dresdner Robin's "Addendum to Standard Terms and Conditions for Licensed Site Remediation Professionals" (attached).

IMPORTANT CONSIDERATIONS AND NJDEP REPORTING OBLIGATIONS

Please be aware that if a discharge (as defined by SRRA) or an Immediate Environmental Concern (IEC) is identified at any time the "person responsible for performing the remediation" and the LSRP, both are obliged to notify the NJDEP in accordance with the Site Remediation Reform Act, N.J.S.A. 58-10C.

(This is a mandatory reporting requirement. In the case of an IEC, it also requires an immediate action). Thus, the existing property owner should be made aware that these reporting obligations could trigger significant costs associated with investigations and remediation of the discharge or IEC under SRRA's "affirmative obligation to remediate").

COST

Dresdner Robin's estimated cost to conduct the scope of work detailed in this proposal for an estimated price of **\$109,750.00**. All work will be invoiced monthly on a time and materials basis in accordance with Dresdner Robin's "Standard Terms and Conditions" and "2019 Rate Schedule" (attached). We draw to your attention that this proposal does not include any fees payable directly to the NJDEP.

To initiate this project, Dresdner Robin requires acceptance of this letter and confirmation of our engagement by your signature in the places provided below, initials on the Standard Terms and Conditions", Addendum to Standard Terms and Conditions for Licensed Site Remediation Professionals" and "2019 Rate Schedule". Please sign and return the original contract and initialed forms to Dresdner Robin, attention: Douglas Neumann.

Should there be any reason to expand the scope-of-work; Dresdner Robin will seek your approval before commencing any such additional work. Additional work and any additional NJDEP liaison required will be billed monthly at a time and materials basis in accordance with our 2019 Standard Fee Schedule following approval to proceed. Payment terms are 30 days from the date of the invoice.

Thank you once again for this opportunity to provide you with this proposal for environmental consulting services. We look forward to working with you on this project. If you have any questions or need additional information regarding the information presented herein, please do not hesitate to call me at (201) 266-5692.

Sincerely,
Dresdner Robin

Douglas Neumann

Douglas Neumann
Director

Enclosure(s)

- Schedule of Fees
- Terms and Conditions

*Proposal for Environmental Services
Berry Lane Park
Jersey City, New Jersey*

*DR Project No.:00080-806
December 9, 2019
revised January 17, 2020*

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

Signature:

Name of Authorized Person (printed):

Date:

STANDARD TERMS AND CONDITIONS

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

1. **STANDARD OF CARE.** Services performed by Dresdner Robin under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions and in accordance with all applicable governmental laws, rules and regulations. Dresdner Robin does not make and by the Agreement hereby makes no other representation, warranty, or guarantee of any kind, expressed or implied, in the Agreement, or in any report, opinion, document or other communication, whether in oral, written or electronic form, delivered or supplied in connection with the Agreement.
2. **TERMINATION AND SUSPENSION.** Either party may terminate the Agreement for any reason by giving fourteen (14) days written notice of intent to do so. Notwithstanding any termination of the Agreement, Client shall pay Dresdner Robin for all services rendered as of the effective date of termination. Dresdner Robin reserves the right to suspend services immediately after the account becomes Past Due (as defined below). Dresdner Robin will have no liability whatsoever to the Client for any costs or damages resulting from such suspension.
3. **RETAINER.** If a retainer is required by the Agreement, Client shall submit the retainer payment at the execution of the Agreement. Dresdner Robin will credit the retainer payment against the final invoice. Notwithstanding the foregoing, should the Client's account become Past Due, Dresdner Robin reserves the right to apply the retainer against such Past Due amount and the Client shall be responsible for immediately replenishing the retainer. If the scope of work contemplated by this Agreement is modified or changed in any way, Dresdner Robin reserves the right to request an additional retainer to be paid upon acceptance of such modification.
4. **INVOICES, INTEREST, AND PAYMENT.** Except where noted, Dresdner Robin will perform the work on a time and materials expense basis in accordance with the Fee Schedule, which is subject to review and update. Lump Sum services will be billed on a percentage completion basis.
 - a. Invoices are to be paid in full within 30 days of the date of invoice. A Client's account is considered past due if any amount due remains unpaid 30 days after the invoice date ("Past Due").
 - b. 1.5% interest, calculated monthly, from the date of the original invoice, will be imposed on all bills that remain unpaid after 30 days.
 - c. Client has 30 days from the date of invoice in which to dispute any invoiced amount. Disputes must be in writing. If Client does not dispute any invoice within 30 days of its date, it is immediately due in full.
 - d. All payments are to be delivered to Accounts Payable, Dresdner Robin. One Evertrust Plaza Suite 901, Jersey City, NJ 07302.

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

5. **EQUIPMENT, SUPPLIES, AND OTHER CHARGES:**
 - a. Time for field and out-of-office meeting activities is charged portal-to-portal.
 - b. Subcontractor services and the costs associated with the rental of specialized equipment will be billed at cost plus 10%.
 - c. Client is obligated to pay Dresdner Robin for reimbursable expenses, including application fees, printing and reproduction, delivery expenses, specialized equipment or materials, laboratory charges, etc. In addition, any significant third party expense incurred may be directly billed to the Client for direct payment to said third party.

- d. Charges for company-owned equipment and expendable supplies will be billed according to Dresdner Robin's schedule of charges.
 - e. All direct charges (i.e. rental vehicles, meals, air/rail travel and lodging, etc. and outside delivery and reproduction costs) will be billed at cost plus 5%. The use of personal vehicles for travel outside of NY and NJ will be charged at the then current (business use) IRS mileage recommendation.
 - f. Printing/ Reproduction, in-house large format copies will be invoiced at \$0.65 per square foot.
6. **CONFIDENTIALITY.** Dresdner Robin shall not intentionally divulge technical information related to services to be performed in connection with the Agreement without the prior written consent of Client, except (i) to employees, agents, subcontractors, and representatives who have a need to know such technical information for the performance of their duties as employees, agents, subcontractors or representatives; (ii) to the extent disclosure to a government entity or third party is requested by Client as part of Dresdner Robin's scope of services; (iii) to the extent that such technical information is previously known to Dresdner Robin or that becomes known through legal means, is public knowledge, or subsequently becomes public knowledge through no fault of Dresdner Robin and without breach of the Agreement; (iv) with respect to any disclosures that are compelled by any requirement of law or pursuant to any legal proceeding; provided that Dresdner Robin shall notify Client and use its commercially reasonable efforts determined by the circumstances to cooperate with Client, at Client's expense, to obtain a protective order or other similar determination with respect to the disclosure of such technical information; (v) to the extent necessary to comply with laws, regulations, ordinances, court orders, governmental directives, legal obligations and professional standards of conduct regarding the reporting of findings to appropriate public agencies; and (vi) to protect Dresdner Robin against claims or liabilities arising from the performance of the work under the Agreement.
7. **INDEMNIFICATION.** Dresdner Robin agrees to hold harmless, indemnify and defend Client from and against any liability to the extent resulting from Dresdner Robin's negligent acts, errors or omissions in the performance of the services provided pursuant to the Agreement. This indemnification does not extend to any services performed by other consultants, whether or not such other consultants were hired by Dresdner Robin as sub-consultants to this Agreement, and Client agrees to hold Dresdner Robin harmless from any claims relating to the performance or non-performance of any services provided by such other consultants or sub-consultants. Notwithstanding the foregoing, it is specifically understood and agreed that such indemnification shall be limited to the actual damages incurred. In no event shall Dresdner Robin be liable for any special, incidental, punitive, consequential damages, lost profits, commercial losses, or any other indirect damages. Dresdner Robin will not be liable for and will not indemnify the Client for the Client's own negligence.
8. **INSURANCE REQUIREMENTS.** Dresdner Robin will procure and maintain (1) statutory worker's compensation insurance coverage; (2) general liability insurance coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate; (3) Automobile Liability Coverage in the amount of \$1,000,000 Combined Single Limit; and (4) professional liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, on a claims made basis. These insurances shall be with an acceptable insurance company authorized to do business in the State of New Jersey or State in which service is to be performed. All liability insurance policies written on a claims-made basis shall be maintained for a minimum of three (3) years following completion of all services under the Agreement as long as it is reasonably available under standard policies at rates comparable to those currently in effect.
9. **COMPLIANCE WITH LAWS.** Dresdner Robin and Client agree to comply with all applicable Local, State, and Federal laws and regulations pertaining to work under the Agreement.

10. **USE AND REUSE OF DOCUMENTS.** The "Documents" are all reports, laboratory test data, plans, and other similar documents which have been prepared solely for this project, in consideration of time-specific circumstances and regulatory requirements. The Documents are provided for the sole and exclusive use of the Client for specific application to the project. Any third party use of or reliance upon such Documents is prohibited without the express, written authorization of Dresdner Robin. Client agrees to defend, indemnify and hold harmless Dresdner Robin, its sub-consultants, officers, shareholders, agents and employees from and against any and all claims, damage, liability, costs, judgment, suits or expense (including reasonable defense and attorney fees) arising from any use or reuse of the Documents beyond the purpose for which they were prepared, any modifications of Documents, and any use of electronically prepared Documents (due to the unsecured nature of electronic documents).
- a. Client agrees that should any differences exist between printed drawings, specifications or other Documents delivered by Dresdner Robin in connection with the project and the electronic Documents, the information contained in the printed documents shall be presumed to be correct and take precedence over the electronic Documents.
 - b. If documents issued by Dresdner Robin do not expressly state "For Construction", the Client indemnifies Dresdner Robin for any and all claims associated from using the Documents for construction purposes.
11. **NOTICES.** Any notice required to be given under the Agreement is validly given, made or served if in writing and delivered personally; sent by registered or certified mail, return receipt required, postage prepaid, and addressed to the address listed in the Agreement and to: Tony Ianuale COO/CFO, Dresdner Robin Environmental Management Inc., One Evertrust Plaza, Suite 901, Jersey City, NJ 07302; or by facsimile and/or email, with a hard copy of such transmission to be sent by mail.
12. **SUCCESSORS AND ASSIGNS.** The Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any other person or entity as a third-party beneficiary or otherwise under any theory of law.
13. **SEVERABILITY.** If any provisions of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and Dresdner Robin and the Client will in good faith attempt to replace any such invalid, illegal, or unenforceable provision or provisions with one that is valid, legal and enforceable and which comes as close as possible to expressing the intent of the original provision or provisions.

DRESDNER ROBIN

2019 Rate Schedule

<u>Professional Services</u>	<u>\$ Hourly Rate</u>
Principal	295
Director	260
Associate Director	230
Professional VII *	205
Professional VI *	187
Professional V *	172
Professional IV *	157
Professional III *	140
Professional II *	125
Professional I *	110
Technician IV **	135
Technician III **	125
Technician II **	112
Technician I **	104
Technician **	84
Administrative Support	80
Geophysical Technician	185
Licensed Site Remediation Professional (LSRP)	240
Court Testimony (4 Hour Minimum) Per Hour	500
Public Hearing – Meeting / Testimony Per Meeting	975

* Professional designations may apply to any discipline: Engineer, Environmental Scientist, Surveyor, Landscape Architect, Planner, Information Technology.

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

Effective 1/01/2019

Client's Initials: _____

**ADDENDUM TO STANDARD TERMS AND CONDITIONS
FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES**

1. **APPLICABILITY OF THIS ADDENDUM.** The terms and conditions of this Addendum to Standard Terms and Conditions ("Addendum") will apply, in addition to the terms and conditions of Dresdner Robin Environmental Management's ("Dresdner Robin") Standard Terms and Conditions ("ST&Cs"), to the professional services of a Licensed Site Remediation Professional ("LSRP") provided by Dresdner Robin ("LSRP Services"). If, and to the extent that, the terms and conditions of this Addendum conflict or are inconsistent with the terms and conditions of the ST&Cs, the terms and conditions of this Addendum shall apply and control with respect to Dresdner Robin's performance of the LSRP Services.

2. **LSRP SERVICES.** The LSRP Services to be provided by Dresdner Robin shall consist of the performance of professional services by an LSRP in accordance with the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq. (SRRA) and Dresdner Robin's Proposal dated _____, attached hereto and incorporated herein as Appendix A, and any written change order accepted and agreed to by Dresdner Robin and Client. The LSRP performing professional services will be a Dresdner Robin employee who holds a current LSRP license. The LSRP will perform the professional services and tasks that are required to be conducted to complete the work in accordance with the SRRA, and subject to the standards for professional conduct therein, and other applicable remediation requirements. Dresdner Robin may terminate this agreement to provide LSRP Services if it reasonably believes that termination or withdrawal is required by the standards of professional conduct applicable to an LSRP.

3. **CLIENT ACKNOWLEDGMENTS AND DUTIES.** Client acknowledges and agrees as follows:

- a. During the term of this Agreement, Client agrees to perform or cause to be performed the obligations of the person responsible for conducting the remediation. Failure to perform these obligations, including adhering to mandatory timeframes, may give rise to penalties, damages or other adverse consequences or cost to Client. Client agrees to provide Dresdner Robin with all information and documents in its control that are relevant to the remediation. Dresdner Robin shall not be responsible for any claim, condition or consequence arising from Client's failure to perform any obligation required by this agreement or applicable law, or to fund the remediation, or arising from any relevant facts that are not disclosed at the time the services are performed.
- b. The SRRA requires the LSRP to comply with professional obligations to exercise independent professional judgment, make a good faith and reasonable effort to obtain information that is relevant and material to the remediation, disclose this information to the NJDEP and otherwise to comply with the SRRA. Dresdner Robin's LSRP is authorized by Client to perform the LSRP Services in accordance with the professional obligations of the SRRA and any other applicable law, and Client agrees to cooperate with the LSRP in the performance of these services.
- c. A Response Action Outcome (RAO) issued in the performance of the LSRP Services is a determination based upon the professional judgment and opinion of the LSRP and the facts available at the time that the remediation has been performed in accordance with applicable remediation requirements. An RAO does not constitute a warranty or guarantee of any kind, expressed or implied, by Dresdner Robin or the LSRP. The scope of an RAO, and the scope of the covenant not to sue that accompanies the RAO by operation of law, is limited by the scope of the remediation addressed in the RAO and does not include natural resource damages or restoration. An RAO is not a legal interpretation of environmental laws and regulations.

4. **ADDITIONAL REQUIREMENTS.** Dresdner Robin shall not be responsible for any additional requirements imposed by NJDEP or any other third party during its performance of any informal or formal screening(s), inspection(s), review(s) or audit(s) of the LSRP Services, or any consequences or costs thereof, except with respect to claims arising solely from the negligent acts or omissions of Dresdner Robin as expressly provided in the ST&Cs.

5. **DOCUMENTS.** Dresdner Robin will maintain and preserve data, documents and information prepared or obtained in connection with the LSRP Services in accordance with the SRRA and applicable regulations. Any RAO, opinion, certification, report, form or other document provided by Dresdner Robin to Client as part of the services are provided for the sole and exclusive use of the Client for specific application to the remediation. Dresdner Robin acknowledges and agrees that these documents may be conveyed to the NJDEP in connection with the remediation, and three electronic copies of the records will be submitted to NJDEP by Dresdner Robin at the time that an RAO is issued in accordance with the SRRA and applicable regulations.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH T&M ASSOCIATES FOR ENGINEERING DESIGN SERVICES FOR PROPERTY IDENTIFIED AS BLOCK 27804, LOT 13, AND BLOCK 28401, LOT 40, A/K/A THE COUNTRY VILLAGE SECTION OF THE MORRIS CANAL GREENWAY

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) is responsible for implementing redevelopment plans and carrying out redevelopment projects in 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.* (as may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, the Agency and the City are participating in the development of a 111-mile continuous pedestrian and bicycle path along portions of the historic Morris Canal, a portion of which is located within the City (the “**Project**”); and

WHEREAS, the Agency has a need for engineering design services (the “**Engineering Services**”) from an experienced and qualified firm in connection with the Country Village section of the Project, which is located at property identified as Block 27804, Lot 13; Block 28401, Lot 40; on the official tax map of the City; and

WHEREAS, T&M Associates (the “**Engineer**”) provided the Agency with a proposal dated January 16, 2020 (the “**Proposal**”), which lists the tasks proposed to be completed and proposes a total lump sum cost of Two Hundred and Twenty Eight Thousand and Three Hundred Twenty One Hundred Dollars (\$228,321.00) to complete all tasks listed in the Proposal; and

WHEREAS, having reviewed the Proposal, the Agency wishes to enter into a professional services agreement with the Engineer for the Engineering Services listed in the Proposal, for an amount not to exceed Two Hundred and Twenty Eight Thousand and Three Hundred Twenty One Hundred Dollars (\$228,321.00), payable in accordance with the rates and cost breakdown in the Proposal, and for a maximum term of one (1) year; and

WHEREAS, the contract amount shall be inclusive of all labor and expenses; and

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

WHEREAS, in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”), the Engineering Services are professional services exempt from public bidding; and

WHEREAS, notice of the award of the agreement authorized herein shall be published in a newspaper of general circulation in accordance with the LPCL,

WHEREAS, notice of the award of the agreement authorized herein shall be published in a newspaper of general circulation in accordance with the LPCL,

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

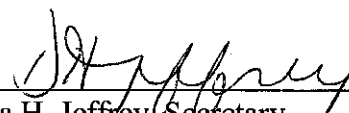
Section 1. The recitals hereto are incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes a professional services agreement with the Engineer to perform the Engineering Services listed in the Proposal, for an amount not to exceed Two Hundred and Twenty Eight Thousand and Three Hundred Twenty One Hundred Dollars (\$228,321.00), payable in accordance with the rates and cost breakdown set forth in the Proposal, and for a maximum term of one (1) year, all subject to the terms and conditions set forth in the Agency's form professional services agreement.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the professional services agreement authorized herein and 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 of January 21, 2020.


Diana H. Jeffrey, 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	✓			
Erma D. Greene	✓			
Evelyn Jones	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓

SEE SHEET 261

REVISIONS			
DATE	BY	REASON	LOT
10/20/00	CHARLES A. JENNISON	1ST	



NEWARK BAY

NEW JERSEY

STATE HIGHWAY

ROUTE 440

SEE SHEET 261

SEE SHEET 262

SEE SHEET 278

SEE SHEET 279

SEE SHEET 268

481 - 00421047973300

TO SHOW CONTIGUOUS AS OF AUGUST 2000

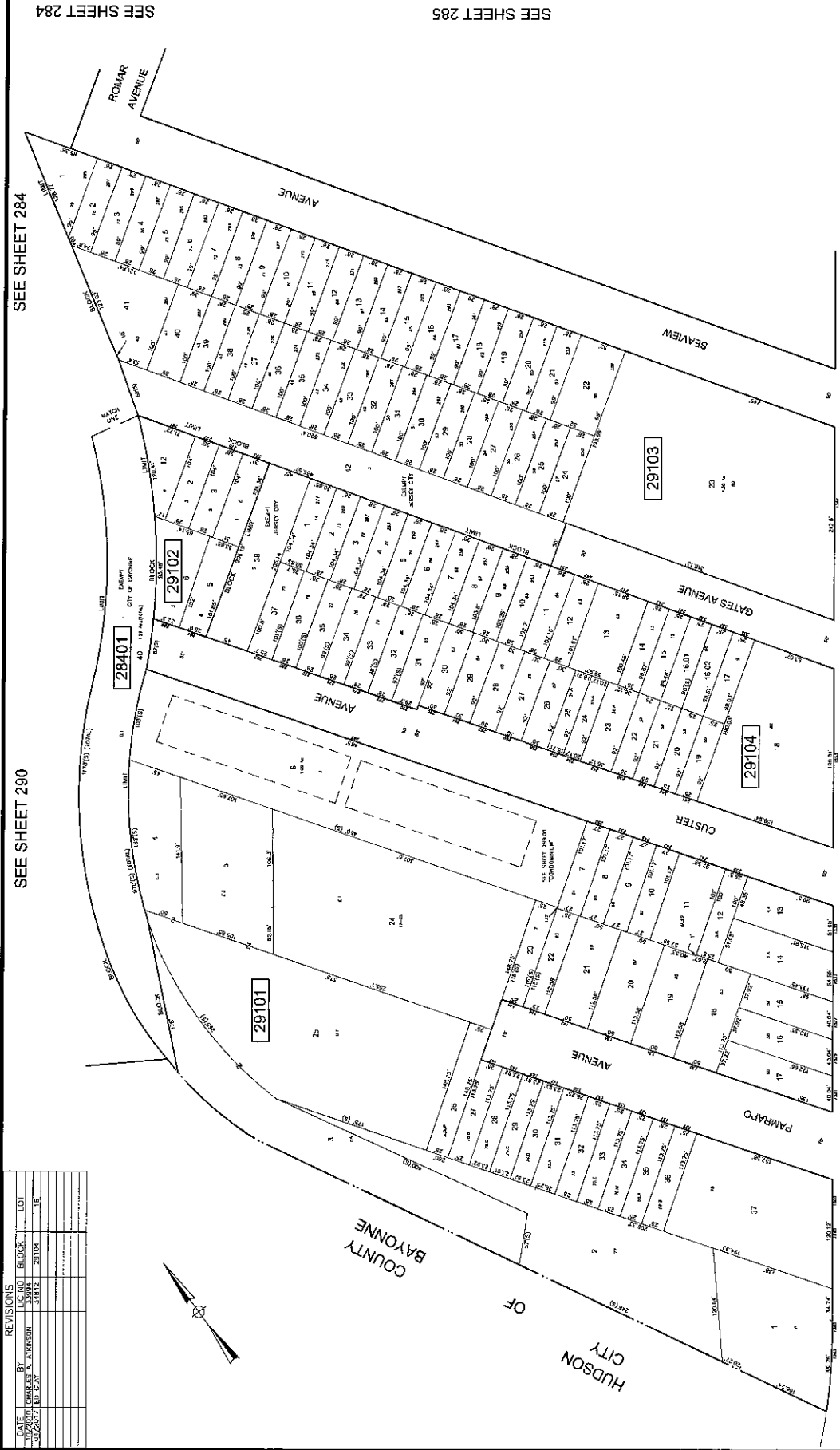
TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 40' AUGUST 2000

RICHARD A. MORALLE, P.E., P.L.S.
T&M ASSOCIATES
11 TINDALL NEW JERSEY 07748

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

REVISIONS			
DATE	BY	REASON	LOT
07/20/17	CHRISTOPHER A. ANDERSON	20104	18
07/20/17	ET. CAY	29104	18



SEE SHEET 284

SEE SHEET 285

SEE SHEET 284

SEE SHEET 290

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

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1"=40' AUGUST, 2008

RICHARD A. MORALLE, P.E., P.L.S.
T&M ASSOCIATES
11 TRINDALL NEW JERSEY 07094

SEE SHEET 290

SEE SHEET 291

SEE SHEET 292

SEE SHEET 293

SEE SHEET 294

SEE SHEET 295

SEE SHEET 296

SEE SHEET 297

SEE SHEET 298

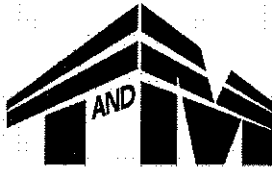
SEE SHEET 299

SEE SHEET 300

SEE SHEET 301

SEE SHEET 302

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YOUR GOALS. OUR MISSION.

JCRAOH-16002

January 16, 2020

Via email

Diana H. Jeffrey, Executive Director
Jersey City Redevelopment Agency
66 York Street Suite 30
Jersey City, NJ 07302

**Re: Proposal for Professional Engineering Services
Country Village Site – Morris Canal Greenway**

Dear Ms. Jeffrey:

T&M Associates is pleased to present this scope of services and fee estimate for the Country Village Site – Morris Canal Greenway Project as outlined in the Request For Proposal issued by your office.

It is our understanding that the Jersey City Redevelopment Agency (JCRA) is seeking Professional Engineering Services to survey, basemap, design, permit and prepare construction bid documents for the Morris Canal Greenway for a stretch of approximately three-quarters of a mile situated to the east of Route 440, northwest of John F. Kennedy Boulevard, and southwest of Danforth Avenue.

Scope of Services

The following is T&M's scope of services for the above-referenced project. Please note, the short time for proposal submittal resulted in our office making assumptions on the scope that are described within the text and in the exclusions section on pages 4 and 5. If any of the exclusions can be quantified, T&M can modify our scope to address the new information:

Task 1 – Field Survey & Basemapping

1. T&M will utilize existing aerial mapping and boundary survey and supplement as needed with additional field survey along the approximately 4,100 l.f. x 55 l.f. corridor and an additional 75' beyond each way.
2. Prior to field survey data collection effort, a crew utilizing GPR (Ground Penetrating Radar) equipment will be dispatched to scan the trail to identify the alignment of the force main as well as other detectable subsurface utilities. These features will be flagged or painted for survey crew to collect.
3. The basemapping service digital deliverable will be a Civil3D based planimetric and topographic basemap created from existing aerial mapping and supplemented with the surveyed data collected along the trail alignment. All points, separated out on layers per the description keys embedded in the Civil3D deliverable drawing. Mapping is likely to be prepared at plan scale of 1"=30' but we will confirm (in case client or PM prefers 1"=20' scale).



Task 2 – Pre-Design Concept Verification

1. T&M will coordinate and attend a project kickoff meeting with the JCRA to review the project scope and schedule. T&M will prepare and distribute meeting minutes.
2. T&M will review the initial preferred trail alignment, alignment crossings and access points with the field survey data collected, site reconnaissance information, and any other relevant data received and prepare a preliminary layout plan for the improvements. In addition, any design constraints/impacts will be identified.
3. A memo of understanding will be prepared identifying the proposed alignment, ADA accessibility, design treatment, roadway crossings, jurisdictional areas of concern, project permitting, reports required, areas of easements needed and access points. This memo of understanding will serve as the basis of the preliminary design. Please note, the memo of understanding will identify any items that substantially change the scope will be identified. If a change of scope is needed, T&M will provide information to JCRA.

Task 3 – Preliminary Design

1. Preliminary Design will commence and will include the following items:
 - a. Horizontal and vertical alignment of the proposed trail
 - b. Typical sections
 - c. Storm water management design as related to porous pavement and grading
 - d. Regulatory signage & striping and wayfinding & gateway signage
 - e. Curb, sidewalk and crosswalk modifications as necessary
 - f. Landscaping design
 - g. Lighting and electrical design and coordination with utility to provide power
 - h. ADA compliance access design
 - i. Potential areas of conflict with infrastructure and other utilities will be identified
 - j. Incorporate any safety features requested by utility companies. The design of these safety features should be provided by the respective utility companies.
2. The design will keep in mind the Jersey City Resiliency Master Plan adopted on June 13, 2017 and Jersey City Adaptation Master Plan adopted on June 13, 2017 as part of our design approach for the Morris Canal Greenway project.
3. A preliminary construction cost estimate and construction schedule will be developed based on the preliminary design.
4. The preliminary design plans and construction cost estimate will be provided to the JCRA for review and comment.
5. T&M will coordinate and attend a preliminary design review meeting with the JCRA to review the preliminary design. T&M will prepare and distribute meeting minutes.



Task 4 – Permitting

1. T&M will identify the tidal Flood Hazard Area within the area of the trail and prepare a permit application to the NJDEP for the approval of the construction of the project. It is anticipated that the Project will only require a General Permit 13 from the NJDEP, which authorizes the construction of a trail up to 10 feet wide, provided the conditions at N.J.A.C. 7:13-9.13 are met. If we are not able to use porous pavement, we will be required to apply for an Individual Permit and provide additional drainage design to address all its requirements. The fee for the Individual Permit and associated design are under ALT-B
2. T&M will coordinate and attend a pre-application meeting with NJDEP and SHPO to review the project and confirm the necessary permitting that may be required to construct the project.
3. T&M will retain a subconsultant, Hunter Research, who will prepare a Phase IA cultural resources survey of the approximately 5-acre project alignment and of the immediately adjacent properties. A Phase IA Cultural Resource Survey Technical Report will be submitted to SHPO for review and approval to construct the project. See 5 below.
4. T&M will prepare and submit an application for Soil Erosion and Sediment Control Certification from the Hudson Essex Passaic Soil Conservation District.
5. Assistance with Regulatory Compliance

The project alignment is located entirely within the Morris Canal Historic District, which is listed in the New Jersey and National Registers of Historic Places. Owing to the Morris Canal being a designated historic resource listed in the New Jersey and National Registers of Historic Places, this restoration project is required to be in compliance with the provisions of the New Jersey Register of Historic Places Act. Given the federal funding is being used, the project is also subject to review under Section 106 of the National Historic Preservation Act. These two reviews are separate but are conducted in parallel channels, with the Federal Agency (The U.S. Environmental Protection Agency) handling Section 106 process paperwork, while the municipality addresses the New Jersey Register of Historic Places Act.

We will assist and guide the project team as the Country Village Site – Morris Canal Greenway Project seeks to meet the historic preservation and cultural resource regulatory requirements of the New Jersey Department of Environmental Protection (specifically the New Jersey Historic Preservation Office [NJHPO]). For project compliance with the New Jersey Register of Historic Places Act, we will prepare on behalf of the project team an Application for Project Authorization to be submitted to the NJHPO for review by this agency and the New Jersey Historic Sites Council. We will also coordinate, as required, with the lead federal agency, to ensure that the Section 106 process is completed in tandem with the New Jersey State Register Act.



Task 5 – Final Design/Construction Plan and Specifications

Upon approval from the JCRA of the preliminary design, T&M will commence final design and preparation of bid documents.

1. T&M will prepare final design documents sufficient for bidding. The following sheets are anticipated:
 - a. Cover Sheet with Key Map;
 - b. Distribution of Quantities;
 - c. General Notes and Legend Sheet;
 - d. Existing Conditions and Removal Plan;
 - e. Construction and Layout Plan;
 - f. Construction Phasing Plan;
 - g. Grading, Drainage and Soil Erosion and Sediment Control Plan;
 - h. Permit plans;
 - i. Trail Profile and Typical Sections;
 - j. Signage and Striping Plan;
 - k. Landscape & Lighting Plan;
 - l. Construction Details Plan;
 - m. Maintenance and Protection of Traffic Plan; and
 - n. Soil Erosion and Sediment Control Notes and Details Sheets.
2. T&M will prepare contract specifications suitable for obtaining construction bids. T&M will provide these contract specifications to the JCRA, and Counsel, to accompany JCRA's general conditions and administrative documents (front end documents) for use in bidding the project. T&M's specifications will be prepared in sufficient detail to clearly describe the work and complexity of the proposed project. The specifications will be based on the State of New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction and all of its current baseline document changes and the Jersey City Standard Administrative sections.
3. The final design plans and construction cost estimate will be provided to the JCRA for review and comment.
4. T&M will coordinate and attend a final design review meeting with the JCRA to review the final design. T&M will prepare and distribute meeting minutes.

Project Schedule

T&M Associates will begin work immediately on this project upon written authorization to proceed and has estimated the following schedule:

Task 1 - Field Survey & Basemapping	1-2 month
Task 2 – Pre -Design Concept Verification	1 month
Task 3 – Preliminary Design	2 months
Task 4 – Permitting (including NJDEP review period of 3 months)	4-6 months



<u>Task 5 – Final Design/Construction Plans & Specs</u>	<u>1 month</u>
	9 -12 months

Fee Schedule

T&M will provide the above-noted services for a not to exceed fee of \$228,321.00 as broken down below and on Attachment #2. This scope of services described above shall be billed monthly.

Task 1 - Field Survey & Basemapping	\$25,000.00
Task 2 – Pre -Design Concept Verification	\$11,800.00
Task 3 – Preliminary Design	\$30,490.00
Task 4 – Permitting	\$33,060.00
Task 5 – Final Design/Construction Plans & Specs	\$31,450.00
ALT- A - Meeting Contingency	\$20,000.00
ALT - B - Stormwater Design & Permitting for non-porous asphalt (if applicable)	\$57,250.00
Total T&M Associates Fee:	\$209,050.00
<u>Task 4A – Cultural Resource Survey Subconsultant -Hunter Research</u>	<u>\$19,271.00</u>
Total Subconsultant Fee (Hunter Research):	\$19,271.00
Total Fee:	\$228,321.00

Exclusions

The following services are specifically excluded from this scope of services and fee estimate:

- It is anticipated that a porous pavement trail will be constructed which will be exempt from the NJDEP Stormwater Management Rules at N.J.A.C. 7:8. Based on conversations with NJDEP Department of Land Use (DLUR) personnel, no calculations or associated design to prove compliance with the groundwater recharge, stormwater runoff quantity, and stormwater runoff quality requirements will be required, provided that the proposed standard porous pavement section is designed per NJDEP requirements. If the NJDEP DLUR requires specific calculations and detailed design and testing to prove conformance with the groundwater recharge, stormwater runoff quantity, and/or stormwater runoff quality requirements at N.J.A.C. 7:8-5.4, as well as associated soil testing. Should porous pavement not be allowed for this project, the fee in line item ALT-B shall be applicable for the soil testing, permitting and design of required stormwater improvements.
- Should the proposed riparian zone impacts exceed the limits noted above, riparian zone mitigation may be required. Should the NJDEP determine that an individual permit is required for this project, a separate scope and fee will be provided to the JCRA.
- Unanticipated revisions to the project that substantially increase or otherwise modify the limits of disturbance associated with the current design that directly impact completion of the Phase IA Cultural Resources Investigation as proposed are considered out of scope. If revisions to the project design result in an increased limit of disturbance, a revised Phase IA scope and fee will be submitted to the JCRA for review and approval.
- Plan and permit application revisions beyond 1 round of comments from the NJDEP.



January 16, 2020

- Other Permits or approvals not specifically listed are out of scope of our proposed services.
- Electrification or extension of utility services from off site are not included in the scope of services. Our design will only include design up to the meter. Design from the meter to the power source will be done by others.
- Bidding service including but not limited to preconstruction walk throughs, RFI reviews, advertising and sale of the bid packets, bid review and recommendation and any other items not specifically identified under the scope of services.
- Construction phase services including RFI reviews, shop drawing reviews, field inspection, payment review and preparation and any other items not specifically identified under our scope of services.
- Grant preparation services.
- Geotechnical Investigation and Design beyond those listed.
- Wildlife, Endangered Species Studies.
- Property Boundary Survey and setting corner markers or monuments.
- Survey of overhead wires (including sag and height of wires).
- Utility mark-out or GPR subsurface feature identification services.
- Setting of property corners defining the limits of the right-of-way.
- Licensed Site Remediation Professional (LSRP) Services.
- Construction stakeout.
- Laboratory testing.
- Permit application fees.

We appreciate this opportunity to submit this scope of services for professional services and we will await your authorization to proceed. In the interim, if you have any questions, please call.

Very truly yours,
T&M ASSOCIATES

for:


ROBERT R. KEADY, JR., PE, CME
VICE PRESIDENT, OPERATIONS MANAGER


NICHOLAS C. ROTONDA, PE, PP, CME
VICE PRESIDENT, CLIENT MANAGER

Attachment

Cc: Victoria Bonners, JCRA - VBonners@icnj.org
Jennifer Taylor, BRS – jtaylor@brsinc.com

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY QUALIFYING THE
WITHIN LAW FIRMS AND AUTHORIZING THE AWARD OF
SPECIAL LEGAL SERVICE CONTRACTS WITH ERIC M.
BERNSTEIN & ASSOCIATES, LLC; GLUCKWALRATH, LLP;
ARCHER & GREINER, PC; KINNEY, LISOVICZ, REILLY &
WOLFF PC; LAW OFFICES OF WANDA CHIN MONAHAN LLC;
McMANIMON, SCOTLAND & BAUMANN, LLC; APRUZZESE,
McDERMOTT, MASTRO & MURPHY, P.C.; AND CASTANO
QUIGLEY, LLC TO PROVIDE PROFESSIONAL LEGAL
SERVICES**

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) is a public body and instrumentality of the City of Jersey City (the “**City**”) operating in accordance with 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, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires the services of firms to provide legal services in connection with certain projects throughout the City (the “**Legal Services**”); and

WHEREAS, in compliance with *N.J.S.A. 19:44A-20.4 et seq.*, on November 18, 2019 the Agency issued a Request For Qualifications (“**RFQ**”) for the Legal Services; and

WHEREAS, the Agency received numerous responses to the RFQ, all of which were reviewed and evaluated by Agency staff; and

WHEREAS, the Agency desires to approve a qualified pool of legal service providers, to include the following firms:

1. Eric M. Bernstein & Associates, LLC of Warren, NJ;
2. GluckWalrath, LLP of Trenton, NJ;
3. Archer & Greiner, PC of Red Bank, NJ;
4. Kinney, Lisovicz, Reilly & Wolff PC of Cherry Hill, NJ;
5. Law Offices of Wanda Chin Monahan LLC of Westfield, NJ;
6. McManimon, Scotland & Baumann, LLC of Roseland, NJ;
7. Apruzzese, McDermott, Mastro & Murphy, P.C. of Warren, NJ; and
8. Castano Quigley, LLC of Fairfield, NJ

WHEREAS, the qualification term will be one (1) year, with fees for the Legal Services varying from project to project as more particularly defined in the RFQ; and

WHEREAS, the Agency wishes to enter into professional services agreements with each of the qualified legal service providers for a term of one (1) year in accordance

with the rates set forth in the respective proposals submitted by each legal service provider, and each contract not to exceed the following amounts:

1. Eric M. Bernstein & Associates, LLC of Warren, NJ – \$50,000
(Contract Number 20-01-DJ01)
2. GluckWalrath, LLP of Trenton, NJ – \$50,000
(Contract Number 20-01-DJ02)
3. Archer & Greiner, PC of Red Bank, NJ – \$50,000
(Contract Number 20-01-DJ03)
4. Kinney, Lisovicz, Reilly & Wolff PC of Cherry Hill, NJ – \$50,000
(Contract Number 20-01-DJ04)
5. Law Offices of Wanda Chin Monahan LLC of Westfield, NJ – \$50,000
(Contract Number 20-01-DJ05)
6. McManimon, Scotland & Baumann, LLC of Roseland, NJ – \$125,000
(Contract Number 20-01-DJ06)
7. Apruzzese, McDermott, Mastro & Murphy, P.C. of Warren, NJ – \$50,000
(Contract Number 20-01-DJ07)
8. Castano Quigley, LLC of Fairfield, NJ – \$50,000
(Contract Number 20-01-DJ08)

WHEREAS, the Agency hereby certifies that funds are or will be available for the purpose of obtaining the Legal Services; and

WHEREAS, the Legal Services are of a professional nature as to come within the purview of the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, as being a contract for rendition of professional services and is therefore exempt from 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 above-listed firms are hereby approved and qualified for one (1) year from the date hereof to enter into professional services agreement(s) with the Agency to provide the Legal Services as identified in the RFQ.

Section 3. The Board of Commissioners hereby authorizes a Professional Services Agreement with McManimon, Scotland & Baumann, LLC for a term of one (1) year, payable at the rates set forth in the proposal submitted by McManimon, Scotland & Baumann, LLC in response to the RFQ, and for a contract amount not to exceed One Hundred and Twenty-Five Thousand Dollars (\$125,000.00).

Section 4. The Board of Commissioners hereby authorizes Professional Services Agreements with Eric M. Bernstein & Associates, LLC; GluckWalrath, LLP; Archer & Greiner, PC; Kinney, Lisovicz, Reilly & Wolff PC; Law Offices of Wanda Chin Monahan LLC; Apruzzese, McDermott, Mastro & Murphy, P.C.; and Castano Quigley, LLC, each for a term of one (1) year, each payable at the rates set forth in their respective proposals submitted in response to the RFQ, and each for a contract amount not to exceed Fifty Thousand Dollars (\$50,000.00).

Section 5. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute the Professional Services Agreements authorized herein and any and all other documents necessary to effectuate this Resolution, in consultation with counsel, and to take all other actions necessary to effectuate this Resolution.

Section 6. 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 January 21, 2020.

<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 Jones	✓			
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 JANUARY 21, 2020**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of January 21, 2020

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of January 21, 2020 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 January 21, 2020

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	✓			
Douglas Carlucci	✓			
Evelyn Jones	✓			
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
JERSEY CITY DEPT. OF PUBLIC WORKS								
JERSEY CITY DEPT. OF PUBLIC WORKS	1/8/2020	1/7/2020	Nov 18 - Dec 19	Fuel Charges for Agency Jeep 0106	\$279.49	\$0.00		\$279.49
			Totals for JERSEY CITY DEPT. OF PUBLIC WORKS:		\$279.49	\$0.00		\$279.49
			GRAND TOTALS:		\$279.49	\$0.00		\$279.49

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 (1/8/2020)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Provident Checking

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
PROGRESSIVE INSURANCE								
PROGRESSIVE INSURANCE	1/2/2020	12/23/2019	04259621-6	Commercial Auto Insurance Bill	\$3,343.00	\$0.00		\$3,343.00
				Totals for PROGRESSIVE INSURANCE:	<u>\$3,343.00</u>	<u>\$0.00</u>		<u>\$3,343.00</u>
				GRAND TOTALS:	\$3,343.00	\$0.00		\$3,343.00

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (1/2/2020)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
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	12/23/2019	12/20/2019	Cash	Replenishment of Petty Cash	\$520.00	\$0.00		\$520.00
				Totals for CASH:	\$520.00	\$0.00		\$520.00
				GRAND TOTALS:	\$520.00	\$0.00		\$520.00

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (12/23/2019)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
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
DIANA JEFFREY								
DIANA JEFFREY	1/21/2020	1/13/2020	Dental	Reimbursement for Dental Expenses	\$148.00	\$0.00		\$148.00
				Totals for DIANA JEFFREY:	<u>\$148.00</u>	<u>\$0.00</u>		<u>\$148.00</u>
				GRAND TOTALS:	\$148.00	\$0.00		\$148.00

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today

Show invoices open as of today

Do not include invoices scheduled to be generated

Calculate discounts as of today

Include all invoice dates

Include all post dates

Include these due dates: Today (1/21/2020)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Provident Checking

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
21 CONTRACTING LLC								
21 CONTRACTING LLC	1/21/2020	1/9/2020	01/09/2020	Clean up: 1054 Garfield Avenue	\$1,400.00	\$0.00		\$1,400.00
21 CONTRACTING LLC	1/21/2020	10/15/2019	10/15/19	Clean Up -174 Newark avenue	\$985.00	\$0.00		\$985.00
21 CONTRACTING LLC	1/21/2020	12/10/2019	12/10/19	Clean up - 1054 Garfield Avenue	\$800.00	\$0.00		\$800.00
21 CONTRACTING LLC	1/21/2020	11/28/2019	11/28/19	Porta Potties -BLP	\$2,000.00	\$0.00		\$2,000.00
21 CONTRACTING LLC	1/21/2020	10/25/2019	10/25/19	Porta Potties - BLP	\$2,000.00	\$0.00		\$2,000.00
21 CONTRACTING LLC	1/21/2020	10/19/2019	10/19/19	Clean Up: 284 MLK Dr.	\$685.00	\$0.00		\$685.00
				Totals for 21 CONTRACTING LLC:	\$7,870.00	\$0.00		\$7,870.00
66 YORK STREET, LLC								
66 YORK STREET, LLC	1/21/2020	1/13/2020	Rent 01/20	Rent for 66 York 02/2020	\$9,924.00	\$0.00		\$9,924.00
66 YORK STREET, LLC	1/21/2020	1/13/2020	02/2020 MOperating	Monthly Operating 02/20	\$250.00	\$0.00		\$250.00
66 YORK STREET, LLC	1/21/2020	1/13/2020	02/2020 Electric	Electric Utility - 66 York	\$648.52	\$0.00		\$648.52
				Totals for 66 YORK STREET, LLC:	\$10,822.52	\$0.00		\$10,822.52
ADMIRAL INSURANCE COMPANY								
ADMIRAL INSURANCE COMPANY	1/21/2020	9/1/2019	A00000030729-0000	Deductible - Samantha Sloan	\$691.00	\$0.00		\$691.00
ADMIRAL INSURANCE COMPANY	1/21/2020	8/31/2019	A00000027488-0000	Deductible - Unique Inspiration	\$249.60	\$0.00		\$249.60
				Totals for ADMIRAL INSURANCE COMPANY:	\$940.60	\$0.00		\$940.60
ADVANCED SCAFFOLD SERVICES LLC								
ADVANCED SCAFFOLD SERVICES LLC	1/21/2020	1/9/2020	Application # 18	Professional Services: Maintenance HDSB	\$2,550.00	\$0.00		\$2,550.00
				Totals for ADVANCED SCAFFOLD SERVICES LLC:	\$2,550.00	\$0.00		\$2,550.00
AFLAC								
AFLAC	1/21/2020	1/13/2020	01/13/2020	Employee deductions PPR 02/20	\$565.44	\$0.00		\$565.44
				Totals for AFLAC:	\$565.44	\$0.00		\$565.44
ALAIMO GROUP								
ALAIMO GROUP	1/21/2020	10/31/2019	113101	Engineering Services - Greenway/10/31/19	\$380.00	\$0.00		\$380.00
				Totals for ALAIMO GROUP:	\$380.00	\$0.00		\$380.00
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	1/21/2020	12/10/2019	4173858	Professional Services: General Representation	\$1,435.00	\$0.00		\$1,435.00
ARCHER & GREINER, P.C.	1/21/2020	12/9/2019	4173060	Professional Services: 61-63 Sip Avenue	\$17,063.41	\$0.00		\$17,063.41
ARCHER & GREINER, P.C.	1/21/2020	12/9/2019	4173069	Professional Services: 326-328 Johnson Avenue	\$1,265.00	\$0.00		\$1,265.00
ARCHER & GREINER, P.C.	1/21/2020	12/9/2019	4173072	Professional Services: 342 Johnston Avenue	\$2,172.64	\$0.00		\$2,172.64
ARCHER & GREINER, P.C.	1/21/2020	12/9/2019	4173068	Professional Services: 306 Johnston Avenue	\$1,430.00	\$0.00		\$1,430.00
ARCHER & GREINER, P.C.	1/21/2020	12/9/2019	4173056	Professional Services: Ash St	\$4,867.50	\$0.00		\$4,867.50
ARCHER & GREINER, P.C.	1/21/2020	12/9/2019	4173057	Professional Services: 199 Woodward	\$1,699.79	\$0.00		\$1,699.79
				Totals for ARCHER & GREINER, P.C.:	\$29,933.34	\$0.00		\$29,933.34
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	1/21/2020	12/4/2019	4522	BPA Cleanup Grant Preparation	\$3,500.00	\$0.00		\$3,500.00
BROWNFIELD REDEVELOPMENT S	1/21/2020	12/4/2019	4371	BPA Coop Agreement	\$1,100.00	\$0.00		\$1,100.00
BROWNFIELD REDEVELOPMENT S	1/21/2020	12/31/2019	4555	Performance 408-420 Communitylaw Avenue	\$33,896.76	\$0.00		\$33,896.76

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
BROWNFIELD REDEVELOPMENT S	1/21/2020	12/31/2019	4578	Oversight & Grant Management - EPA	\$272.30	\$0.00		\$272.30
BROWNFIELD REDEVELOPMENT S	1/21/2020	12/31/2019	4579	Oversight & Grant Management - EPA	\$248.55	\$0.00		\$248.55
BROWNFIELD REDEVELOPMENT S	1/21/2020	12/31/2019	4577	Oversight & Grant Management - EPA	\$245.00	\$0.00		\$245.00
BROWNFIELD REDEVELOPMENT S	1/21/2020	12/24/2019	4539	Oversight & Grant Management - EPA	\$862.50	\$0.00		\$862.50
BROWNFIELD REDEVELOPMENT S	1/21/2020	12/24/2019	4540	Oversight & Grant Management - EPA	\$785.00	\$0.00		\$785.00
BROWNFIELD REDEVELOPMENT S	1/21/2020	12/24/2019	4541	Oversight & Grant Management - EPA	\$1,733.75	\$0.00		\$1,733.75
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS:	\$42,643.86	\$0.00		\$42,643.86
BROWNFIELD SCIENCE & TECHNOLOGY								
BROWNFIELD SCIENCE & TECHNO	1/21/2020	11/30/2019	764-10.19	Ocean & Dwight Ground Water RI	\$1,384.76	\$0.00		\$1,384.76
				Totals for BROWNFIELD SCIENCE & TECHNOLOGY:	\$1,384.76	\$0.00		\$1,384.76
CASH								
CASH	1/21/2020	1/14/2020	Petty Cash	Replenishment Petty Cash	\$575.00	\$0.00		\$575.00
				Totals for CASH:	\$575.00	\$0.00		\$575.00
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	1/21/2020	1/17/2020	12/20 Travel Reimbur	Travel and meeting / Board of Comm	\$387.56	\$0.00		\$387.56
				Totals for CHRISTOPHER FIORE:	\$387.56	\$0.00		\$387.56
CME ASSOCIATES								
CME ASSOCIATES	1/21/2020	12/29/2019	0253321	Professional Services: Red. Investigation	\$89.00	\$0.00		\$89.00
CME ASSOCIATES	1/21/2020	11/26/2019	0251772	Professional Services: Condomnation Study	\$3,407.50	\$0.00		\$3,407.50
CME ASSOCIATES	1/21/2020	12/12/2019	0252842	Professional Services: BLP	\$4,874.50	\$0.00		\$4,874.50
CME ASSOCIATES	1/21/2020	12/12/2019	0252843	Professional Services: BLP	\$4,245.00	\$0.00		\$4,245.00
				Totals for CME ASSOCIATES:	\$12,616.00	\$0.00		\$12,616.00
COMCAST								
COMCAST	1/21/2020	1/5/2020	8499053543697336 0	Business Cable - 25 Journal Sq.	\$150.95	\$0.00		\$150.95
COMCAST	1/21/2020	12/16/2019	8499053543248876 1	Business Internet - 665 Ocean Avenue	\$196.64	\$0.00		\$196.64
COMCAST	1/21/2020	12/28/2019	8499053543345680	Business Cable - 66 York St	\$153.78	\$0.00		\$153.78
				Totals for COMCAST:	\$501.37	\$0.00		\$501.37
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	1/21/2020	1/14/2020	01/14/2020	Monthly Maintenance	\$154.04	\$0.00		\$154.04
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	\$154.04	\$0.00		\$154.04
DAVISON, EASTMAN & MUNOZ, PA								
DAVISON, EASTMAN & MUNOZ, PA	1/21/2020	1/6/2020	372846	Professional Services: Barnabas Health	\$13.95	\$0.00		\$13.95
				Totals for DAVISON, EASTMAN & MUNOZ, PA:	\$13.95	\$0.00		\$13.95
DIANA JEFFREY								
DIANA JEFFREY	1/21/2020	1/17/2020	Travel Reimbur	Travel Reimbursement - January	\$15.07	\$0.00		\$15.07
				Totals for DIANA JEFFREY:	\$15.07	\$0.00		\$15.07
DRESDNER ROBIN ENVIRON MGMT								
DRESDNER ROBIN ENVIRON MGMT	1/21/2020	12/13/2019	15129	Environmental Svcs - BLP	\$4,073.75	\$0.00		\$4,073.75

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
DRESDNER ROBIN ENVIRON MGM	1/21/2020	7/12/2019	14264	Professional Services: BLP	\$720.00	\$0.00		\$720.00
				Totals for DRESDNER ROBIN ENVIRON MGM:	\$4,793.75	\$0.00		\$4,793.75
ELIZABETH VASQUEZ								
ELIZABETH VASQUEZ	1/21/2020	1/14/2020	01/14/2020	Travel Reimbursement	\$60.00	\$0.00		\$60.00
				Totals for ELIZABETH VASQUEZ:	\$60.00	\$0.00		\$60.00
EVENING JOURNAL ASSOCIATION								
EVENING JOURNAL ASSOCIATION	1/21/2020	12/31/2019	Acct# 1147810	Public Notices	\$489.05	\$0.00		\$489.05
				Totals for EVENING JOURNAL ASSOCIATION:	\$489.05	\$0.00		\$489.05
FERRAIOLI, WIELKOTZ, CERULLO & CUVA								
FERRAIOLI, WIELKOTZ, CERULLO & 1/21/2020	12/20/2019	12201		Professional Services: 11/12/19	\$1,200.00	\$0.00		\$1,200.00
FERRAIOLI, WIELKOTZ, CERULLO & 1/21/2020	12/21/2019	120201		Professional Services: Bills for 12/2019	\$7,500.00	\$0.00		\$7,500.00
				Totals for FERRAIOLI, WIELKOTZ, CERULLO & CUVA:	\$8,700.00	\$0.00		\$8,700.00
Garden State Episcopal Community Development Corporation								
Garden State Episcopal Community Dev	1/21/2020	1/10/2020	01/10/2020	Refund - 182 Claremont Avenue	\$20,000.00	\$0.00		\$20,000.00
				Totals for Garden State Episcopal Community Development Corporation:	\$20,000.00	\$0.00		\$20,000.00
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	1/21/2020	12/2/2019	42737	Legal Services: 92-94 Stegman St.	\$55.00	\$0.00		\$55.00
GLUCK WALRATH LLP	1/21/2020	12/2/2019	42734	Legal Services: 248 Grove	\$845.94	\$0.00		\$845.94
GLUCK WALRATH LLP	1/21/2020	12/2/2019	42735	Legal Services: 98 Myrtle Avenue JC	\$2,640.00	\$0.00		\$2,640.00
GLUCK WALRATH LLP	1/21/2020	12/2/2019	42736	Legal Services: 182 Claremont	\$1,135.24	\$0.00		\$1,135.24
GLUCK WALRATH LLP	1/21/2020	1/3/2020	42911	Legal Services: 9 Myrtle Avenue	\$55.00	\$0.00		\$55.00
GLUCK WALRATH LLP	1/21/2020	1/3/2020	42908	Legal Services: 182 Claremont	\$330.00	\$0.00		\$330.00
GLUCK WALRATH LLP	1/21/2020	12/2/2019	42742	Legal Services: 405-407 Ocean Avenue	\$907.50	\$0.00		\$907.50
GLUCK WALRATH LLP	1/21/2020	1/3/2020	42906	Legal Services: 248 Grove St.	\$852.50	\$0.00		\$852.50
GLUCK WALRATH LLP	1/21/2020	1/3/2020	42907	Legal Services: 98 Myrtle Avenue	\$2,715.49	\$0.00		\$2,715.49
GLUCK WALRATH LLP	1/21/2020	12/2/2019	42741	Legal Services: 9 Myrtle Avenue	\$2,013.08	\$0.00		\$2,013.08
GLUCK WALRATH LLP	1/21/2020	12/2/2019	42740	Legal Services - Cara Squared LLC	\$880.00	\$0.00		\$880.00
GLUCK WALRATH LLP	1/21/2020	1/3/2020	42909	Legal Services: Jai Baijrangei	\$157.50	\$0.00		\$157.50
GLUCK WALRATH LLP	1/21/2020	1/3/2020	42910	Legal Services: Cara Squared, LLC	\$275.00	\$0.00		\$275.00
GLUCK WALRATH LLP	1/21/2020	12/2/2019	42739	Legal Services: Jai Baijrangei Invest	\$995.00	\$0.00		\$995.00
GLUCK WALRATH LLP	1/21/2020	12/2/2019	42738	Legal Services: 97-99 Dwight St.	\$55.00	\$0.00		\$55.00
				Totals for GLUCK WALRATH LLP:	\$13,512.25	\$0.00		\$13,512.25
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	1/21/2020	6/17/2019	Batch # 1509710	Discharge of Mortgage -251 Cornelison	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	1/21/2020	6/17/2019	Batch # 1509729	Discharge of Mortgage - 147 Grant Avenue	\$28.00	\$0.00		\$28.00
HUDSON COUNTY REGISTER	1/21/2020	6/17/2019	Batch # 1509724	Discharge of Mortgage 327 Comm	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	1/21/2020	6/17/2019	Batch # 1509710	Discharge of mortgage- 98 Myrtle Avenue	\$33.00	\$0.00		\$33.00
				Totals for HUDSON COUNTY REGISTER:	\$127.00	\$0.00		\$127.00

JC MUNICIPAL UTILITIES AUTHORI

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JC MUNICIPAL UTILITIES AUTHORITY	1/21/2020	12/18/2019	Meter # 56258092	Water Charges - 25 JSQ	\$195.51	\$0.00		\$195.51
JC MUNICIPAL UTILITIES AUTHORITY	1/21/2020	12/18/2019	Meter # 77783801	Water charges - 665 Ocean Avenue	\$147.80	\$0.00		\$147.80
Totals for JC MUNICIPAL UTILITIES AUTHORITY:					\$343.31	\$0.00		\$343.31
JOHNSTON COMMUNICATIONS	1/21/2020	1/10/2020	50257	New Jersey Labor 11/12/19	\$1,050.00	\$0.00		\$1,050.00
Totals for JOHNSTON COMMUNICATIONS:					\$1,050.00	\$0.00		\$1,050.00
KINNEY LISOVICZ REILLY & WOLFF PC	1/21/2020	12/5/2019	14635	Legal Services: JCRA vs The Crazy Greek	\$3,915.17	\$0.00		\$3,915.17
KINNEY LISOVICZ REILLY & WOLFF	1/21/2020	12/5/2019	14634	Legal Services: Employee Issues	\$105.00	\$0.00		\$105.00
Totals for KINNEY LISOVICZ REILLY & WOLFF PC:					\$4,020.17	\$0.00		\$4,020.17
LABRON COLLINS	1/21/2020	1/10/2020	01/10/2020 Reimburs	Dental Reimbursement	\$152.50	\$0.00		\$152.50
LABRON COLLINS	1/21/2020	1/10/2020	01/10/2020 Reimburs	Dental Reimbursement	\$152.50	\$0.00		\$152.50
Totals for LABRON COLLINS:					\$305.00	\$0.00		\$305.00
LM PLAZA 4A PARKING LLC	1/21/2020	1/13/2020	3619	Monthly Parking Outstanding bal	\$4,173.92	\$0.00		\$4,173.92
LM PLAZA 4A PARKING LLC	1/21/2020	1/14/2020	3619 Outstanding	Monthly Parking Outstanding	\$20.87	\$0.00		\$20.87
Totals for LM PLAZA 4A PARKING LLC:					\$4,194.79	\$0.00		\$4,194.79
MARIA E. AGUILAR-AMBROSSI	1/21/2020	1/10/2020	01/10/2020 Reimburs	Dental Reimbursement	\$65.00	\$0.00		\$65.00
Totals for MARIA E. AGUILAR-AMBROSSI:					\$65.00	\$0.00		\$65.00
MARYPAT NOONAN	1/21/2020	1/15/2020	Reimb. Dental	Reimbursement for Dental	\$193.00	\$0.00		\$193.00
Totals for MARYPAT NOONAN:					\$193.00	\$0.00		\$193.00
MCMANIMON, SCOTLAND & BAUMANN, LLC	1/21/2020	11/29/2019	167293	Legal Services: TB Port Liberte, LLC.	\$2,497.00	\$0.00		\$2,497.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167294	Legal Services: Toll NJ I	\$2,010.00	\$0.00		\$2,010.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167297	Legal Services: 342 Johnston Avenue	\$507.50	\$0.00		\$507.50
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167298	Legal Services: 417 Communipaw	\$280.00	\$0.00		\$280.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	10/29/2019	166390	Legal Services: Eden Wood	\$360.00	\$0.00		\$360.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	1/1/2019	156613	Legal Services: Harinus Cove	\$385.00	\$0.00		\$385.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	1/1/2019	153156	Legal Services: China Construction	\$591.00	\$0.00		\$591.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	10/29/2019	166396	Legal Services: HCCC	\$490.00	\$0.00		\$490.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167258	Legal Services: Jersey Avenue Starco	\$1,980.00	\$0.00		\$1,980.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167256	Legal Services: West Campus Claremont 2	\$1,230.00	\$0.00		\$1,230.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167252	Legal Services: 125 Monitor St.	\$3,060.00	\$0.00		\$3,060.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167295	Legal Services: Coles St.	\$1,830.00	\$0.00		\$1,830.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167292	Legal Services: Coles St.	\$6,042.04	\$0.00		\$6,042.04
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167265	Legal Services: Nardar-Central Avenue	\$270.00	\$0.00		\$270.00

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MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167296	Legal Services: 360 9 St.	\$3,537.20	\$0.00		\$3,537.20
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167264	Legal Services: Nandar-Homestead	\$810.00	\$0.00		\$810.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167250	Legal Services: Loews Theatre Matter	\$531.20	\$0.00		\$531.20
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167279	Legal Services: St. Lucy's	\$1,080.00	\$0.00		\$1,080.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167253	Legal Services: 101 Newkirk	\$870.00	\$0.00		\$870.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167285	Legal Services: 284 MLK Drive	\$950.50	\$0.00		\$950.50
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167280	Legal Services: 25 Clinton Avenue	\$4,680.00	\$0.00		\$4,680.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167277	Legal Services: Novus Equities-461 Communi	\$210.00	\$0.00		\$210.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167263	Legal Services: Tonelle Avenue	\$1,020.00	\$0.00		\$1,020.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167255	Legal Services: 25 Pathside	\$1,540.00	\$0.00		\$1,540.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167251	Legal Services: BLP	\$2,450.00	\$0.00		\$2,450.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167283	Legal Services: General Counsel	\$8,672.50	\$0.00		\$8,672.50
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167276	Legal Services: Procurement	\$892.50	\$0.00		\$892.50
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167281	Legal Services: Port Jersey Second Lead Trac	\$2,257.32	\$0.00		\$2,257.32
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167287	Legal Services: 8 Erie St.	\$2,560.20	\$0.00		\$2,560.20
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167288	Legal Services: HCST Betz	\$610.56	\$0.00		\$610.56
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167290	Legal Services: Village Townhouse	\$1,505.00	\$0.00		\$1,505.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167272	Legal Services: Newark Avenue	\$2,495.00	\$0.00		\$2,495.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167291	Legal Services: 374 Communipaw	\$2,294.20	\$0.00		\$2,294.20
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167274	Legal Services: 400 7 TH Avenue	\$560.00	\$0.00		\$560.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167273	Legal Services: 400 7th Avenue	\$227.50	\$0.00		\$227.50
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167271	Legal Services: 184 Morgan	\$390.00	\$0.00		\$390.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167269	Legal Services: One Journal	\$5,063.05	\$0.00		\$5,063.05
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167267	Legal Services: Hampshire / Boraic	\$14,884.96	\$0.00		\$14,884.96
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167268	Legal Services: 292 MLK Project	\$577.50	\$0.00		\$577.50
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167579	Legal Services: Cotes Street	\$1,572.86	\$0.00		\$1,572.86
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167549	Legal Services: G&S Forest City	\$1,170.00	\$0.00		\$1,170.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167282	Legal Services: Marion Greenway matter	\$385.00	\$0.00		\$385.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167260	Legal Services: 405-407 Ocean Avenue	\$315.00	\$0.00		\$315.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167578	Legal Services: Cotes St.	\$2,943.97	\$0.00		\$2,943.97
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167564	Legal Services: One Journal	\$1,277.50	\$0.00		\$1,277.50
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167560	Legal Services: Power Plant	\$529.54	\$0.00		\$529.54
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167557	Legal Services: Jersey Avenue	\$510.00	\$0.00		\$510.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167556	Legal Services: West Campus - KKF 1	\$210.00	\$0.00		\$210.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167555	Legal Services: West Campus 2	\$1,009.57	\$0.00		\$1,009.57
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167554	Legal Services: 25 Pathside	\$1,504.00	\$0.00		\$1,504.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167552	Legal Services: 125 Monitor	\$570.00	\$0.00		\$570.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167550	Legal Services: West Campus	\$390.00	\$0.00		\$390.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167581	Legal Services: 360 9Th st.	\$330.00	\$0.00		\$330.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167577	Legal Services: 417 Communipaw	\$1,282.30	\$0.00		\$1,282.30
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167583	Legal Services: 417 Communipaw	\$350.00	\$0.00		\$350.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167551	Legal Services: BLP	\$3,092.19	\$0.00		\$3,092.19
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167563	Legal Services: Hampshire	\$11,131.15	\$0.00		\$11,131.15
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167568	Legal Services: St. Lucy's	\$2,880.00	\$0.00		\$2,880.00
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167259	Legal Services: TRFDP Jackson Green	\$192.50	\$0.00		\$192.50

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MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167565	Legal Services: 184 Morgan	\$2,010.00	\$0.00		\$2,010.00
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167575	Legal Services: HCST Betz	\$1,440.51	\$0.00		\$1,440.51
MCNAMINON, SCOTLAND & BAU	1/21/2020	11/29/2019	167278	Legal Services: 30 Journal Square	\$930.00	\$0.00		\$930.00
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167572	Legal Services: General Counsel	\$9,045.89	\$0.00		\$9,045.89
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167569	Legal Services: 25 Clinton Avenue	\$1,020.00	\$0.00		\$1,020.00
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167567	Legal Services: Novus Equity	\$300.00	\$0.00		\$300.00
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167571	Legal Services: Marion Greenway	\$472.50	\$0.00		\$472.50
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167574	Legal Services: 8 Erie	\$1,557.50	\$0.00		\$1,557.50
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167576	Legal Services: Village Townhouse	\$402.50	\$0.00		\$402.50
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167562	Legal Services: 665 Ocean	\$858.53	\$0.00		\$858.53
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167559	Legal Services: Ocean MILK	\$240.00	\$0.00		\$240.00
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167558	Legal Services: TRDP Jackson Green	\$1,297.60	\$0.00		\$1,297.60
MCNAMINON, SCOTLAND & BAU	1/21/2020	11/29/2019	167270	Legal Services: Wallabout Realty	\$870.00	\$0.00		\$870.00
MCNAMINON, SCOTLAND & BAU	1/21/2020	11/29/2019	167284	Legal Services: Liberty Harbor North	\$810.00	\$0.00		\$810.00
MCNAMINON, SCOTLAND & BAU	1/21/2020	11/29/2019	167275	Legal Services: 25 Edge Avenue	\$892.50	\$0.00		\$892.50
MCNAMINON, SCOTLAND & BAU	1/21/2020	11/29/2019	167266	Legal Services: 665 Ocean	\$1,505.00	\$0.00		\$1,505.00
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167553	Legal Services: One Journal	\$510.00	\$0.00		\$510.00
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167570	Legal Services: Port Jersey	\$1,277.50	\$0.00		\$1,277.50
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167573	Legal Services: Liberty Harbor TRAMZ - Fis	\$330.00	\$0.00		\$330.00
MCNAMINON, SCOTLAND & BAU	1/21/2020	12/19/2019	167580	Legal Services: HCCC Redevelopment	\$402.50	\$0.00		\$402.50
Totals for MCNAMINON, SCOTLAND & BAUMANN, LLC:					\$140,019.84	\$0.00		\$140,019.84
METLIFE								
METLIFE	1/21/2020	1/16/2020	02/2020	Employee deferred salary 02/20	\$450.00	\$0.00		\$450.00
METLIFE	1/21/2020	1/16/2020	02/2020	Employee deferred salary 02/20	\$450.00	\$0.00		\$450.00
Totals for METLIFE:					\$900.00	\$0.00		\$900.00
MOISHE'S MOVING SYSTEMS								
MOISHE'S MOVING SYSTEMS	1/21/2020	1/13/2020	01/13/2020	Storage Space - Dey St.	\$700.00	\$0.00		\$700.00
Totals for MOISHE'S MOVING SYSTEMS:					\$700.00	\$0.00		\$700.00
NELCO								
NELCO	1/21/2020	1/14/2020	7942977	W-2 4Up Quad Dbl Win Envelope	\$102.15	\$0.00		\$102.15
Totals for NELCO:					\$102.15	\$0.00		\$102.15
NJ ADVANCE MEDIA, LLC								
NJ ADVANCE MEDIA, LLC	1/21/2020	12/31/2019	0009438193	Star Ledger 12/31/19	\$355.00	\$0.00		\$355.00
Totals for NJ ADVANCE MEDIA, LLC:					\$355.00	\$0.00		\$355.00
PHILLIPS,PREISS GRYGIEL, LLC								
PHILLIPS,PREISS GRYGIEL, LLC	1/21/2020	11/30/2019	30021	Research Work - 125	\$3,406.25	\$0.00		\$3,406.25
Totals for PHILLIPS,PREISS GRYGIEL, LLC:					\$3,406.25	\$0.00		\$3,406.25
PITNEY BOWES CREDIT CORPORATION								
PITNEY BOWES CREDIT CORPORATION	1/21/2020	12/17/2019	1014253590	Leasing Charges	\$126.00	\$0.00		\$126.00
Totals for PITNEY BOWES CREDIT CORPORATION:					\$126.00	\$0.00		\$126.00

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POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	1/21/2020	12/5/2019	17,597,11	Environmental Serv: 125 Monitor St.	\$4,110.00	\$0.00		\$4,110.00
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$4,110.00	\$0.00		\$4,110.00
Progressive Business								
Progressive Business	1/21/2020	12/18/2019	063333353	24 Newsletters issues/12 months	\$295.00	\$0.00		\$295.00
				Totals for Progressive Business:	\$295.00	\$0.00		\$295.00
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	1/21/2020	1/15/2020	601110006095467 Ac	Office Supplies: Various	\$423.67	\$0.00		\$423.67
				Totals for STAPLES CREDIT PLAN:	\$423.67	\$0.00		\$423.67
The Law Offices of Wanda Chin Monahan, LLC								
The Law Offices of Wanda Chin Monahan	1/21/2020	1/3/2020	889	Legal Services: PSE&G	\$875.00	\$0.00		\$875.00
The Law Offices of Wanda Chin Monahan	1/21/2020	12/13/2019	869	Legal Services: PSE&G	\$509.50	\$0.00		\$509.50
				Totals for The Law Offices of Wanda Chin Monahan, LLC:	\$1,384.50	\$0.00		\$1,384.50
THOMSON REUTERS WEST								
THOMSON REUTERS WEST	1/21/2020	12/4/2019	841474097	Subscription Product charges	\$238.00	\$0.00		\$238.00
				Totals for THOMSON REUTERS WEST:	\$238.00	\$0.00		\$238.00
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	1/21/2020	1/7/2020	5008744423	Monthly Lease	\$705.13	\$0.00		\$705.13
				Totals for TOSHIBA FINANCIAL SERVICES:	\$705.13	\$0.00		\$705.13
TREASURER - STATE OF NEW JERSEY								
TREASURER - STATE OF NEW JER	1/21/2020	12/26/2019	192114410	Annual Site Remediation Fee - BLP	\$880.00	\$0.00		\$880.00
				Totals for TREASURER - STATE OF NEW JERSEY:	\$880.00	\$0.00		\$880.00
TSIVICOS ENTERPRISES, INC.								
TSIVICOS ENTERPRISES, INC.	1/21/2020	1/10/2020	Application # 3	BLP Project Phasee VI	\$17,248.00	\$0.00		\$17,248.00
				Totals for TSIVICOS ENTERPRISES, INC.:	\$17,248.00	\$0.00		\$17,248.00
TWIN ROCKS SPRING WATER								
TWIN ROCKS SPRING WATER	1/21/2020	12/30/2019	5634365	Water - 66 York	\$106.00	\$0.00		\$106.00
				Totals for TWIN ROCKS SPRING WATER:	\$106.00	\$0.00		\$106.00
United Site Services								
United Site Services	1/21/2020	1/13/2020	0005785186	Restroom Services	\$2,572.71	\$0.00		\$2,572.71
				Totals for United Site Services:	\$2,572.71	\$0.00		\$2,572.71
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	1/21/2020	1/9/2020	01/09/2020	Case Property Management 12/19	\$4,791.67	\$0.00		\$4,791.67
UNITED WAY OF HUDSON COUNT	1/21/2020	12/18/2019	12/18/19	Case Property Management 11/19	\$4,791.67	\$0.00		\$4,791.67
				Totals for UNITED WAY OF HUDSON COUNTY:	\$9,583.34	\$0.00		\$9,583.34
VERIZON								

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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
VERIZON	1/21/2020	12/23/2019	9844949845	Telephone Expenses	\$311.60	\$0.00		\$311.60
				Totals for VERIZON:	\$311.60	\$0.00		\$311.60
Wielkottz & Company, LLC.	1/21/2020	1/6/2020	10620	Accounting Services: 12/2019	\$7,500.00	\$0.00		\$7,500.00
Wielkottz & Company, LLC.				Totals for Wielkottz & Company, LLC.:	\$7,500.00	\$0.00		\$7,500.00
WORKZONE, LLC	1/21/2020	1/2/2020	34054	Workzone License and Hosting Fee	\$900.00	\$0.00		\$900.00
				Totals for WORKZONE, LLC:	\$900.00	\$0.00		\$900.00
XEROX CORPORATION	1/21/2020	1/15/2020	Meter Usage	Printer 01/04/2020	\$216.31	\$0.00		\$216.31
				Totals for XEROX CORPORATION:	\$216.31	\$0.00		\$216.31
ZUCCARO, INC.	1/21/2020	12/11/2019	20200033	Snow Removal 12/11/19	\$4,275.00	\$0.00		\$4,275.00
ZUCCARO, INC.	1/21/2020	12/17/2019	20200034	Snow Removal 12/17/19	\$4,275.00	\$0.00		\$4,275.00
ZUCCARO, INC.	1/21/2020	12/18/2019	20200035	Snow Removal 12/18/19	\$4,275.00	\$0.00		\$4,275.00
				Totals for ZUCCARO, INC.:	\$12,825.00	\$0.00		\$12,825.00
GRAND TOTALS:					\$374,115.33	\$0.00		\$374,115.33

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 (1/21/2020)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
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
CME ASSOCIATES								
CME ASSOCIATES	1/21/2020	12/12/2019	0252744	Professional Services: Bayfront	\$26,089.75	\$0.00		\$26,089.75
				Totals for CME ASSOCIATES:	<u>\$26,089.75</u>	<u>\$0.00</u>		<u>\$26,089.75</u>
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	1/21/2020	11/29/2019	167262	Legal Services: Bayfront/Honeywell	\$19,030.63	\$0.00		\$19,030.63
MCMANIMON, SCOTLAND & BAU	1/21/2020	12/19/2019	167561	Legal Services: Bayfront/Honeywell	\$8,054.95	\$0.00		\$8,054.95
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	<u>\$27,085.58</u>	<u>\$0.00</u>		<u>\$27,085.58</u>
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	1/21/2020	11/30/2019	26205	Financial Advisor Services - Bayfront	\$2,865.00	\$0.00		\$2,865.00
NW FINANCIAL GROUP, LLC	1/21/2020	10/31/2019	26036	Financial Advisor Services - Bayfront	\$5,900.00	\$0.00		\$5,900.00
				Totals for NW FINANCIAL GROUP, LLC:	<u>\$8,765.00</u>	<u>\$0.00</u>		<u>\$8,765.00</u>
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMEN	1/21/2020	12/10/2019	19,627.5	Environmental Services - Bayfront	\$2,220.00	\$0.00		\$2,220.00
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	<u>\$2,220.00</u>	<u>\$0.00</u>		<u>\$2,220.00</u>
				GRAND TOTALS:	<u>\$64,160.33</u>	<u>\$0.00</u>		<u>\$64,160.33</u>

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: Today (1/21/2020)

Include all Post Statuses

Include all Invoices

Include all Vendors

Include these Banks: Investors - Bayfront

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
JANUARY 21, 2020**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of January 21, 2020

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of January 21, 2020 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 January 21, 2020

<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 Jones	✓			
Erma D. Greene	✓			
Darwin R. Ona	✓			
Denise Ridley				✓
Daniel Rivera				✓