RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF THE REGULAR REMOTE PUBLIC MEETING OF JANUARY 19, 2021

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment

Agency have received copies of the Minutes from the Regular Remote Public Meetings

for their review and approval.

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

Secretary Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated February 23, 2021

RECORD OF COMMISSIONERS VOTE						
NAME	AYE	NAY	ABSTAIN	ABSENT		
Donald R. Brown				/		
Douglas Carlucci	1					
Evelyn Jones	1					
Erma D. Greene				/		
Darwin R. Ona	1					
Denise Ridley	/					
Daniel Rivera	1					

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE MINUTES OF EXECUTIVE SESSION OF THE REGULAR REMOTE PUBLIC MEETING JANUARY 19, 2021

WHEREAS, the Board of Commissioners approved going into closed session at their meeting of January 19, 2021; 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 January 19, 2021 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 February 23, 2021

RECORD OF COMMISSIONERS VOTE							
NAME	AYE	<u>NAY</u>	<u>ABSTAIN</u>	ABSENT			
Donald R. Brown							
Douglas Carlucci	1						
Evelyn Jones	/						
Erma D. Greene				/			
Darwin R. Ona	V						
Denise Ridley	/						
Daniel Rivera	V						

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT TO BROWNFIELD REDEVELOPMENT SOLUTIONS, INC. FOR ENVIRONMENTAL GRANT AND SUPPORT SERVICES WITHIN ALL REDEVELOPMENT AREAS

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") was established by the City of Jersey City (the "City") 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 from time to time requires the services of firms to provide environmental grant and support services in connection with establishing brownfield redevelopment programs throughout the City and obtaining and administering grants to support such program (the "Services"); and

WHEREAS, pursuant to the competitive contracting process set forth in the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL"), including but not limited to N.J.S.A. 40A:11-4.3, by Resolution No. 20-12-3 adopted on December 15, 2020, the Board of Commissioners of the Agency authorized the use of competitive contracting to engage a firm to perform the Services; and

WHEREAS, pursuant to the LPCL, on January 13, 2021, the Agency issued a Request for Proposals for Grant Writing and Environmental Support Services (the "RFP"); and

WHEREAS, the Agency received two (2) proposals in response to the RFP, copies of which are on file with the Agency, including a proposal from Brownfield Redevelopment Solutions, Inc. ("BRS"); and

WHEREAS, the Agency formed an evaluation committee (the "Evaluation Committee") to review the proposals; and

WHEREAS, the Evaluation Committee reviewed the proposals and counsel for the Agency prepared a report in accordance with *N.J.S.A.* 40A:11-4.5(d) (the "Evaluation Report") evaluating the proposals; and

WHEREAS, the Evaluation Report concludes, and the Evaluation Committee recommends, awarding a contract to BRS based on consideration of price and other factors; and

WHEREAS, the Agency desires to enter into a contract with BRS (the "Contract") to perform the Environmental Services for an initial term commencing as of the date of adoption of this Resolution and expiring on December 31, 2023 (the "Initial Term"), with the option to extend for up to two (2) additional periods of one (1) year each, which extension(s) shall

be authorized by resolution of the Board of Commissioners upon a finding that the Services are being performed in an effective and efficient manner; and

WHEREAS, the Contract shall be paid in accordance with the rates set forth in the proposal submitted by BRS in response to the RFP; and

WHEREAS, for the Initial Term, the Contract amount shall not exceed \$155,000.00 per year; and

WHEREAS, if at the end of the Initial Term the Agency exercises its option to extend the Contract term as authorized herein, the Contract amount for the fourth year, and fifth year if applicable, may be subject to an increase of no more than five percent (5%) per year; and

WHEREAS, the Agency hereby certifies that funds are available for the purpose of obtaining the Services for the first year of the Initial Term and the award of the Contract authorized herein is subject to the availability of funds in each subsequent year of the Initial Term; and

WHEREAS, notice of the award of the Contract shall be published in the Agency's officially designated newspaper in accordance with *N.J.S.A.* 40A:11-4.5(g),

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 of the Agency hereby authorizes the award of the Contract to BRS to perform the Services.
- Section 3. The Chairman, Vice-Chair, Executive Director and/or Secretary are hereby authorized to execute and deliver the Contract with BRS to provide the Services for the Initial Term, with the option to extend for up to two (2) additional periods of one (1) year each, which shall be authorized by resolution of the Board of Commissioners upon a finding that the Services are being performed in an effective and efficient manner. The Contract shall be payable at the rates set forth in the proposal submitted by BRS in response to the RFP for an amount not to exceed \$155,000.00 per year for the Initial Term, which totals \$465,000.00 for the entire Initial Term, subject to the terms and conditions set forth in the Agency's form services agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.
- **Section 4.** 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 5. This Resolution shall take effect immediately. Page Break

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 Special Meeting of February 23, 2021.

Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE								
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT				
Donald R. Brown				/				
Douglas Carlucci	1							
Erma D. Greene				\				
Evelyn Jones	/							
Darwin R. Ona	\							
Denise Ridley	1							
Daniel Rivera				, "				

MEMORANDUM

TO: Commissioners of Jersey City Redevelopment Agency

Diana Jeffrey, Esq., Executive Director

FROM: Evaluation Committee

DATE: February 19, 2021

RE: Evaluation Report for Contract for Grant Writing and Environmental

Support Services

BACKGROUND

The Jersey City Redevelopment Agency ("Agency" or "JCRA") issued a "Request for Proposals for Grant Writing and Environmental Support Services" ("RFP") on January 13, 2021 pursuant to the competitive contracting process of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1(q) et seq. The objective of the RFP was to award a contract for grant writing, grant management and environmental support/consulting services in connection with establishing sustainable brownfield redevelopment programs throughout the City of Jersey City (the "City") and obtaining and administering grants to support such programs. As set forth in the RFP, the respondents must demonstrate that they meet the following minimum qualifications:

- A minimum of fifteen (15) years of experience providing grant writing and environmental support services to public entities;
- Demonstrated experience in writing, obtaining and managing grants for brownfields assessment, investigation and cleanup; urban redevelopment and related economic development;
- Proven record of success in identifying, obtaining and managing federal, state and local grants as well as other financial resources, in addition to developing strategies to maximize funding eligibility;
- Experience preparing and submitting applications for, and managing, environmental and economic development grants available from various departments of the State of New Jersey and the federal government;
- Familiarity and experience with environmental regulations of the State of New Jersey and federal environmental regulations; and
- Licensed to perform environmental investigation, remediation activities and related work; and
- Experience performing environmental investigation and remediation and related work.

On February 3, 2021, the Agency received proposals from (1) Brownfield Redevelopment Solutions, Inc. ("BRS"), and (2) Community Grants, Planning & Housing ("CGP&H") (collectively, the "Respondents").

SUMMARY OF PROPOSALS

As set forth below, each of the Respondents submitted a comprehensive proposal to the Agency with all the elements required in the RFP. Each of the Respondents has significant experience in providing grant writing services to local governments and nonprofit entities and familiarity with State and federal grant programs and regulations. The RFP defined the scope of work to be provided by the proposed Respondents as follows:

- Grant management, including compliance with the United States Environmental Protection Agency ("EPA") reporting requirements, preparing submission-ready quarterly reports, grant drawdown requests, site specific reporting into EPA's ACRES database, MBE/WBE utilization reports, and others as necessary;
- Assist with eligibility determinations, preparation and submission of EPA grant drawdown requests;
- Comply with EPA technical document requirements and prepare site-specific analysis of brownfield cleanup alternatives and Decision Memo documents;
- Development of community outreach materials, attendance of stakeholder meetings and development of community involvement plans;
- Provide on-scene coordination services to ensure and confirm cleanups are protective and compliance with regulatory approvals, including but not limited to overseeing contractors, reviewing permits, applications and/or submittals, and performance of site inspections;
- Oversee Federal (Davis-Bacon) and New Jersey prevailing wage and labor standard compliance, including on-site worker interviews (as required), review and approval of payroll reports, and conduct investigations, if necessary;
- Support the JCRA Revolving Loan Fund program;
- Serve as a liaison between the EPA, NJDEP and various other Federal, State and local agencies as necessary to further the JCRA's brownfield redevelopment objectives;
- Develop solicitations and/or bid specifications to assist with procurement needs;
- Provide environmental assessment and reporting services;
- Provide LSRP services;
- Provide planning services; and/or
- Perform such other related tasks as may be requested by JCRA from time to time.

Each of the Respondents' respective proposals provide detail on how the Respondent would perform each of these enumerated tasks. The proposed fee structures charged by each of the Respondents varied.

1. BRS.

BRS is 100% woman-owned and is a certified Woman Business Enterprise and Small Business Enterprise consulting firm headquartered in New Jersey. BRS submitted a proposal whereby it demonstrated empirical knowledge and success with the JCRA's brownfield program in addition to securing almost \$22 million in EPA, USDOT/HUD, and State grants for the JCRA alone. BRS's proposal also exhibited two decades of environmental consulting experience with federal agencies as well as being staffed with Licensed Site Remediation Professionals (LSRP), Environmental Scientists, Professional Engineers, AICP, State certified planners and other professionals. In

addition, BRS has secured over \$120 million in federal, state and local funding for its clients. BRS provided a representative list of the status and outcome of certain State and federal applications for the last five years, 2016 through 2020, for both private clients and governmental entities for which it has submitted funding applications.

BRS proposed an annual contract amount for the first three years of \$155,000/year with an hourly rate ranging from \$100-\$160 per hour (direct costs such as travel, overnight shipping, bulk copying, etc. are not included in the hourly rates and will be invoiced as passthrough costs with no markup). BRS billing rates would remain the same for the initial three-year term and would increase up to 5% per year for any additional yearly periods. Any activities which requires subcontractors could contain up to a 10% markup.

2. CGP&H.

CGP&H is a New Jersey based firm that consists of highly trained Professional Planners, grant writers, administrators and support staff. CGP&H has 27 years of submitting over 1,000 grant applications and noted it has raised more than \$270 million for their clients. CGP&H included a list of State and federal applications for environmental-related grants prepared in the last five years that consisted of: Sustainable Jersey Grant – Maple Shade Township (Awarded - 2020), NJDEP Green Acres Grant – Riverside Township and Burlington City (Awarded - 2019); Transportation and Community Development Initiative Grant – Burlington City, Burlington County and Florence Township (Awarded - 2018 and 2017, respectively). CGP&H's references consist of the Borough of Palmyra for which it secured \$4 million in Hazardous Discharge Site Remediation Funds (HDSRF) for a variety of investigative and cleanup activities; City of Burlington, which was awarded approximately \$750,000 from the New Jersey Historic Trust, \$500,000 from the National Park Service, and more than \$400,000 from the NJDCA's Small Cities CDBG program for the restoration of the historic Allen School which had asbestos and lead contamination throughout; and the Township of Mount Holly.

CGP&H proposes a contract amount of \$26,000 for years 2021 through 2024, including two optional years at the same amount, plus certain direct costs. The proposed fee is the amount CGP&H estimates would cover the cost of planning work and/or grant applications to request approximately \$1 million for projects in the City. Expenditures against the not-to-exceed amount will depend on both the number and types of grants JCRA wishes to pursue. It is anticipated that direct costs will not exceed \$200 during a 12-month period, for a total not-to-exceed amount of \$26,200. CGP&H's 2021-2026 fee scheduled lists hourly rates ranging from \$85-\$150 per hour.

EVALUATION PROCESS

Consistent with the evaluation process outlined in the RFP, an evaluation committee was formed to review and score each proposal received by the Agency and make a recommendation to the Agency regarding the award of the Contract for Grant Writing and Environmental Support Services. Each member of the evaluation committee was to provide a score between 0-25 for each of the four criteria established in the RFP, including:

1. Qualifications, References and Capacity of Respondent

- 2. General Experience of Respondent Applicable to this RFP
- 3. Sample Work Product, Proposed Methodology and References
- 4. Fee Proposal

The members of the Evaluation Committee are: Diana Jeffrey, Esq. Executive Director of the Agency; Elizabeth Vasquez, the Finance Director for the Agency; Victoria Bonners, Assistant Project Manager; Robert Napiorski, Assistant Project Manager (collectively "Evaluation Committee"). Each member of the Evaluation Committee executed a Certification of "No Conflict of Interest" pursuant to N.J.A.C. 5:34-4.3(e), (f).

FINAL EVALUATION SCORING

The following chart outlines the scoring based on the evaluation forms prepared and provided by the members of the Evaluation Committee. The chart includes the sum of the scores awarded to each Respondent for each criterion with the total score reflecting the total sum of the criterion scores awarded to each Respondent.

	EVALUATION				
RESPONDENT	Qualifications, References and Capacity of Respondent	General Experience of Respondent Applicable to this RFP Sample Work Product, Proposed Methodology and References		Fee Proposal	TOTAL
BRS	98	97	93	79	367
CGP&H	93	. 86	80	93	352

RECOMMENDATION

BRS received the highest total score from the Evaluation Committee based upon the evaluation criteria and scoring model in the RFP. BRS is qualified to provide the services and scope of work set forth in the RFP. BRS's specialization in environmental project management, including performing assessments and obtaining EPA, USDOT/HUD and state grants closely aligns with the Agency's goals and objectives. In addition, BRS has significant experience with grant writing and environmental consulting experience working with local government and quasi-governmental entities. BRS's principals, Michele Christina and Leah Yasenchak, are familiar with the Agency and have worked with the Agency on various successful projects as it relates to the Agency's brownfield program. In doing so, BRS has demonstrated its ability to manage several significant projects simultaneously. With respect to the scope of work set forth in the RFP, BRS

has a proven track record and has put forth a methodology for accomplishing the Agency's goals and objectives.

The Evaluation Committee recommends BRS based upon its qualifications, references, experience, work product and methodologies for performing the services set forth in the RFP. The Evaluation Committee recommends awarding a contract to BRS for an initial term of three (3) years, with options to extend the contract for up to two (2) additional terms of up to one (1) year each. The contract amount would not to exceed \$155,000.00 per year for the initial term, which totals \$465,000.00 for the entire initial term. If the Agency elects to exercise the extension options, the contract amounts may be subject to an increase of no more than 5% per year. Although BRS's proposed annual contract amount is higher than that proposed by CGP&H, BRS's proposed contract price reflects the time, attention and expertise the Agency requires for environmental grant management and support services relating to its brownfield redevelopment initiatives. BRS has the resources and staff necessary to assist the Agency in achieving its goals, including a staff with a variety of relevant professional backgrounds and licenses. In particular, although both CGP&H and BRS employ professional planners and other experienced staff members, BRS possesses familiarity with Federal and State environmental regulations, has staff with licenses to perform environmental assessment and remediation, and experience performing such tasks. Accordingly, of the two Respondents, BRS possesses the specific environmental expertise the Agency seeks.

Based on the above factors, it is the recommendation of this Report that the Agency select BRS for Grant Writing and Environmental Support Services and execute the Agency's form of agreement for said services based on the terms set forth in their proposal.

JERSEY CITY REDEVELOPMENT AGENCY 66 YORK STREET, 3RD FLOOR, JERSEY CITY, NEW JERSEY 07302

Request for Proposal: Grant Writing and Environmental Support Services

1. FINAL EVALUATION SCORING

	CRITERIA	POINTS
1	Qualifications, References and Capacity of Respondent	[0 - 25]
2	Experience of the Respondent as Applicable to this RFP	[0-25]
3	Sample Work Product, Proposed Methodology and References	[0-25]
4	Fee Proposal	[0-25]

PROPOSER	E	TEOTRAT			
I KOI OSEK	1	2	3	4	TOTAL
Brownfield Redevelopment Solutions, Inc.	24	24	22	19	89
Community Grants, Planning & Housing, LLC	22	20	22	21	85

2. <u>CERTIFICATION — NO CONFLICT OF INTEREST N.J.A.C. 5:34-4.3(e), (f)</u>

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq., and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Comman,	Title: Assistant Present Homoger
Signature1: /s/ Vatauabonus	Date: 2/10/2021

This form is to be submitted to: Jesamil Suazo Lozano, <u>jsuazo@jenj.org</u>

¹ Due to the ongoing COVID-19 state of emergency, this signature has been provided electronically.

JERSEY CITY REDEVELOPMENT AGENCY

66 YORK STREET, 3RD FLOOR, JERSEY CITY, NEW JERSEY 07302

Request for Proposal: Grant Writing and Environmental Support Services

1. FINAL EVALUATION SCORING

	CRITERIA	POINTS
1	Qualifications, References and Capacity of Respondent	[0-25]
2	Experience of the Respondent as Applicable to this RFP	[0-25]
3	Sample Work Product, Proposed Methodology and References	[0-25]
4	Fee Proposal	[0-25]

PROPOSER	EVALUATION CRITERIA				TOTAL
1 ROI OSER	1	2	3	4	TOTAL
Brownfield Redevelopment Solutions, Inc.	25	25	25	20	95
Community Grants, Planning & Housing, LLC	25	21	23	25	94

2. <u>CERTIFICATION — NO CONFLICT OF INTEREST</u> N.J.A.C. 5:34-4.3(e), (f)

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law, N.J.S.A. 40A:9–22.1 et seq., and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Name of Evaluator: Robert G. Napiorski	Title: Assistant Project Manager
Signature ¹ : /s/ Robert G. Napioreli	Date: 2/11/21
This form is to be submitted to:	
Jesamil Suazo Lozano, <u>jsuazo@jenj.org</u>	

¹ Due to the ongoing COVID-19 state of emergency, this signature has been provided electronically.

JERSEY CITY REDEVELOPMENT AGENCY 66 YORK STREET, 3RD FLOOR, JERSEY CITY, NEW JERSEY 07302

Request for Proposal: Grant Writing and Environmental Support Services

1. FINAL EVALUATION SCORING

	CRITERIA	POINTS
1	Qualifications, References and Capacity of Respondent	[0-25]
2	Experience of the Respondent as Applicable to this RFP	[0-25]
3	Sample Work Product, Proposed Methodology and References	[0-25]
4	Fee Proposal	[0-25]

PROPOSER	E	TECHTAI			
rkofosek	1	2	3	4	TOTAL
Brownfield Redevelopment Solutions, Inc.	25	25	24	20	94
Community Grants, Planning & Housing, LLC	24	23	.15	25	87

2. <u>CERTIFICATION — NO CONFLICT OF INTEREST</u> <u>N.J.A.C.</u> 5:34-4.3(e), (f)

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq., and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Name of Evaluator: Elizabeth Vasquez Title: Finance Director

Signature: /s/ Jahrth Vasquey Date: 02-09-2021

This form is to be submitted to:

¹ Due to the ongoing COVID-19 state of emergency, this signature has been provided electronically.

Jesamil Suazo Lozano, jsuazo@jenj.org

JERSEY CITY REDEVELOPMENT AGENCY 66 YORK STREET, 3RD FLOOR, JERSEY CITY, NEW JERSEY 07302

Request for Proposal: Grant Writing and Environmental Support Services

1. <u>FINAL EVALUATION SCORING</u>

	CRITERIA	POINTS
1	Qualifications, References and Capacity of Respondent	[0-25]
2	Experience of the Respondent as Applicable to this RFP	[0-25]
3	Sample Work Product, Proposed Methodology and References	[0-25]
4	Fee Proposal	[0-25]

PROPOSER	EVALUATION CRITERIA				
	1	2	3	4	TOTAL
Brownfield Redevelopment Solutions, Inc.	24	23	22	20	89
Community Grants, Planning & Housing, LLC	22	22	20	22	86

2. <u>CERTIFICATION — NO CONFLICT OF INTEREST</u> <u>N.J.A.C.</u> 5:34-4.3(e), (f)

I hereby certify that I have reviewed the conflict of interest standards in the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq., and that I do not have a conflict of interest with respect to the evaluation of this proposal. I further certify that I am not engaged in any negotiations or arrangements for prospective employment or association with any of those submitting proposals or their parent or subsidiary organization.

Name of Evaluator: Diana Jeffrey	Title:	Executive Sirector
Signature ¹ : /s/	Date;	2/16/2021
This form is to be submitted to:		

Jesamil Suazo Lozano, isuazo@jenj.org

¹ Due to the ongoing COVID-19 state of emergency, this signature has been provided electronically.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING NUNC PRO TUNC REAUTHORIZATION OF CONTRACT 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, 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 is the owner of approximately 70 acres of land within the Bayfront I Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, and the Bayfront I Redevelopment Plan, the Agency requires Environmental Consulting and Licensed Site Remediation Professional Services from an experienced and qualified firm, to provide regulatory and site remediation services as well as environmental consulting ("Environmental and LSRP Services"); and

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

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL"), by Resolution No. 20-01-5 dated January 21, 2020, the Agency's Board of Commissioners authorized the execution of Contract No. 20-01-MPN2 with the Potomac Hudson Environmental, Inc. (the "Consultant") for the Environmental and LSRP Services, and such contract was entered into as of February 1, 2020 (the "Contract"); and

WHEREAS, N.J.S.A. 40A:11-15 of the LPCL requires professional services contracts to be renewed on an annual basis; and

WHEREAS, the Consultant has submitted an updated proposal to the Agency to perform the ongoing Environmental and LSRP Services for an additional year for the not to exceed amount of \$88,399.00 (the "Proposal"); and

WHEREAS, the Consultant possesses the skills and expertise to perform the Environmental and LSRP Services; and

WHEREAS, the Contract expired on January 31, 2021 and the Agency wishes to reauthorize the Contract *nunc pro tunc* from February 1, 2021 until December 31, 2021, to be paid in accordance with the rates and for the categories of work set forth in the Proposal; and

WHEREAS, funds are available for the costs of the Environmental and LSRP Services, and

WHEREAS, pursuant to the LPCL, notice of the award of the professional services contract shall be published in a newspaper of general circulation,

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 reauthorizes a professional services contract with Potomac Hudson Environmental, Inc. to provide Environmental and LSRP Services with an effective date of February 1, 2021 and an expiration date of December 31, 2021, for an amount not to exceed \$88,399.00, and, except as modified herein, under substantially the same terms and conditions as the Contract.
- Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein, together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

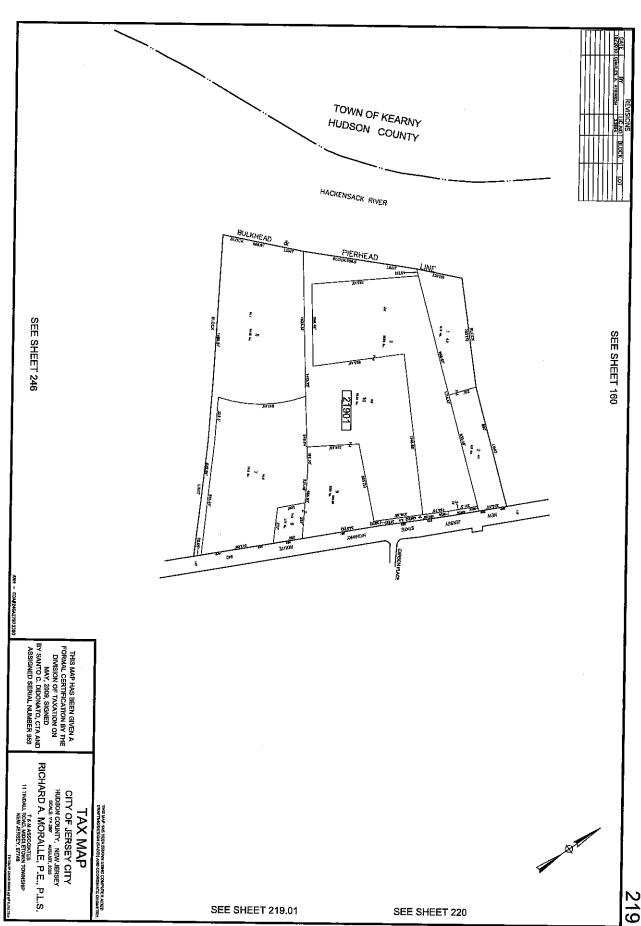
Section 4. This resolution shall take effect immediately.

Page Break

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 Special Meeting of February 23, 2021.

Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE						
NAME	AYE	NAY	ABSTAIN	ABSENT		
Donald R. Brown				J		
Douglas Carlucci	/					
Erma D. Greene				/		
Evelyn Jones	1					
Darwin R. Ona	/					
Denise Ridley	\					
Daniel Rivera	1					



SEE SHEET 219.01

SEE SHEET 220



February 5, 2021

Transmitted 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. 20-01-MPN2 expired on January 31, 2020. As a result, Potomac-Hudson Environmental, Inc. ("PHEnv") is providing this 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 \$88,399.

In developing this cost proposal, we have taken into consideration tasks which require additional funding based upon data obtained by PHEnv, various permit stipulated requirements, and our understanding of current project requirements. Detailed information regarding the tasks to be conducted during the next contract year are provided in the following text.

Task 1 Conduct Inspection of Engineering Controls - 4 Soil Remedial Action Permits - June and December 2021

We are responsible for the conduct of cap inspections and the submission of biennial certifications for 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)

Soil Remedial Action Permit #: RAP190001 Study Area 6 North Site 087 – Jersey City Incinerator Authority Site (AOC: JCDPW-13B) (Deed Notice #8)

Soil Remedial Action Permit #: RAP190001 Study Area SA-6 South Site-Wide Historic Fill (Deed Notice #11)

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)

The permit stipulated cap inspections will be conducted in June and December 2021 per a semiannual cap inspection schedule. Biennial certifications for these permits are not required until 2022. That work will be proposed as part of a future year contract.

TASK 2 Conduct Inspections of Phase 1 Area During Surcharge and Utility Construction Activities

The Phase 1 Area within Study Area 6-South work will be commencing in 2021. Part of this area falls within the Soil Remedial Action Permit #: RAP190001 Study Area SA-6 South Site-Wide Historic Fill (Deed Notice #11) area. Surcharge work will start in March-April 2021 and will likely last until the end of year. Utility and road work likely will start towards end of 2021 and into the following year. As a result, there is a need to document activities that impact the Soil Remedial Action Permit Area. We are therefore assuming that there will be a need to participate in meetings/calls and the conduct of periodic site inspections.

TASK 3 Conduct Annual Groundwater Monitoring for SA-6 North JCMUA-1A AOC

The groundwater permit (**RAP190001**) stipulates annual sampling of three monitoring wells at the Site. Therefore, additional funds are necessary for the continued conduct of the annual sampling and analysis program. Monitoring wells – 087-MW-102, 087-MW-140, 087-MW-141 will be sampled in July 2021. The biennial certification for this permit is not required until 2022. That work will be proposed as part of a future year contract.

TASK 4 Prepare/Submit AOC RAO for SA-6 North JCIA-1B UST AOC

On December 2, 2020, a remedial action permit termination application was submitted to NJDEP. Upon receipt of the termination approval from NJDEP, we will prepare and issue a Response Action Outcome (AOC Only). We will also prepare and submit all necessary documents to the NJDEP.

TASK 5 Continue Groundwater Investigation at JCDPW -1A/3A

To date, PHEnv has installed four monitoring wells as part of the ongoing groundwater investigation. Sampling and analysis programs have been conducted in October 2020 and January 2021. The programs have included the four wells installed by PHEnv and those that were installed prior to our involvement in the project. The results of these programs have included the review of historical groundwater quality and groundwater flow data, and the review of recently obtained groundwater quality and groundwater flow data. Groundwater elevation data indicates that there is a component of groundwater flow to the northeast of the former contamination source area and a component of flow to the east toward Route 440. Groundwater quality data indicate that a monitoring well located on the property border in a downgradient direction has TBA dissolved phase contamination. Therefore, it appears that the contaminant plume may be going offsite and that the horizontal limits of the contamination plume has not

been determined. As a result, additional investigation in the form of temporary well sampling and analysis and the installation and sampling of monitoring wells is needed. We are assuming that temporary wells will be installed preliminarily and that three additional permanent monitoring wells will be ultimately required.

As part of the investigation the newly installed wells will be sampled with existing monitoring wells on a quarterly basis (total of 11 wells). Once delineation of the plume is accomplished, the results of the additional investigation will be included with the results of all prior investigations and reported to NJDEP. We are assuming that this reporting will include the preparation of Classification Exception Area (CEA) documentation and the Remedial Action Permit (RAP) application.

TASK 6 Project Management/Meetings/Miscellaneous Tasks for Compliance with NJDEP Regulations

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 overall project management, attendance at meetings, and/or teleconferences with JCRA, JCRA counsel, Honeywell, NJDEP, and designated developers particularly related to issues involving existing remedial action permits.

COSTS

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

Task	Description/Assumption	<u>Cost</u> _
1 –Conduct Inspections of Engineering Controls	Conduct Inspections of Inspections in June and December 2021	
2 - Inspections of Phase 1	Sporadic site inspection and participation in meetings/calls	\$ 7,320
Area 3 - Annual Groundwater Monitoring for SA-6 North JCMUA-1A AOC	Conduct sampling and analysis of three wells. Groundwater sample analysis for benzene, MTBE and TBA, and QA/QC samples	\$ 3,111
4 - RAO for SA-6 North JCIA-1B UST AOC	Preparation and submission of RAO and supporting documents	\$ 2,200
5 - Groundwater Investigation at JCDPW -1A/3A	 	\$ 62,688
6 - Project Management	Overall project management, attendance at meetings and/or teleconferences with JCRA,	\$ 12,000

	JCRA counsel, Honeywell, NJDEP, and designated developers	
Total Cost		\$ 88,399

In summary, the new contract should total \$88,399.00 for the additional work described above. The tasks described above will be billed on a time and expense basis in accordance with PHEnv's attached standard fee schedule.

Please let us know if you require any additional information.

Sincerely,

Ed Phillips, LSRP

PHEnv FEE SCHEDULE - Effective January 2019

Professional Services	Hourly Rate
Principal/Expert Testimony	\$200
	\$175
Director Licensed Site Remediation Professional	\$170
	\$165
Senior Project Manager	\$160
Project Manager	\$150
Senior Environmental Scientist/Engineer 3 Senior Environmental Scientist/Engineer 2 Senior Environmental Scientist/Engineer 1	\$140 \$135
Environmental Scientist/Engineer 2 Environmental Scientist/Engineer 1	\$125 \$115
Junior Environmental Scientist/Engineer 2 Junior Environmental Scientist/Engineer 1	\$105 \$ 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 APPROVING NUNC PRO TUNC REAUTHORIZATION OF CONTRACT NO. 19-10-MPN18 WITH SWA GROUP FOR LANDSCAPE ARCHITECT 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 is the owner of approximately 70 acres of land within the Bayfront I Redevelopment Area (the "Redevelopment Area"); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, N.J.S.A. 40A:12A-1 et seq., and the Bayfront I Redevelopment Plan, the Agency requires professional landscape architect, planning and urban design services (the "Landscape Architect Services"); and

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

WHEREAS, SWA Group, now known as SWA/Balsley (the "Consultant") previously submitted that certain Proposal for Landscape Architect Services dated January 10, 2020 (the "Proposal"); and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL"), by Resolution No. 20-01-8 dated January 21, 2020, the Agency's Board of Commissioners authorized execution of Contract No. 19-10-MPN18 with the Consultant for the Landscape Architect Services, and such contract was entered into as of January 22, 2020 (the "Contract"); and

WHEREAS, N.J.S.A. 40A:11-15 of the LPCL requires professional services contracts to be renewed on an annual basis; and

WHEREAS, the Consultant possesses the skills and expertise to continue to perform the Landscape Architect Services; and

WHEREAS, the Contract expired on January 21, 2021 and the Agency wishes to reauthorize the Contract *nunc pro tunc* from January 21, 2021 until December 31, 2021, to be paid in accordance with the rates and for the categories of work set forth in the Proposal; and

WHEREAS, approximately \$75,000.00 in funds are available in this contract account and no additional funds will be necessary at this time; and

WHEREAS, pursuant to the LPCL, notice of the award of the professional services contract shall be published in a newspaper of general circulation,

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 reauthorizes a professional services contract with the SWA Group for performance of the Landscape Architect Services with an effective date of January 21, 2021 and expiration date of December 31, 2021 under substantially the same terms and conditions as the Contract, utilizing the existing funds in the contract account.

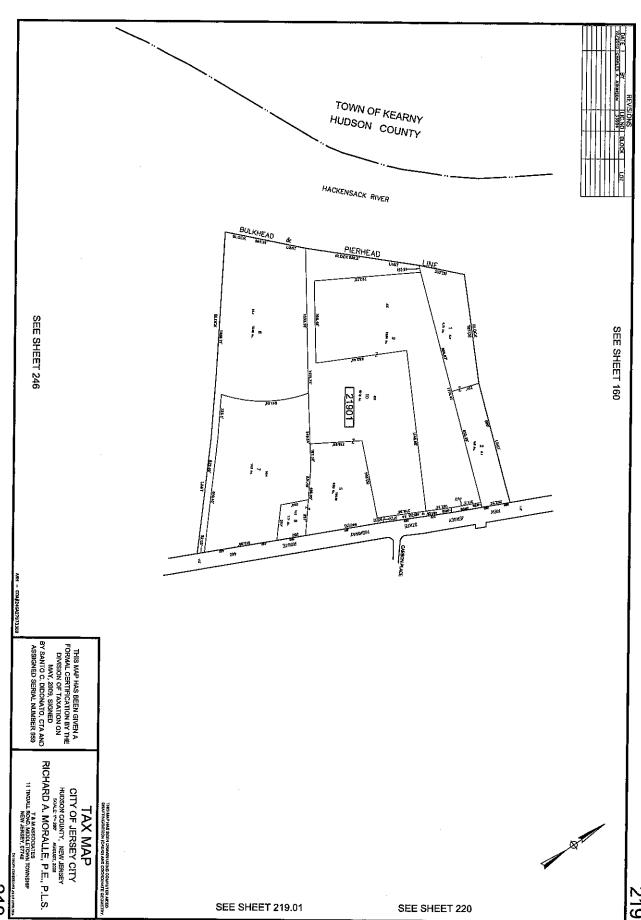
Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement authorized herein, together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other 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 Special Meeting of February 23, 2021.

Diana H. Jeffrey Secretary

RECORD OF COMMISSIONERS VOTE							
NAME	AYE	NAY	ABSTAIN	ABSENT			
Donald R. Brown				1			
Douglas Carlucci	1						
Erma D. Greene				/			
Evelyn Jones							
Darwin R. Ona							
Denise Ridley	V						
Daniel Rivera	1						



SEE SHEET 219.01

SEE SHEET 220

RESOLUTION OF THE BOARD OF COMMISSIONERS OF REDEVELOPMENT CITY THE JERSEY AGENCY APPROVING NUNC PRO TUNC EXTENSION **SERVICES** UNSPECIFIABLE OF EXTRAORDINARY STOCK WITH 20-01-MPN3 CONTRACT NO. GROUP. INC. TO PROVIDE DEVELOPMENT SPECIALIZED SERVICES IN CONNECTION WITH 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 is the owner of 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 Agency is acting as the City's agent in connection with the redevelopment of the Redevelopment Area; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, *N.J.S.A.* 40A:12A-1 *et seq.*, and the Bayfront I 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, Stock Development Group, Inc. ("Stock") submitted that certain proposal dated December 15, 2019 to provide a range of specialized services for the Redevelopment Area; and

WHEREAS, pursuant to the LPCL, by Resolution No. 20-01-6 dated January 21, 2020, the Board of Commissioners authorized the award of an EUS contract to Stock to provide specialized services in connection with the Redevelopment Area, which contract was entered into as of February 20, 2020 (the "Contract"); and

WHEREAS, the Contract expired on February 19, 2021, and, pursuant to *N.J.S.A.* 40A:11-15 of the LPCL, the Agency desires to reauthorize and extend the term of the Contract *nunc pro tunc* from February 20, 2021 until December 31, 2021; and

WHEREAS, the Stock submitted an updated proposal to the Agency dated January 4, 2021 (the "Proposal") describing the services to be performed in the upcoming year, including coordination of Phase I infrastructure activities, coordination of activities with selected redevelopers and planning services for overall redevelopment of the Redevelopment Area (the "EUS Services"); and

WHEREAS, Stock possesses the skills and expertise to perform the EUS Services; and

WHEREAS, the total reauthorized contract amount shall not to exceed \$120,000.00, or \$10,000.00 per month, in accordance with the payment schedule and scope of work set forth in the Proposal; and

WHEREAS, funds are available for the costs of the EUS Services; and

WHEREAS, a copy of the previously submitted Executive Director Declaration for an Extraordinary Unspecifiable Service Certification pertaining to the Contract is on file with the Agency; and

WHEREAS, pursuant to the LPCL, notice of the award of the reauthorized EUS contract shall be published in a newspaper of general circulation as required by law,

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

- Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.
- **Section 2.** The Board of Commissioners hereby reauthorizes an extraordinary unspecifiable contract with Stock for performance of the EUS Services for a total contract amount not to exceed \$120,000.00, or \$10,000.00 per month, for a term commencing *nunc pro tunc* as of February 20, 2021 and expiring on December 31, 2021, and, except as modified herein, under substantially the same terms and conditions as the Contract.
- Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the reauthorized EUS contract, together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other 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 Special Meeting of February 23, 2021.

Diana H. Jeffrey, Secretary

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



January 4, 2021

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 | 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 start Phase I infrastructure construction and advance other planning initiatives for the future development project.

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

SCOPE OF WORK

Task 1 - Coordinate Phase | Infrastructure Activities on behalf of the JCRA

SDG, Inc. proposes to continue to lead the coordination efforts on behalf of the JCRA to facilitate the Phase I infrastructure work at Bayfront. The proposed work scope will include working closely with the JCRA's lead engineer for the project, CME Associates, to coordinate the preparation and distribution of bid specifications, review bids and respond to questions, and assist in recommendations for contract award. CME is also the lead engineer for securing the needed NJDEP waterfront development permit modification and SDG will assist with securing that permit for the proposed Phase I work. The procurement work will also entail working with Jersey City's Office of Diversity & Inclusion to facilitate the implementation of the proposed Bayfront Bonding Education Program. Phase I Infrastructure activities will also include coordinating routine project updates and

review calls with the JCMUA to track progress on the targeted NJEIT financing for the infrastructure work as well as the MUA's regional Route 440 flood study, which will likely entail the design and installation of a future pump station somewhere along Kellogg St. During field work, SDG will track field progress and provide the JCRA, as well as the Bayfront Advisory Committee, with periodic updates. To the extent additional engineering or contracting services are needed as the field work progresses, SDG will present such scopes and recommendations for moving forward to the JCRA for their consideration.

Task 2 – Coordination of Work Activities with selected Developers

SDG, Inc. proposes to continue to support the JCRA with its ongoing negotiations with the two developers selected to develop the first four parcels on site. This task will include working alongside other professionals (legal, financial) to help finalize redevelopment agreements. SDG will participate in periodic update calls with the Developers to provide updates on Phase I infrastructure progress and overall schedule updates. SDG will continue to support each developer's due diligence and design development work as they progress their respective development plans and move forward with future site plan and tax credit financing applications.

Task 3 – Continued Planning Services for the Overall Redevelopment Project

SDG, Inc. will continue to work alongside outside consultants and various City agencies to secure the anticipated Redevelopment Plan Amendment in Q1 2021. SDG will also continue to work with CME to define the MUA's future operational plan on site which potentially includes consolidating operations in the northeastern part of the site, along with new digestors for temporary water storage. As City requests for a fire station, shooting range, and other municipal service interests arise on the property, SDG will assist in evaluating those requests. Follow-up meetings and discussions with outside agencies including NJ Transit and the NJDOT will be included in this task. SDG will coordinate a strategy with the outside consultants to assess the best permitting approach for implementing the desired soft edge around the perimeter of the site. This work will likely involve engaging the ACOE and NJDEP to assess what permits may be needed to implement the desired waterfront work. SDG will continue to participate in funding strategies for the planned pedestrian bridge as well as improvements in the parks. This task will also include working with the Honeywell team to coordinate future plans in Area 163 of the site as well as securing the necessary approvals for the Open Spaces. SDG will also work with the JCRA's financial consultant to prepare future budgets for the project.

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.

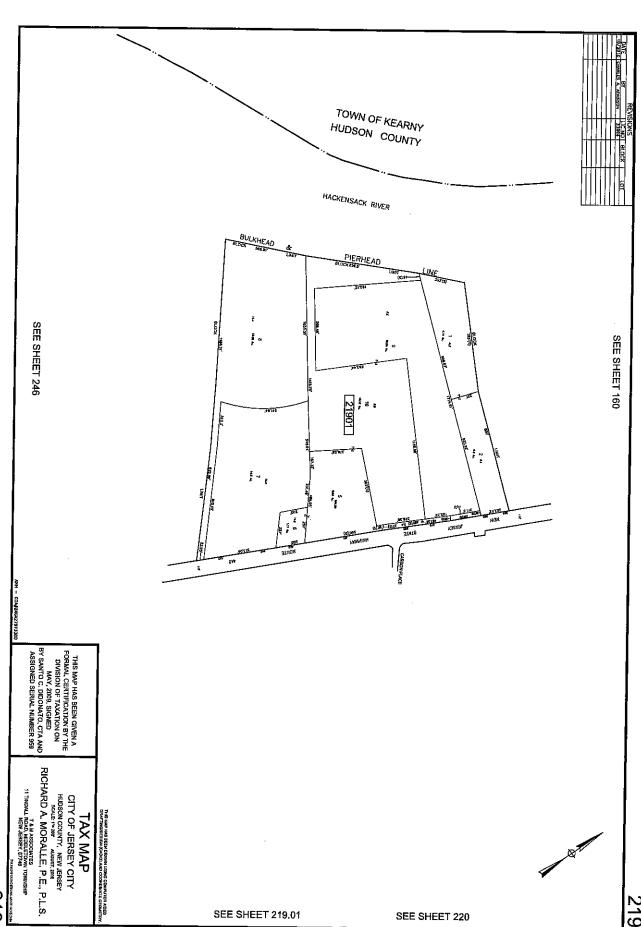
SDG, Inc. is proposing a term of twelve months (contract not to exceed \$120,000) to implement the above work scope.

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.



SEE SHEET 219.01

SEE SHEET 220

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF AN AMENDED REDEVELOPMENT AGREEMENT WITH 360 9 STREET LLC FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 6902, LOT 29, C0003, COMMONLY KNOWN AS 367 10TH STREET, WITHIN THE BRUNSWICK TRIANGLE REHABILITATION AREA 2

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

WHEREAS, 360 9 Street LLC (the "Redeveloper") proposes to redevelop that certain property within the Rehabilitation Area identified on the official tax maps of the City as Block 6902, Lot 29, C0003, commonly known as 367 10th Street (the "Property"); and

WHEREAS, on September 24, 2019, by Resolution No. 19-09-07, the Agency designated the Redeveloper as redeveloper of the Property, as subsequently extended, to allow time for the Agency and Redeveloper to negotiate and enter into a redevelopment agreement for the redevelopment of the Property; and

WHEREAS, the Redeveloper proposes to construct on the Property a six (6) story building of approximately 85,000 square feet; a roof terrace; fifty-eight (58) residential rental units, including 4 affordable units; and an indoor parking and a surface parking lot (collectively, the "Project"); and

WHEREAS, the Project will generate substantial community benefits, including a contribution of \$800,000 toward improvements to neighboring Enos Jones Park, and the construction of a public dog run by Redeveloper and/or its affiliates, which has been completed; and

WHEREAS, on July 21, 2020, the Agency adopted Resolution 20-07-03 authorizing execution of a Redevelopment Agreement with the Redeveloper for the Project ("Redevelopment Agreement"); and

WHEREAS, the Agency now wishes to authorize the execution of an amended redevelopment agreement for the Project to be constructed on the Property which adjusts the construction timetable and the payment date for a portion of the community benefit contribution set forth in the Redevelopment Agreement, provides for the Administrative Fee to be paid to the Agency annually on July 21, and provides for the payment of a \$5,000 fee to amend the Redevelopment Agreement (the "Amended Redevelopment Agreement"), all as further described in the Amended Redevelopment Agreement and in accordance with the Redevelopment Plan,

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

- **Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.
- Section 2. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Amended Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with Counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with Counsel.

Section 3. This Resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting on February 23, 2021.

Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN EMERGENCY CONTRACT WITH WILLIAM J. GUARINI INC. FOR PLUMBING SERVICES AT PROPERTY IDENTIFIED AS BLOCK 18602, LOT 3, COMMONLY KNOWN AS 574 COMMUNIPAW AVE, WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") owns certain property within the City of Jersey City (the "City") identified as 574 Communipaw Avenue (the "Property"), which Property is located within the Jackson Hill Redevelopment Area and governed by the Jackson Hill Redevelopment Plan pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.; and

WHEREAS, in accordance with *N.J.S.A.* 40A:11-6 of the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.* (the "**LPCL**"), the Agency has the power to enter into contracts for the immediate performance of services to address an emergency affecting the public health, safety or welfare without public advertising for bids and bidding therefor; and

WHEREAS, on or about February 2, 2021, the Agency became aware of a burst water pipe at Agency-owned property identified as Block 18602, Lot3, commonly known as 574 Communipaw Avenue (the "**Property**"); and

WHEREAS, upon discovery of the condition of the Property, the Executive Director of the Agency notified the Agency's purchasing agent that an emergency condition existed at the Property requiring immediate action in order to promote public health, safety and welfare, and prepared a certification of emergency, a copy of which is on file with the Agency; and

WHEREAS, the Agency took immediate action by retaining William J. Guarini Inc ("Guarini") to perform repair services and to take preventative steps to reduce the probability of the future pipe bursts at the building; and

WHEREAS, it is necessary to award an emergency contract to Guarini for plumbing services at the Property; and

WHEREAS, Guarini submitted a quotation dated February 2, 2021 to perform the necessary repair services for an amount of Three Thousand Two Hundred Dollars (\$3,200.00) and an invoice dated February 5, 2021 for initial site investigation on February 2, 2021 for an amount of Three Hundred Ninety Dollars (\$390.00), copies of which are on file with the Agency, for a total amount not to exceed Three Thousand Five Hundred Ninety Dollars (\$3,590.00); and

- WHEREAS, the Agency desires approval by the Board of Commissioners of the performance of the emergency services by Guarini and the Board of Commissioners' approval of emergency contract with Guarini; and
- WHEREAS, the Agency certifies it has funds available to satisfy the obligations of the emergency contract,
- **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 an emergency contract to Guarini in an amount not to exceed Three Thousand Five Hundred Ninety Dollars (\$3,590.00) and for a term that shall expire upon completion of the work authorized herein. Guarini is hereby authorized to perform the emergency services only at and in connection with the Property.
- **Section 3.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the emergency contract approved herein and any and all other documents necessary to effectuate this Resolution, in consultation with counsel.
- **Section 4.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the emergency contract and this Resolution, all in accordance with the LPCL.
- **Section 5.** The award of the emergency contract authorized herein shall be subject to the condition that Guarini provide satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, *N.J.S.A.* 10:5-31 *et seq.*
- **Section 6.** Upon certification by an official or employee of the Agency authorized to attest that the Guarini has complied with the specifications in all respects, and the requirements of the emergency contract met, then payment to the Guarini shall be made in accordance with the provisions of the Local Fiscal Affairs Law, *N.J.S.A.* 40A:5-1 *et seq.*
 - **Section 7.** 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 Special Meeting held on February 23, 2021.

DIANA H. JEFFREY, Secretary

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

CERTIFICATION OF DIANA H. JEFFREY

- I, Diana H. Jeffrey, of full age, hereby certify as follows:
 - 1. I am the Executive Director of the Jersey City Redevelopment Agency (the "Agency").
 - 2. A need for the performance of emergency services arose at Agency-owned property identified as Block 18602, Lot 3, commonly known as 574 Communipaw Avenue (the "Property"), which is located within the Jackson Hill Redevelopment Area within the City of Jersey City (the "City").
 - 3. On or about February 2, 2021, the Agency became aware of a pipe burst that had taken place at the Property.
 - 4. As Executive Director of the Agency, I inspected the Property, or caused the Property to be inspected, and determined the conditions on the Property must be addressed.
 - 5. Performing the above-referenced work was necessary because the conditions posed a threat to public safety and welfare. The work was necessary to protect and promote the public health, safety and welfare.
 - 6. On February 2, 2021, William J. Guarini Inc. ("Guarini") submitted a quotation listing the tasks necessary to address the emergency conditions for an amount of \$3,200.00, a copy of which is attached hereto as <u>Schedule A</u>. On February 5, 2021, Guarini also submitted an invoice for \$390.00 for initial site investigation conducted on February 2, 2021, a copy of which is attached hereto as <u>Schedule B</u>.
 - 7. Because of the reasons stated above, which are incorporated herein, I have declared an emergency existed at the Property and I formally authorize and ratify Guarini's performance of the emergency work at the Property.
 - 8. The total funds requested for this purpose are \$3,590.00.
 - 9. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to legal action to the fullest extent of the law.

Dated: 2/42 Diana H. Jeffrey Diana H. Jeffrey Executive Director, Jersey City Redevelopment Agency

SCHEDULE A WILLIAM J. GUARINI INC. QUOTATION

Attached hereto.

William J. Guarini, Inc.

132 Mallory Avenue Jersey City NJ 07304 Lic. # 12428

201-656-1530

NAME / ADDRESS

Jersey City Redevelopment Agency 66 York St. 2nd floor

Jersey City, NJ 07302 Attn: Mary Pat Noonan

Estimate

Info@guariniplumbing.com

DATE	EST/INV NO.
2/2/2021	1400

Phone #

201-656-1530

Fax#

201-656-0293

Customer Phone

201-761-0828

QTY	DESCRIPTION	COST	TOTAL
	Re: 574 Communipaw Ave. JC NJ	3,200.00	3,200.00
	We propose to do the following:		
	Furnish and install Approx 80 feet of new 1-1/2 copper piping for cold water feeds for the Firehouse originating in the old Police Station Basement.	:	
	Cap off water piping to old Police station plumbing.		•
	Install approx 100 feet of heat tape and fiberglass insulation along newly routed copper pipe to prevent freezing.		
	*Electrical outlet needed for heat trace by the water meter.		
	Excludes: Any Unforeseen Conditions		

TOTAL

\$3,200.00

SIGNATURE

A monthly service charge of 1 1/2% will be added to accounts over 30 days. If collection costs are necessary, which includes but not limited to reasonable Attorney fees, filing fees and costs; the customer will be liable for all expenses.

SCHEDULE B WILLIAM J. GUARINI INC. INVOICE

Attached hereto.

William J. Guarini, Inc. 132 Mallory Avenue Jersey City NJ 07304 Lic. # 12428

INVOICE

Phone

Fax

201-656-1530

201-656-0293

Jersey City Redevelopment Agency

Jersey City, NJ 07302 Attn: Mary Pat Noonan

66 York St. 2nd floor

2/5/2021 WO-4505

P.O. Number

, , , , , , , , , , , , , , , , , , , ,			
			•
	Service Date: 02/02/2021		
	Service Location: 574 Communipaw Ave Jersey City NJ		
	Description of Work: Traced out Water line to shut off plumbing		
	fixtures on 1st, 2nd and 3rd floor.		
•	T 1	195.00	390.00
2	Labor	155.00	370.00
		1	
			. "
			A+000

0 days. If collection prney fees, filing fees

Subtotal

Sales Tax (6.625%)

\$390.00 \$0.00 \$0.00

\$390.00

A monthly service charge of 1 1/2% will be added to accounts over 30 days. If collection costs are necessary, which includes but not limited to reasonable Attorney fees, filing fees and costs; the customer will be liable for all expenses.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT WITH ADVANCED SCAFFOLD SERVICES, LLC FOR THE RENTAL AND REMOVAL OF SCAFFOLDING ON PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.*, the Jersey City Redevelopment Agency (the "**Agency**") owns various properties throughout the City of Jersey City (the "**City**"); and

WHEREAS, the Agency owns and manages certain property identified as Block 9501, Lot 22 on the official tax maps of the City, commonly known as 84 Sip Avenue/25 Journal Square, also known as 25 Pathside (the "Site"), located within the Journal Square 2060 Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; and

WHEREAS, pursuant to the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.* (the "LPCL"), the Agency has the power to award contracts necessary for the efficient operation of the Agency; and

WHEREAS, pursuant to that certain Contract No. 20-06-PO6 dated June 5, 2020 (the "2020 Contract") by and between Advanced Scaffold Services, LLC ("Advanced") and the Agency, authorized by Resolution No. 20-06-9 in accordance with the provisions of the LPCL, the Agency rents heavy-duty scaffolding, which scaffolding is located on and around the building located at the Site; and

WHEREAS, in January 2021, the Agency determined that it no longer requires use of a portion of the scaffolding located on the Site; and

WHEREAS, Advanced submitted Estimate #6518 to the Agency with proposed costs for dismantling and removal of a portion of the scaffolding at the Site, including labor, related repairs, trucking/delivery and lighting, and revised monthly rental amounts for the balance of the scaffolding (together with related documents submitted in January 2021, the "Estimate"); and

WHEREAS, pursuant to the Estimate, the dismantling and removal of a portion of the Equipment will result in a reduction of monthly rental costs for the remaining Equipment; and

WHEREAS, in accordance with the Estimate, the Agency desires to terminate the 2020 Contract and enter into a new contract with Advanced Scaffold Services, LLC (the "2021 Contract") for the rental of heavy-duty scaffolding for a term commencing as of January 1, 2021 and expiring on June 4, 2021 for a rental cost not to exceed One Thousand Two Hundred Dollars per month (\$1,200.00 per month), and for dismantling and removal of a portion of the scaffolding for a cost not to exceed Eleven Thousand Six Hundred and Twenty Dollars (\$11,620.00), for a total contract amount not to exceed Eighteen Thousand Eight Hundred and Twenty Dollars (\$18,820.00); and

WHEREAS, in accordance with *N.J.S.A.* 40A:11-3, the amount of the contract will not exceed the Agency's bid threshold of \$44,000.00 and need not be publicly bid; and

WHEREAS, the Agency certifies that funds are available for the costs of the 2021 Contract,

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

- **Section 1.** The above recitals are hereby incorporated herein as if set forth at length.
- **Section 2.** The Agency hereby authorizes the termination of the 2020 Contract, which termination shall be effective immediately upon execution of the 2021 Contract, as authorized herein.
- **Section 3.** The Agency hereby awards the 2021 Contract to Advanced Scaffold Services, LLC for the rental and dismantling of heavy-duty scaffolding for an amount not to exceed Eighteen Thousand Eight Hundred and Twenty Dollars (\$18,820.00), which 2021 Contract shall have an effective date of January 1, 2021 and shall expire on June 4, 2021 and shall be payable in accordance with the rates set forth in the Estimate, all subject to the terms and conditions of the Agency's form agreement, together with such additions, deletions and/or modifications as deemed necessary or desirable in consultation with counsel.
- **Section 4.** The Chair, Vice-Chair, 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 5.** The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the Contract and this Resolution, all in accordance with the LPCL.
 - **Section 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 Special Meeting on February 23, 2021.

Diana H. Jeffrey, Secretary

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

OF **BOARD** THE OF RESOLUTION **JERSEY OF** THE COMMISSIONERS REDEVELOPMENT AGENCY AUTHORIZING A **OPERATE AGREEMENT** TO LICENSE PARKING LOT WITH THE CITY OF JERSEY PROPERTY TO WITH RESPECT CITY IDENTIFIED AS BLOCK 7902, LOTS 25, 26, 27, 28, AND 29, COMMONLY KNOWN AS 693-701 NEWARK AVENUE, WITHIN THE JOURNAL **SQUARE 2060 REDEVELOPMENT AREA**

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

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

WHEREAS, on November 29, 2016, the City of Jersey City (which was subsequently dissolved) transferred to the Jersey City Redevelopment Agency (the "Agency") those certain properties identified on the official tax maps of the City as Block 7902, Lots 25, 26, 27, 28, 29 and 45 on the City's official tax map and commonly known as 693-701 Newark Avenue and 30 Cottage Street (collectively, the "Original Property"), which Original Property is within the Redevelopment Area and subject to the Redevelopment Plan; and

WHEREAS, the Original Property consists of a paved parking facility (the "Parking Facility"), which is being operated and managed by the City; and

WHEREAS, on February 26, 2020, the City and the Agency entered into a license agreement (the "2020 License Agreement") in order to formalize the existing arrangement and to set forth the respective roles and responsibilities of the City and Agency with respect to the City's operation of the Parking Facility on the Original Property; and

WHEREAS, the 2020 License Agreement is set to expire on the February 26, 2021; and

WHEREAS, as authorized by Resolution 19-12-24 adopted December 17, 2019, the Agency entered into a certain Temporary Construction Access and Staging Area License Agreement with 26-28 Cottage, LLC, an affiliate of Homestead Assemblage

LLC, the designated redeveloper certain parcels within the Redevelopment Area adjacent and/or in close proximity to the Original Property, granting 26-28 Cottage LLC non-exclusive access to that portion of the Original Property identified on the official tax maps of the City as Block 7902, Lot 45 ("**Lot 45**"), for use of Lot 45 as a construction staging area for its nearby project; and

WHEREAS, the City desires to continue to operate the Parking Facility on that portion of Original Property identified on the official tax maps of the City as Block 7902, Lots 25, 26, 27, 28, and 29 (collectively, the "Property") and excluding Lot 45; and

WHEREAS, the Agency wishes to permit the City to enter onto the Property for the purpose of operating and managing the Parking Facility; and

WHEREAS, the Agency desires to enter into a new license agreement (the "License Agreement"), subject to approval of same by the City, in order to formalize their continued arrangement and to set forth the respective roles and responsibilities of the City and the Agency with respect to the City's operation of the Parking Facility on the Property,

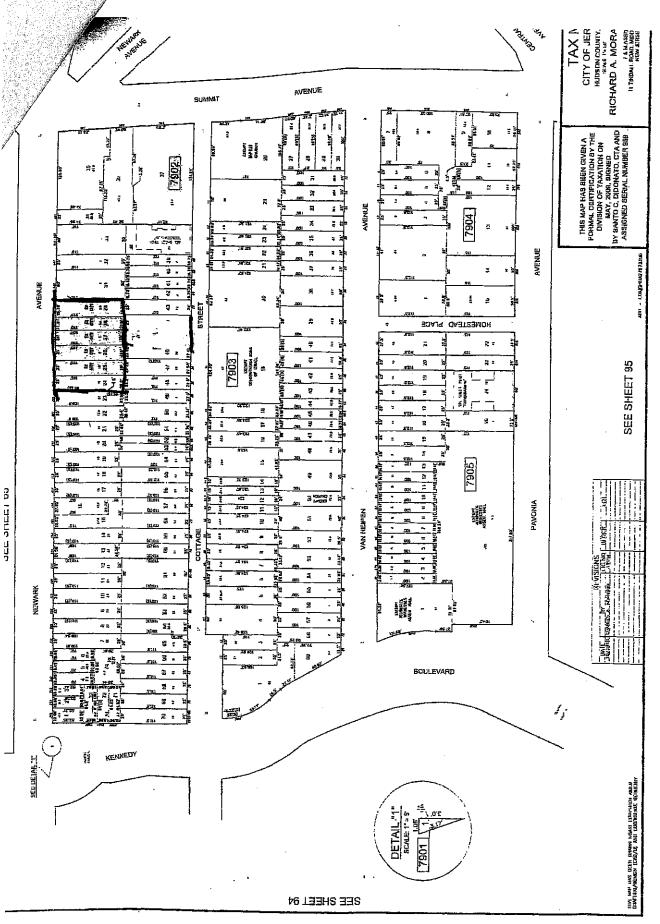
NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Jersey City Redevelopment Agency that:

- **Section 1.** The above recitations are hereby incorporated herein as if set forth at length.
- Section 2. The Executive Director is hereby authorized and directed to negotiate and execute a License Agreement with the City for use of the Property, which shall <u>exclude</u> Lot 45, subject to substantially the same terms and conditions as set forth in the 2020 License Agreement.
- **Section 3.** The Chair, Vice Chair, Executive Director, and Secretary are hereby authorized to execute and deliver the License 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 Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the License Agreement and this Resolution.
 - **Section 5.** This Resolution shall take effect immediately.

Certified to be a true and correct copy of a resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting held on February 23, 2021.

DIANA H. JEFFRHY Secretary

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
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 THE EXECUTION OF AN AMENDED AND RESTATED REDEVELOPMENT AGREEMENT WITH HOMESTEAD ASSEMBLAGE LLC AS REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 7902, LOT 43.01, COMMONLY KNOWN AS 26-28 COTTAGE STREET; BLOCK 7905, LOTS 20, 21, 22 AND 23, COMMONLY KNOWN AS 616-618 PAVONIA AVENUE AND 33-35 VAN REIPEN AVENUE; BLOCK 7903, LOT 38.01, COMMONLY KNOWN AS 26-32 VAN REIPEN AVENUE; BLOCK 7903, LOT 19, COMMONLY KNOWN AS 35 COTTAGE STREET; BLOCK 7904, LOTS 1 AND 2, COMMONLY KNOWN AS 25-29 VAN REIPEN AVENUE; AND BLOCK 7902, LOTS 46, 47, 48 AND 49, COMMONLY KNOWN AS 32-38 COTTAGE STREET, ALL 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") with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (as the same may be amended and/or supplemented from time to time, the "Redevelopment Law"); and

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

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

WHEREAS, certain properties identified on the City's tax maps as Block 7903, Lot 19 commonly known as 35 Cottage Street, Block 7903, Lot 38.01 (formerly Lots 38 and 39), commonly known as 26-32 Van Reipen Avenue, and Block 7902, Lot 43.01 (formerly Lots 43 and 44), commonly known as 26-28 Cottage Street (collectively, the "Original RDA Property") are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, by Resolution No. 19-05-20 adopted on May 21, 2019, the Agency authorized the execution of and subsequently entered into that certain Redevelopment Agreement dated June 1, 2019 with Homestead Assemblage LLC (the "Redeveloper") for the redevelopment of the Original RDA Property (the "2019 Redevelopment Agreement"), including the design, finance, construction, implementation and maintenance of the Homestead Place Extension in accordance with the provisions of the Redevelopment Plan and the construction of a mixed-use project in three (3) phases, together containing approximately 824 residential units, a banquet hall of approximately 5,953 square feet, a house of worship of approximately 7,318 square feet, a preschool of approximately 9,994 square feet, approximately 38,152 square feet of office space, approximately 3,751 square feet of retail space, together with certain related on-site and off-site improvements, all as further described in the 2019 Redevelopment Agreement; and

WHEREAS, certain properties identified on the City's tax maps as Block 7905, Lots 20, 21, 22 and 23, commonly known as 618 Pavonia Avenue, 616 Pavonia Avenue and 33-35 Van Reipen Avenue, Block 7902, Lots 46, 47, 48 and 49, commonly known as 32-38 Cottage Street Street, and Block 7904, Lots 1 and 2, commonly known as 25-29 Van Reipen Avenue (collectively, the "Additional Properties") are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, by Resolution No. 20-06-10 adopted on June 16, 2020, the Board of Commissioners conditionally designated Redeveloper as the redeveloper of the Additional Properties, which designation was subsequently extended; and

WHEREAS, the Agency now wishes to authorize the execution of an amended and restated redevelopment agreement with the Redeveloper, a copy of which is on file with the Agency (the "Amended and Restated Redevelopment Agreement") to include and incorporate the redevelopment of the Additional Properties in three (3) additional phases, consisting of the assemblage of the Additional Properties; the design, financing, construction, implementation and maintenance of portions of the Homestead Place Extension fronting along the Additional Properties in accordance with the provisions of the Redevelopment Plan; and the development, financing and construction of a total of three (3) separate 27-story mixed-use buildings, which shall collectively contain approximately 1,616 residential units, approximately 14,271 square feet of retail space, approximately 9,981 square feet of retail services, approximately 6,480 square feet of restaurant cafe space, and approximately 57,219 square feet of office space, together with certain related on-site and off-site improvements, all as further described in the Amended and Restated Redevelopment Agreement,

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

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

Section 2. The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Amended and Restated Redevelopment Agreement, in substantially the form as is on file with the Agency, together with such additions, deletions and modifications thereto as may be necessary or desirable in consultation with counsel. The Amended and Restated Redevelopment Agreement shall supersede and replace the 2019 Redevelopment Agreement.

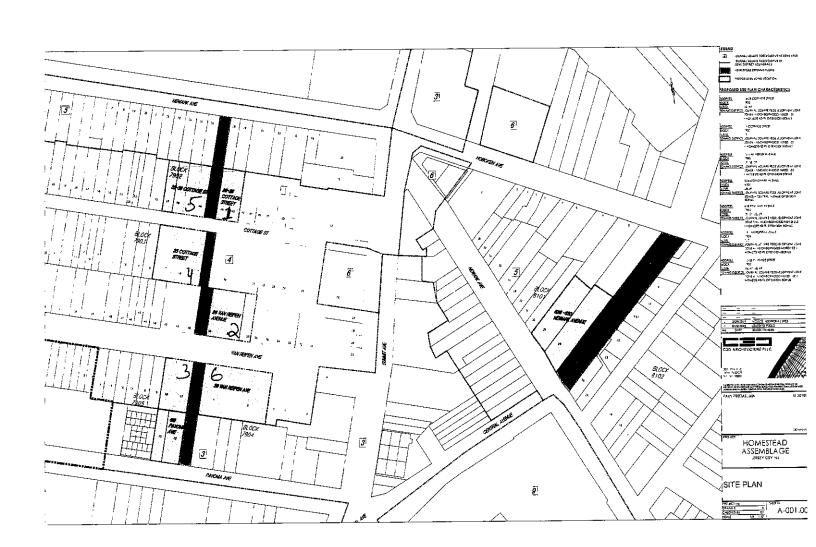
Section 3. The Chairman, Vice Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute all other documents necessary and/or desirable to effectuate this Resolution, in consultation with counsel, and to undertake all actions necessary to effectuate this Resolution, in 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 Special Meeting held on February 23, 2021.

DIANA H. JEFFREY, SECRETARY

RECORD OF COMMISSIONERS VOTE				
NAME	<u>AYE</u>	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown				V
Douglas Carlucci	/			
Erma D. Greene				/
Evelyn Jones	/			
Darwin R. Ona	/			-11-
Denise Ridley	/			
Daniel Rivera	/			



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING CONTRACT NUMBER 21-02-MPN2 WITH POTOMAC HUDSON ENVIRONMENTAL, INC. FOR PROFESSIONAL ENVIRONMENTAL SERVICES FOR PROPERTY LOCATED AT BLOCK 19003, LOTS 1 THRU 7 IN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, the Jersey City Redevelopment Agency, as a local autonomous Agency, undertakes various redevelopment projects within the City of Jersey City; and

WHEREAS, the Agency desires to conduct a Site Assessment and Investigation on Block 19003, Lots 1-7 inclusive, a/k/a 323 - 309 Johnston Avenue, respectively within the Morris Canal Redevelopment Area; and

WHEREAS, Potomac Hudson Environmental, Inc. (PHE) submitted a proposal for the above services dated February 16, 2021 in the not to exceed amount of \$33,000.00, copy attached; and

WHEREAS, said contract will be for a term not to exceed (1) one year from the date of this resolution; and

WHEREAS, funds for the work will be provided by the Redeveloper for the Project; and WHEREAS, said services are of a professional nature as to come within the purview of N.J.S.A. 40A:11-5(1)(a)(I) as being a contract for renditional of professional services that do not require competitive bidding; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that Professional Services Contract No. 21–02-MPN2 with Potomac Hudson Environmental, Inc. in an amount not to exceed \$33,000.00 is hereby awarded.

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

Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at their Special Meeting of February 23, 2021.

RE	CORD OF CO	MMISSION	ERS VOTE	
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown				
Douglas Carlucci	1			
Evelyn Jones	1		<u> </u>	<u> </u>
Erma D. Greene				
Denise Ridley	1 /			
Darwin R. Ona				<u> </u>
Daniel Rivera				<u> </u>

190

February 16, 2021

Transmit via Electronic Mail

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

Re:

Proposal for Completion of Preliminary Assessment/Phase I Environmental Site

Assessment and Investigation of Potential Underground Storage Tank

FDAD Maple, LLC Properties

Block 19003, Lots 1 - 7

Morris Canal Redevelopment Area

Jersey City, New Jersey

Dear Mary Pat:

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 referenced properties located Block 19003, Lots 1 through 7, New Jersey (the Site).

The Site consists of the following properties:

Block	Lot	Address
19003	1	323 Johnston Ave
19003	2	319-321 Johnston Ave
19003	3	317 Johnston Ave
19003	4	315 Johnston Ave
19003	5	313 Johnston Ave
19003	6	311 Johnston Ave
19003	7	309 Johnston Ave

TASK 1: Phase I Environmental Site Assessment/Preliminary Assessment Completion

A Phase I ESA/PA was initiated in May 2017 for Lots 1 through 7. PHEnv conducted its services in accordance with the New Jersey Department of Environmental Protection (NJDEP) requirements as found in the Administrative Requirements for the Remediation of Contaminated Sites (ARRCS, N.J.A.C. 7:26C), the Technical Requirements for Site Remediation (TRSR, N.J.A.C. 7:26E) and ASTM Standard E 1527-13, Standard Practice for Environmental Site Assessments and 40 CFR Part 312, Innocent Landowners, Standards for Conducting All Appropriate Inquiries (the All Appropriate Inquiries [AAI] Rule. Note that the work is also subject to the notification requirements found in the Spill Compensation and Control Act (N.J.S.A. 58:10-23.11.) Completion of the Phase I ESA/PA was put on hold by JCRA until September 2018. Work resumed in September 2018, but then JCRA requested that work stop on the project on November 15, 2018. Therefore, the Phase I ESA/PA has not yet been completed.

Mary Pat Noonan February 16, 2021 Page 2 of 6

In order to complete the report and comply with the ASTM Standard E 1527-13, Standard Practice for Environmental Site Assessments, several components of the report must be updated, including a site visit, OPRA requests to local, county and state agencies, an updated database radius search for contaminated properties in the vicinity of the Site, and an updated environmental lien search for each of the seven lots that comprise the Site.

Therefore, PHEnv provides this proposal to complete the draft Phase I ESA/PA for Block 19003, Lots 1 through 7. This proposal assumes that one report will be prepared that includes the seven lots.

This proposal assumes that Client will provide access to the Site and persons knowledgeable of the Site (owners and occupants) so that PHEnv can conduct a site reconnaissance and interviews of said persons. The proposal further assumes that Client will provide PHEnv with a current tax map, if available. This proposal also assumes that the Client will provide any updated title reports for the seven lots.

In accordance with the AAI rule and ASTM Standard, PHEnv will also re-evaluate the VI pathway using known information about nearby contaminated properties, assumed information about subsurface conditions and an online screening tool. Note that the results of VI screening are not conclusive, as the presence or absence of a vapor hazard can only be determined through sampling and analysis of the interior building space and that sampling and analysis in not included in the scope of work.

Based on the above, PHEnv will conduct an evaluation and complete a written report which will examine potential site-specific AOCs such as underground storage tanks; the use, generation, storage and/or disposal of hazardous materials; and the possible deposition of fill with regard to the potential for site contamination. We will also seek to identify any uses of the Site and properties immediately adjoining the Site that have the potential to generate or contain hazardous materials. If potentially significant AOCs are encountered at any point during our assessment of the property, PHEnv will notify Client immediately.

The PA/ESA Report will be prepared based solely upon the Site visit, literature/document review and interviews. The PA/ESA Report will not include the sampling of soil, surface water, groundwater, air, building materials (asbestos or lead-based paint), vapors or other media, tank integrity testing or an evaluation of naturally occurring materials which may be hazardous, such as radon or methane. The report will identify recommendations for further investigation (Site Investigation), if necessary. PHEnv will provide an electronic copy of the PA/ESA Report. A hard copy can be provided if requested.

TASK 2: Underground Storage Tank Investigation

Based on a Geophysical Survey conducted on October 24, 2018 in the sidewalk areas in front of Lots 1 through 8 on Block 19003, a potential underground storage tank UST) anomaly location was noted in the sidewalk area adjacent to Lot 1 on the Pine Street side of the lot. The geophysical survey report was previously provided to you via email on November 16, 2018.

Mary Pat Noonan February 16, 2021 Page 3 of 6

Based on this finding, PHEnv proposes to conduct a test pit in the area of the anomaly in order to determine whether a UST is present. If a UST is identified, then the tank should be removed in accordance with all applicable regulations. If the tank is a former heating oil tank associated with the former residential/store building located on Lot 1, then it will be considered an unregulated tank and does not require to be registered with the New Jersey Department of Environmental Protection (NJDEP), but must be removed in accordance with the applicable regulations. If the tank is discovered to contain something other than heating oil, then it may possibly be regulated, and would require to be registered with NJDEP and closed as such. Further, if a tank is present and it is determined to be leaking, NJDEP must be notified of the discharge.

PHEnv proposes to conduct a test pit in the area of the anomaly utilizing a backhoe. The sidewalk will be removed in the area, and the concrete will be placed on the Lot 1 portion of the site behind the fence. Access to the Site will be required from the owner including unlocking the gate. A hole will then be excavated to find the top of the anomaly. In order to minimize damage to the possible tank, we propose to locate the fill neck or vent port and access the tank from that port in order to determine the nature of the tank contents. A hole will not be cut in the tank since it may cause issues with the tank prior to removal. If an access way is found, a determination of the tank contents will be made in order to make a determination whether the tank is regulated. The hole will then be backfilled with the site soil and ¾ inch QP stone to grade and compacted. We are not proposing to patch the sidewalk at this time since the tank, if found, will have to be removed in the future. Any excess soil not able to go back into the hole may also be placed on Lot 1 for the time being prior to disposal, if needed. If no tank is found, sidewalk replacement will be conducted.

Permits for sidewalk opening and no parking signs will be obtained from the City of Jersey City prior to conducting the work. No parking signs will be set up 48 hours in advance of the work being conducted. A utility mark-out will also be conducted.

SCHEDULE

PHEnv will initiate the scope of work promptly upon receiving written authorization from Client. The PA/ESA Report will be issued within approximately four weeks of PHEnv's receipt of authorization to proceed, provided that all necessary information is obtainable within this time period. However, due to the current COVID-19 situation, it is possible that OPRA response times will be delayed. The test pit work will be completed in one day after receiving the permits and calling in a utility mark-out.

COST ESTIMATE

The estimated cost to conduct this scope of work is as follows. We have also included a potential contingent UST removal cost for a 1,000 gallon tank in case a tank is identified and JCRA will be responsible for removing it. If the investigation into a potential tank and the removal of said tank is conducted as one event, the costs will be slightly less since the

Mary Pat Noonan February 16, 2021 Page 4 of 6

permitting, police detail, mobilization to the Site and field supervision will be combined into one event. The tank removal contractor would obtain a tank removal permit and schedule the necessary City inspections up front in the event JCRA wishes to go with the option of removing the tank immediately after the discovery in the same event. If JCRA wishes to first conduct the test pit excavation and close the hole up, then the permits will not be obtained until the tank closure work is actually conducted.

TASK 1:	Lump sum completion of Phase I ESA/PA		\$ 4,500
	(assumes one report prepared for the seven lots)	```	

TASK 2: Test Pit Exploration Only to Confirm Tank

- 1. Conduct test pit investigation to determine nature of anomaly
 (assumes one day; includes PHEnv field supervision; includes City
 permits; no sampling; concrete stockpiled on Lot 1 for future disposal;
 cost does not include sidewalk repair or concrete disposal)
- 2. Provide summary letter report on findings \$ 500

CONTINGENT TASKS: Assuming Confirmed UST Removed at a Later Date

1. Potential removal of potential 1,000-gallon UST in accordance with applicable regulations; conducted as a separate event on a different day than the test pit exploration; assumes 1,000-gallon heating oil UST; excavation will be backfilled with 3/4" QP stone)

	excavation will be backfilled with ³ / ₄ " QP stone)	
	a. UST Removal and disposal	\$ 9,900
	b. PHEnv Field Supervision and Sampling (assumes one day)	\$ 1,600
	c. Laboratory analysis – post excavation soil sampling	\$ 600
	(assumes 5 EPH Cat 1, and 1 contingent 2-methylnaphthalene	
	and naphthalene soil samples)	
2.	Sidewalk replacement after test pit investigation if no tank is	\$ 4,200
	found or after UST removal (actual cost will be based on the size of	
	area disturbed)	
3.	Remedial Action Report for UST Removal	\$ 2,600
		A A 5 00
4.	Project Management/possible NJDEP Forms, and notification	<u>\$ 2,500</u>
	assuming an unregulated tank	

TOTAL ESTIMATED BUDGET

\$ 33,000

All invoices are due and payable within 30 days.

Mary Pat Noonan February 16, 2021 Page 5 of 6

Please let PHEnv know whether JCRA wishes to pursue just the test pit investigation into a possible tank as a first step, or if you wish to remove the tank immediately upon discovery.

LIMITATIONS

Client is responsible for obtaining access to the Site for PHEnv to conduct the work. *Please note* that PHEnv will require access to Lot 1 inside the fence in order to place concrete sidewalk removed from the Site prior to disposal. The cost estimate for removal of the tank includes a cost to dispose of one load of concrete. Please also note that the costs do not include excavation and disposal of contaminated soil, if encountered, or additional soil sampling if the area is expanded. If additional excavation and/or investigation is required, PHEnv will provide a proposal to complete the work at Client's request.

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.

Potomac-Hudson Environmental, Inc. Karen Egud-Phillips

Karen Egnot-Phillips

Enclosures

Sincerely,

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	



FEE SCHEDULE Effective January 2019

PROFESSIONAL SERVICES	HOURLY RATE
Principal/Expert Testimony	\$200
Director	\$175
Licensed Site Remediation Professional	\$170
Senior Project Manager	\$165
Project Manager	\$160
Senior Environmental Scientist/Engineer 3 Senior Environmental Scientist/Engineer 2 Senior Environmental Scientist/Engineer 1	\$150 \$140 \$135
Environmental Scientist/Engineer 2 Environmental Scientist/Engineer 1	\$125 \$115
Junior Environmental Scientist/Engineer 2 Junior Environmental Scientist/Engineer 1	\$105 \$ 95
Technician	\$ 90
Draftsperson	\$ 75

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.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING NUNC PRO TUNC OF CONTRACT NO. 20-01-RN1 WITH T&M ASSOCIATES FOR ENVIRONMENTAL ENGINEERING SERVICES IN CONNECTION WITH PROPERTY LOCATED AT BLOCK 27804, LOT 13 AND BLOCK 28401, LOT 40 AND COMMONLY KNOWN AS THE COUNTRY VILLAGE PORTION OF THE GREENWAY MORRIS CANAL WITHIN THE MORRIS CANAL GREENWAY IN THE CITY OF JERSEY CITY

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 and the Agency have determined to participate in a project to develop certain properties throughout the City along the route of the historic Morris Canal, once a freight corridor that connected the Delaware and Hudson Rivers, into a 111-mile continuous pedestrian and bicycle trail (the "Morris Canal Greenway"); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, specifically N.J.S.A. 40A:12A-22(k), the Agency requires from time to time the services of certain environmental engineering professionals to assist the Agency in designing the Country Village section of the Morris Canal Greenway; and

WHEREAS, T & M Associates ("T&M") submitted a proposal to the Agency dated January 16, 2020 (the "Proposal"), a copy of which is on file with the Agency, to perform certain environmental engineering services relating to the design of the Country Village Section of the Morris Canal Greenway identified as Block 27804, Lot 13 and Block 28401, Lot 40 on the City's tax maps (the "Services"); and

WHEREAS, pursuant to *N.J.S.A.* 19:44A-20.4 et seq., by Resolution No. 20-08-2 adopted on August 18, 2020 the Agency qualified T&M to perform environmental services in all project areas; and

WHEREAS, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL"), by Resolution No. 20-01-16 adopted on January 21, 2020, the Agency's Board of Commissioners authorized Contract No. 20-01-RN1 with T&M dated January 22, 2020 (the "Contract") to perform the Services for a period of one (1) year for a total cost not to exceed \$228,321.00; and

WHEREAS, T&M requires additional time to complete the Services due to ongoing design work and because construction is not scheduled to begin until August 2021 at the earliest; and

WHEREAS, T&M possesses the skills and expertise to perform and complete the Services; and

WHEREAS, *N.J.S.A.* 40A:11-15 of the LPCL requires professional services contracts to be renewed on an annual basis; and

WHEREAS, the Contract expired on January 21, 2021 and the Agency wishes to reauthorize the Contract *nunc pro tunc* from January 21, 2021 until December 31, 2021, to be paid in accordance with the rates and for the categories of work set forth in the Proposal for an amount not to exceed the

remaining balance under the Contract, One Hundred Eleven Thousand Six Hundred Seventeen Dollars and Thirty-Three Cents (\$111,617.33); and

WHEREAS, funds are available for the costs of the Services; and

WHEREAS, notice of the award of the Contract shall be published in a newspaper of general circulation as required by law,

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.

Section2. The Board of Commissioners hereby reauthorizes the Contract for professional services with T&M for the performance of Services with a term commencing *nunc pro tunc* as of January 21, 2021 and expiring on December 31, 2021 for a total amount not-to-exceed the balance remaining under the Contract of One Hundred Eleven Thousand Six Hundred Seventeen Dollars and Thirty-Three Cents (\$111,617.33) payable according to the rates set forth in the Proposal, all under substantially the same terms and conditions as the Contract.

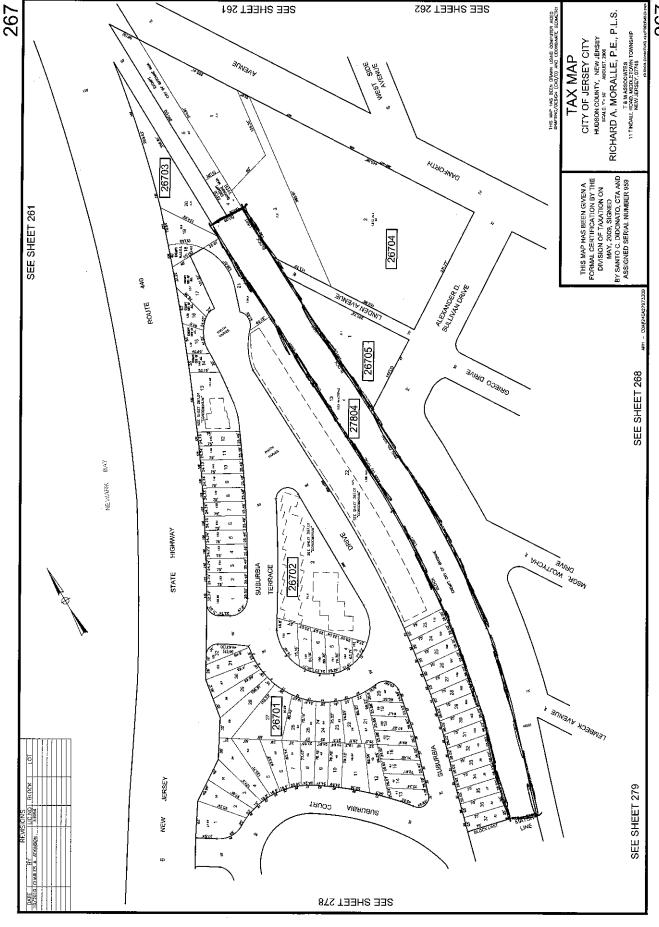
Section 3. The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the professional services agreement reauthorized herein, together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

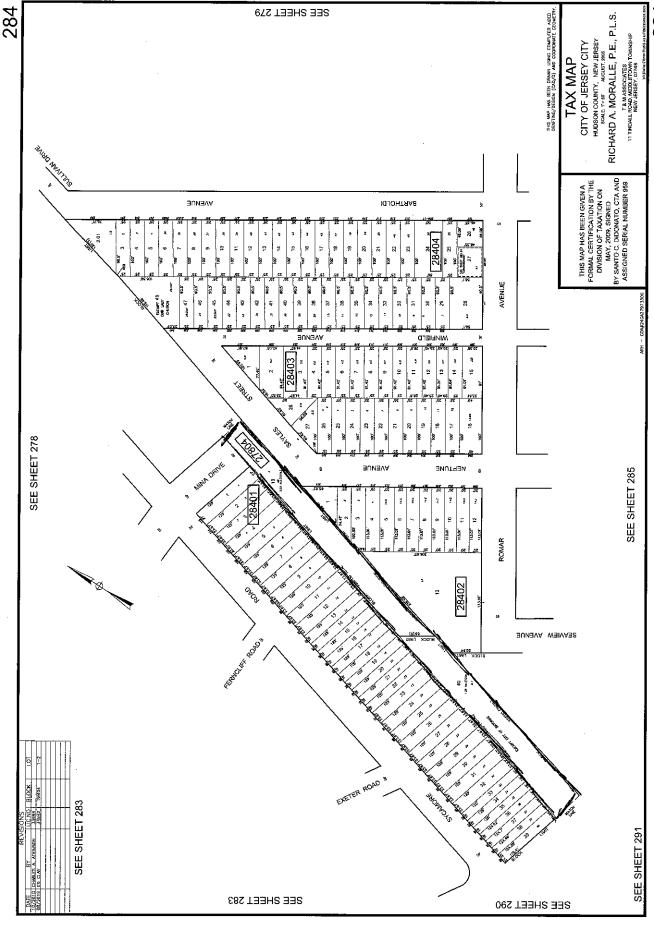
Section 4. This Resolution shall take effect immediately.

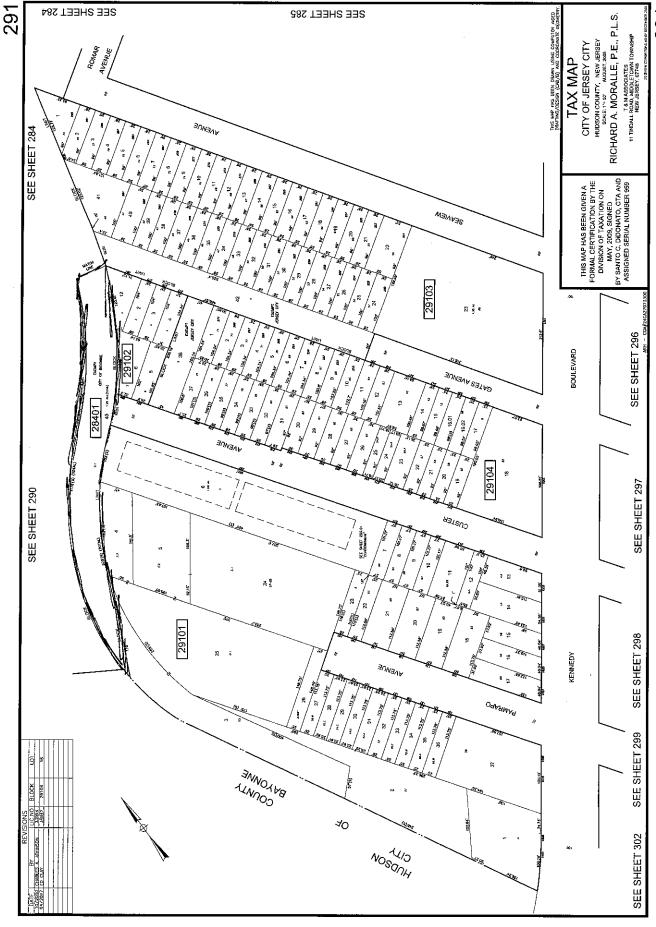
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of February 23, 2021.

Diana H. Jeffrey, Secretary

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







PROFESSIONAL SERVICES CONTRACT NO. 20-01-RN1

THIS PROFESSIONAL SERVICES CONTRACT NO. 20-01-RN1 (the "Agreement"), is entered into as of this 22nd day of January, 2020 (the "Effective Date"), by and between the JERSEY CITY REDEVELOPMENT AGENCY, a public body corporate and politic of the State of New Jersey, with offices at 66 York Street, Floor 3, Jersey City, New Jersey 07302 (the "Agency"), and T & M ASSOCIATES with offices at 1455 Broad Street, Suite 250, Bloomfield, New Jersey 07003 (the "Consultant"; together with the Agency, the "Parties"; each, a "Party").

WITNESSETH:

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

WHEREAS, the City and the Agency have determined to undertake a project to redevelop certain properties throughout the City with an aim to develop the route of the historic Morris Canal, once a freight corridor that connected the Delaware and Hudson Rivers, into a 111-mile continuous pedestrian and bicycle trail (the "Morris Canal Greenway"); and

WHEREAS, the Agency requires the services of an engineering professional to design the Country Village section of the Project (the "Engineering Services"), which is located at property identified as Block 27804, Lot 13 and Block 28401, Lot 40 on the official tax map of the Jersey City; and

WHEREAS, the Consultant submitted that certain Proposal to perform the Engineering Services, dated January 16, 2020, attached hereto as <u>Exhibit A</u> (the "Proposal"); and

WHEREAS, the Agency is authorized pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. (the "LPCL") to enter into contracts, as deemed necessary for the efficient operation of the Agency; and

WHEREAS, by Resolution 20-01-16 dated January 21, 2020, attached hereto as <u>Exhibit</u> **B**, the Agency's Board of Commissioners authorized execution of a professional services contract with the Consultant to perform the Engineering Services in accordance with the Proposal; and

WHEREAS, under N.J.S.A. 40A:11-5(1)(a)(i) of the LPCL, contracts for which the subject matter consists of professional services may be awarded without competitive bidding.

NOW, THEREFORE, the Agency and the Consultant, for the consideration and under the conditions hereinafter set forth, the sufficiency and receipt of which are hereby acknowledged, do agree as follows:

<u>SECTION 1 – PURPOSE</u>

The above recitals are hereby incorporated by reference into this Agreement, as if set forth in full. The purpose of this Agreement is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with the Consultant's providing of the Services.

SECTION 2 – SCOPE OF SERVICES: PERFORMANCE

- A. The Consultant shall perform the Engineering Services and shall prepare all deliverables as outlined in and in accordance with the Proposal.
- B. The Consultant's performance of the Engineering Services shall not be materially different from or more or less extensive than as specified in the Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and the Consultant in accordance with Section 3 herein.
- C. In performing the Engineering Services, the Consultant shall operate as and have the status of an independent contractor and shall not be deemed an agent or employee of the Agency. As an independent contractor, the Consultant shall be solely responsible for determining the means and methods of performing the Services.
- D. The Consultant shall perform the Engineering Services in a manner consistent with: (1) that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and (2) all applicable federal, state, or local statutes, regulations, ordinances, or guidance documents issued by any regulatory agency with appropriate jurisdiction.
- E. The Consultant shall provide to the Agency a detailed, written schedule for performance of the Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables.
- F. The Consultant shall provide monthly progress reports to the Agency describing at a minimum the work performed, anticipated upcoming tasks, and any problems encountered in rendering the Services.
 - G. All Services shall be performed by licensed individuals, where applicable.

SECTION 3 – COMPENSATION AND PAYMENT

A. Compensation paid by the Agency to the Consultant for the performance of the Engineering Services shall not exceed Two Hundred Twenty-Eight Thousand, Three Hundred Twenty-One Hundred Dollars (\$228,321.00), which shall be payable in accordance with the Fee

Schedule set forth in the Proposal. Such compensation shall be inclusive of all work required to complete the Services. Such compensation shall include, and the Agency shall not be responsible for paying, any and all costs for labor, overhead and basic support services incurred by the Consultant. The Agency will not reimburse the Consultant for costs deemed by the Agency to be part of the Consultant's labor costs, overhead costs and/or basic support costs. Notwithstanding anything to the contrary in the Proposal, the Consultant shall be solely responsible for its own subcontractor, travel, meal and printing expenses, all of which are hereby deemed part of the Consultant's overhead costs.

- B. Prior to engaging in work that may exceed the scope of the Services, the Consultant shall submit to the Agency, in writing, a request to perform such additional work, detailing the nature of the work, the cost of performing such work, and the need for the additional work. The Consultant shall not proceed with any such additional work without obtaining the prior, written consent of the Agency. Any modifications of the scope of the Services that would result in increasing the not to exceed amount set forth in Section 3(A) or other material revisions to this Agreement shall require the prior authorization of the Agency's Board of Commissioners and shall in all cases be conditioned upon the availability of funds.
- C. The Consultant shall submit to the Agency monthly invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefor during the period covered thereby, in proportion to the total Services to be completed hereunder. The Consultant understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

SECTION 4 - INSURANCE

- A. The Consultant shall procure, purchase and maintain the following insurance during the term hereof. The insurance policies described herein shall be kept in force until submission of final invoices by the Consultant for all Services required hereunder.
- i. <u>Commercial General Liability Coverage</u>. The Consultant shall, at its own cost and expense, obtain and keep in force during the term of the Agreement, a policy of commercial general liability ("CGL") insurance insuring against any and all liability arising out of the Consultant's non-professional services for injuries to any person or persons and for loss or damage to the property of any person for not less than Two Million Dollars (\$2,000,000.00) per occurrence and in the general aggregate. Same shall cover without limit claims and damages of bodily injury, including personal injury, sickness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- ii. <u>Professional Liability Insurance</u>. The Consultant shall, at its own cost and expense, obtain and keep in force during the term of the Agreement a policy of professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per claim, and Two Million Dollars (\$2,000,000.00) in the aggregate.

iii. <u>Workers' Compensation Insurance</u>. The Consultant shall, at its own cost and expense, obtain and keep in force during the term of the Agreement workers' compensation insurance at amounts equal to the greater of either: (a) those amounts required statutorily in the State of New Jersey; or (b) Employer's Liability Insurance, Part II, Schedule B, securing a minimum compensation for the benefit of the employees of the Consultant with limits of not less than:

\$500,000.00 per accident for bodily injury by accident:

\$500,000.00 policy limit for bodily injury by disease; and

\$500,000.00 per employee for bodily injury by disease.

The Agency does not recognize the Consultant as its employee and will not be responsible for any workers' compensation claims filed against the Consultant. The Consultant shall have no status relative to the Agency other than that of independent contractor.

- iv. <u>Automobile Liability Coverage</u>. The Consultant shall, at its own cost and expense, obtain and keep in full force during the term of the Agreement automobile liability coverage of not less than Three Hundred Thousand Dollars (\$300,000.00) combined single limit for bodily and property damage liability ("Automobile Liability Coverage").
 - B. The following riders shall be made a part of the policies described above:
- i. The CGL and Automobile Liability Coverage policies obtained by the Consultant pursuant to this Agreement shall name the Agency and the City as additional insureds and shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on ISO Form CG 20 10 11 85 or its equivalent.
- ii. Upon execution of this Agreement, the Consultant shall provide the Agency with proof of payment of all applicable premiums together with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Agreement, and in the case of the Consultant's CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.
- iii. The presence of employees of the Agency on the Property shall not invalidate any term or condition of any of the Consultant's policies of insurance required to be purchased and maintained pursuant to this Agreement.
- iv. The policies required to be purchased and maintained pursuant to this Agreement shall <u>not</u> be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by the Consultant or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to the Consultant and to the Agency.

v. The Consultant shall procure, purchase and maintain insurance of the kinds and in the amounts herein set forth with insurance companies authorized to do business in the State of New Jersey, and rated A or better in the Best's Key Rating Guide for Property and Casualty covering all operations under this Agreement.

SECTION 5 - TERMINATION

- A. The Agency reserves the right to terminate this Agreement in whole or in part upon written notice to the Consultant of such termination and specifying, the effective date therefor. In such case, the Consultant shall continue to provide the Services as required by the Agency until the effective date provided in the termination notice.
- B. If this Agreement is terminated by the Agency pursuant to this Section 5, the Consultant shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total Services covered by this Agreement, less payments of compensation previously made, provided that the Agency shall not be responsible for any additional fees, costs, expenses or charges incurred by the Consultant as a result of such termination.
- C. All finished or unfinished documents, data, studies, and reports prepared by the Consultant under this Agreement shall be considered the Agency's property, provided, however, that the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Consultant shall provide the Agency with all such documents, data, studies, and reports upon written demand of the Agency, but the Consultant shall be permitted to retain a copy of same for its records. Notwithstanding the above, the Consultant shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Agreement by the Consultant, and the Agency may withhold any payments to the Consultant for the purpose of setoff until such time as the exact amount of damages due the Agency from the Consultant is determined.

<u>SECTION 6 – DISPUTE RESOLUTION</u>

Disputes arising under this Agreement shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation or non-binding arbitration pursuant to industry standards, prior to being submitted to any court for adjudication; the Parties shall discuss and agree on the alternative dispute mechanism to utilize. If the Parties cannot agree on any alternative dispute mechanism, they are left to their respective rights at law or in equity. Engaging in any alternative dispute resolution process shall not prevent any Party from seeking injunctive, equitable or declaratory relief in a court of competent jurisdiction as may be needed under the circumstances. All judicial proceedings pertaining to this Agreement shall be brought either in the Superior Court of New Jersey – Hudson Vicinage, or in the federal courts within the State of New Jersey, as the case may be.

SECTION 7 - INDEMNITY

The Consultant shall be liable to and hereby agrees to indemnify defend, save and hold harmless the Agency and the City of Jersey City; and their respective employees, officers, commissioners, directors and officials from any and all damages; and from costs and expenses, including reasonable legal fees and costs to which the Agency and/or the City and their respective employees, officers, commissioners, directors and officials may be subjected; or which they may suffer or incur by reason of any loss, property damage, bodily injury or death resulting from any negligent act, error, omission or willful misconduct of the Consultant or its officers, employees, contractors or agents in the performance of this Contract.

SECTION 8 – TERM

This Agreement shall terminate one (1) year after the effective date of the contract or upon completion of the Engineering Services contemplated in the Proposal, whichever is earlier, unless terminated before such termination date in accordance with Section 5 herein.

SECTION 9 - POLITICAL CONTRIBUTION DISCLOSURE

This Agreement has been awarded to the Consultant based on its merits and abilities to provide the professional Services described herein and in accordance with applicable law. The Consultant shall comply with the provisions of the City of Jersey City's Pay-to-Play Reform Ordinances, including Ordinance No. 08-128, attached hereto as **Exhibit C**.

SECTION 10 - ADDITIONAL TERMS AND CONDITIONS

This Agreement is subject to and incorporates the provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1.1 et seq., with pertinent provisions attached hereto as <u>Exhibit D</u>, and pertinent provisions of the New Jersey Law Against Discrimination respecting public contracts, N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, with all amendments thereto, attached hereto as <u>Exhibit E</u>.

SECTION 11 - CONFIDENTIALITY

In the course of performing the Services, the Consultant may gain access to nonpublic and confidential information. The Agency requires the Consultant to maintain the confidentiality of such information both during and after Consultant's performance hereunder. The Consultant shall implement appropriate procedures to ensure the protection of all such information.

SECTION 12 - ENTIRE CONTRACT

This Agreement and all exhibits attached hereto constitute the entire agreement between the Agency and the Consultant with respect to the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications or representations of agreement, whether written or oral, with respect to the subject matter thereof. There have been and are no covenants, representations, restrictions or agreements other than those herein expressed.

SECTION 13 – TITLES AND HEADINGS

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14 - COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument. Facsimile or PDF format signatures shall be deemed to be originals.

SECTION 15 – NOTICES

Any written notices required or desired hereunder shall be addressed to the respective Parties at the addresses above set forth, or such other address which may be designated in writing.

SECTION 16 - CONFLICTS

In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this Agreement and the terms and conditions of the Proposal, the terms and conditions of this Agreement shall control.

SECTION 17 – APPLICABLE LAW

The Consultant acknowledges that it has complied with Affirmative Action/Equal Employment Opportunity, Pay-to-Play and business registration requirements and that all required forms in connection therewith are on file with the Agency. This Agreement shall be governed and construed under and in accordance with the laws of the State of New Jersey, including without limit the LPCL.

SECTION 18 - SEVERABILITY

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

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Agency and the Consultant have entered into this Agreement as of the Effective Date.

WITNESS:	T&M ASSOCIATES
Shirley Prosto	Ву:
Name: \)	Name: Robert R. Keady, Jr.
•	Title: Vice President
WITNESS:	JERSEY CITY REDEVELOPMENT AGENCY
Name: Jesamil Loceno	By: 194 Harry Diana Jeffrey
20-0	Executive Director

EXHIBIT A

PROPOSAL FOR ENGINEERING SERVICES DATED JANUARY 16, 2020



YOUR GOALS, OUR MISSION.

JCRAOH-16002

January 16, 2020 Vio emoil

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

- 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.
- 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 <u>digital deliverable</u> 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).



Country Village Site – Morris Canal Greenway
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January 16, 2020

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.
- 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.
- 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.



Country Village Site – Morris Canal Greenway Page | 3 January 16, 2020

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 NJ.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.



Country Village Site -- Morris Canal Greenway
Page | 4
January 16, 2020

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:
 - 1. Trail Profile and Typical Sections:
 - j. Signage and Striping Plan;
 - k. Landscape & Lighting Plan;
 - I. Construction Details Plan:
 - m. Maintenance and Protection of Traffic Plan; and
 - n. Soll 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



Country Village Site – Morris Canal Greenway Page | 5 January 16, 2020

<u>Task 5 – Final Design/Construction Plans & Specs 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
Task 4A - Cultural Resource Survey Subconsultant -Hunter Research	\$19,271.00
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 NJ.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 NJ.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 NIDEP determine that an individual permit is required for
 this project, a separate scope and fee will be provided to the JCRA.
- <u>Unanticipated</u> 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.



Country Village Site – Morris Canal Greenway Page | 6 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 IR., PE, CME

VICE PRESIDENT, OPERATIONS MANAGER

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

Attachment

Cc: Victoria Bonnérs, JCRA - <u>VBonners@icni.org</u>
Jennifer Taylor, BRS - <u>itaylor@brsinc.com</u>

G:\Projects\UCRA\#Proposals\16002\Draft Material\Morris Canal Greenway\Jeffrey_RRK_Country Village Site Morris Canal Greenway.docx

EXHIBIT B

JERSEY CITY REDEVELOPMENT AGENCY BOARD OF COMMISSIONERS RESOLUTION NO. 20-01-RN1

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 26704, LOTS 4 & 5, BLOCK 27804, LOT 13, BLOCK 28401, LOT 40, BLOCK 21510, LOT 2 AND BLOCK 21501, LOT 18, 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 26704, Lots 4 & 5; Block 27804, Lot 13; Block 28401, Lot 40; Block 21510, Lot 2; and Block 21501, Lot 18 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,

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

RECO	RD OF COM	IMISSIO	NERS VOTE	
NAME	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown				
Douglas Carlucci				
Erma D. Greene				
Evelyn Jones				
Darwin R. Ona				
Denise Ridley				
Daniel Rivera				

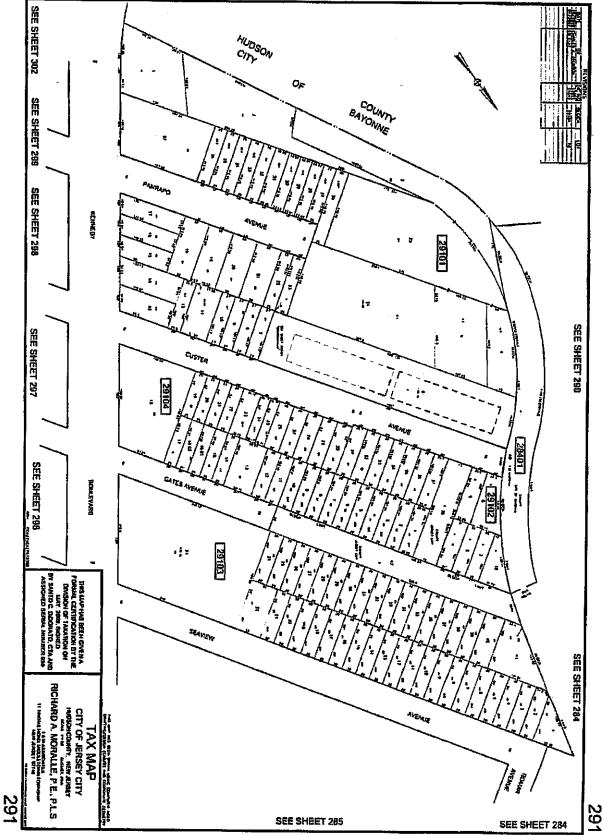


EXHIBIT C

CITY OF JERSEY CITY PAY-TO-PLAY ORDINANCE 08-128

EXHIBIT D

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or worker's representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with *N.J.A.C.* 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to *N.J.A.C.* 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression,

disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code at N.J.A.C.</u> 17:27.

EXHIBIT E

STATUTE PROHIBITING DISCRIMINATION IN PUBLIC CONTRACTS

The following provisions of N.J.S.A. 10:2-1 et seq. are incorporated herein:

Every contract for or on behalf of the State or any county or municipality or other political subdivision of the State, or any agency of or authority created by any of the foregoing, for the construction, alteration or repair of any public building or public work or for the acquisition of materials, equipment, supplies or services shall contain provisions by which the contractor agrees that:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

T&MASSO-01

KGODWIN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER				CONT	CT	· · · · ·			
Ames & Gough 8300 Greensboro Drive				PHONE (A/C, N	o, Exi); (703) i	827-2277	FA	č, _{Na):} (703)	827-2279
Sulte 980 McLean, VA 22102				EMALE	ss; admin@	amesgoug	h.com	D, 110/1-1-7	721 2210
MCLESS, VA ZZIDZ					(N	SURER(S) AFFO	RDING COVERAGE		NAIC #
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INSURED				INSURE	Re; Travelers	indemnity Con	pany of Connecticut A	++ (Superior)	25682
T&M Associates							Surplus Lines Compa		
11 Tindali Road Middletown, NJ 97748							surance Company		25615
				INSURE	RE:Lexing	ton Insurar	ce Company A, 3	XV	19437
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CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED ON SEPTEMBER 3, 2008

PART I - Vendor Affirmation

M10 1 2 3	edgeable of the circumstances, does hereby certify that
T OTAL 1 1930 CIG 103	Me of hyginage entited becamet and a
continuations in the One-year demod breced	ting tune 2020 /data (Star Comment)
awards contract) that would be deemed to be	Violations of Section One of the City of Towns City
Contractor Pay-to-Play Reform Ordinance 08	3-128 (attached hereto) and that would bar the award
of this contract. I further certify that during the	he term of the contract T&M Associates
(name of business entity) will not make any re	eportable contributions in violation of Ordinance 08-
128.	chorgone confineding in Aloration of Culturance 08-
•	
PART II - Signature and Attestation:	•
The undersigned is fully aware that if I have t	misrepresented in whole or part this affirmation and
certification, I and/or the business entity, will	be liable for any penalty permitted under law.
	or mario for any penalty penaltica under 18W.
	•
Name of Business Entity: T&M As	sociates
Name of Business Entity: T&M As	ssociates
Name of Business Entity: T&M As Signed	
Signed	Title: Vice President
Signed	Title: Vice President
Signed	Title:Vice PresidentDate:6/5/2020
Signed	Title:Vice PresidentDate:6/5/2020
Signed	Title: Vice President Date: 6/5/2020 Printley Proceeds (Affiant) Shir)ey Projecto Advisor, Assistant
Signed Print Name Robert R. Keady Subscribed and sworn before me this day of Mana 2000. My Commission expires: SHIRLEY PROJETTO	Title:Vice PresidentDate:6/5/2020
Signed Print Name Robert R. Keady Subscribed and sworn before me this day of Me 2000. My Commission expires: SHIRLEY PROJECTO NOTARY PUBLIC	Title: Vice President Date: 6/5/2020 Printley Proceeds (Affiant) Shir)ey Projecto Advisor, Assistant
Signed Print Name Robert R. Keady Subscribed and sworn before me this day of Mana 2000. My Commission expires: SHIRLEY PROJETTO	Title: Vice President Date: 6/5/2020 Printley Proceeds (Affiant) Shir)ey Projecto Advisor, Assistant

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.

GAWPDOCS\IRENTE\Pay to FlayAray-to-Flay Cartification following Ord. 69-128,wyd

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING RE-DESIGNATION OF TEAM WALKER, INC. AS REDEVELOPER OF CERTAIN PROPERTY LOCATED UPON BLOCK 20102, LOT 40, COMMONLY KNOWN AS 397 COMMUNIPAW AVENUE WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

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

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

WHEREAS, pursuant to Resolution No. 16-08-12, Team Walker, Inc. (the "Redeveloper") was originally designated as the redeveloper on August 16, 2016 of certain property located within the Morris Canal Redevelopment Area identified on the official tax maps of the City as Block 20102, Lot 40, commonly known as 379 Communipaw Avenue (the "Property"); and

WHEREAS, pursuant to Resolution No. 18-05-20, the Redeveloper's designation was renewed through the end of 2018 at which time the designation lapsed; and

WHEREAS, in accordance with the Redevelopment Plan, the Redeveloper now proposes to construct a four story addition including classrooms on the top three stories with commercial retail space on the first floor to conduct social programs (the "Project"); and

WHEREAS, the Jersey City Redevelopment Agency ("<u>JCRA</u>") wishes to re-designate the Redeveloper as redeveloper of the Property to allow for the entry into a Redevelopment Agreement.

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

- 1. The above recitals are incorporated by reference as if fully set forth herein.
- 2. Team Walker, Inc. is hereby designated as the Redeveloper of the Property for a period of one hundred and eighty (180) days from the date hereof, ending on August 22, 2021 unless extended for a period of not more than thirty (30) days by the Executive Director in her sole discretion.

- 3. If, by August 31, 2021, or such later date as established by the Executive Director in accordance with Section 2 hereof, the Agency and the Redeveloper have not executed a mutually acceptable Redevelopment Agreement, the designation of Team Walker, Inc. as Redeveloper of the Property shall automatically expire without any need for any further action of the JCRA.
- 4. The Chairman, Vice Chairman, Secretary and/or Executive Director are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.
- 5. This Resolution shall take effect immediately upon adoption.

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 Special Meeting of February 23, 2021.

Diana H. Jeffrey, Secretary

RE	CORD OF COM	MISSIONER	S VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				,
Douglas Carlucci	J			
Erma D. Greene				
Evelyn Jones	/			
Darwin R. Ona	./			
Denise Ridley	V			
Daniel Rivera	- V			

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH CAPRIHOUSE, LLC FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 12903, LOT 13, COMMONLY KNOWN AS 4 MERCER STREET, LOCATED WITHIN THE SCATTER SITE REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") was established by 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 amended and supplemented (the "Redevelopment Law"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

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

WHEREAS, Caprihouse, LLC (the "Redeveloper") owns certain property located within the Redevelopment Area identified on the official tax maps of the City as Block 12903, Lot 13, commonly known as 4 Mercer Street (the "Property"); and

WHEREAS, on January 19, 2021, the Agency adopted Resolution No. 21-01-17 conditionally designating the Redeveloper as redeveloper of the Property; and

WHEREAS, the Redeveloper proposes to develop, finance and construct on the Property a four bedroom, four bathroom single family brownstone home (the "Project"); and

WHEREAS, the Agency now wishes to authorize the execution of a redevelopment agreement (the "Redevelopment Agreement") for the Project to be constructed on the Property, all as further described in the Redevelopment Agreement and in accordance with the Redevelopment Plan,

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

- **Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.
- **Section 2.** The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with Counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with Counsel.
 - **Section 3.** This Resolution shall take effect immediately.

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 Special Meeting on February 23, 2021.

Diana H. Jeffley Secretary

RECO	RD OF COM	IMISSIO	NERS VOTE	
<u>NAME</u>	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown				1
Douglas Carlucci	/			
Erma D. Greene				/
Evelyn Jones	/			
Darwin R. Ona	/			
Denise Ridley	/			
Daniel Rivera	1			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING EXECUTION OF A PROFESSIONAL SERVICES CONTRACT WITH ENGENUITY INFRASTRUCTURE LLC FOR LAND SURVEYING SERVICES AT PROPERTY IDENTIFIED AS BLOCK 25604, LOT 8, COMMONLY KNOWN AS 185 DWIGHT STREET, WITHIN THE TURNKEY REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") is a public body established by the City of Jersey City (the "City") 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 surveying services for Agency-owned property from time to time; and

WHEREAS, the Agency owns certain property identified on the City's tax maps as Block 25604, Lot 8, commonly known as 185 Dwight Street (the "Property"), within the Turnkey Redevelopment Area, an area in need of redevelopment designated by the City pursuant to the Redevelopment Law; and

WHEREAS, the Agency desires to obtain a boundary survey (with property markers) of the Property (the "Survey") to determine the precise boundaries of the Property; and

WHEREAS, pursuant to the Local Public Contracts Law, *N.J.S.A.* 40A:11-1 *et seq.* (the "**LPCL**"), the Agency has the power to award contracts necessary for the efficient operation of the Agency; and

WHEREAS, the Agency received a proposal (the "Proposal") from ENGenuity Infrastructure LLC (the "Surveyor"), on file with the Agency to prepare the Survey; and

WHEREAS, the Agency has reviewed the Proposal and finds the tasks and effort outlined reasonable, and the price fair and equitable; and

WHEREAS, the Agency wishes to enter into a contract with the Surveyor to prepare and deliver the Survey (the "Contract") for an amount not to exceed \$3,375.00, payable in accordance with the rates set forth in the Proposal; and

WHEREAS, on August 18, 2020, by Resolution No. 20-08-1, the Agency qualified Surveyor to perform professional engineering services in all project areas; and

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

WHEREAS, the Agency certifies that funds are available for the costs of the Contract; and

WHEREAS, the Surveyor has completed and submitted a Certification of Compliance with City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted September 3, 2008,

WHEREAS, notice of the award of the 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 the Surveyor to prepare and deliver a Survey of the Property, payable in accordance with the Proposal, for a total amount not to exceed \$3,375.00, subject to the terms and conditions of the Agency's form professional services agreement.
- **Section 3.** The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute the Contract, together with such additions, deletions and/or modifications as deemed necessary in consultation with counsel, and any and all other documents necessary to effectuate this Resolution, in consultation with counsel.
- **Section 4.** The Chairman, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate the Contract and this Resolution, all in accordance with the LPCL.
 - **Section 5.** This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of February 23, 2021.

Diana H. Jeffrey, Secretary

RECO	RD OF COM	4MISSION	ERS VOTE	
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown				./
Douglas Carlucci	J			V
Erma D. Greene	*	-		1
Evelyn Jones	J			•
Darwin R. Ona	J			
Denise Ridley	7.			
Daniel Rivera				

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE ACCOUNTS/INVOICES PAYABLE LIST AS OF FEBRUARY 23, 2021

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment
Agency have received copies of the Accounts/Invoices Payable List as of February 23,
2021

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of be February 23, 2021 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 February 23, 2021

RI	ECORD OF CO	MMISSION	ERS VOTE	
<u>NAME</u>	AYE	NAY	<u>ABSTAIN</u>	ABSENT
Donald R. Brown				1
Douglas Carlucci	V	-		
Evelyn Jones	1			
Erma D. Greene				./
Darwin R. Ona	1			
Denise Ridley				
Daniel Rivera	/			

Vendor Name	Due Date	invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Discount Expires On	nt s On Net Amount Due
66 YORK STREET, LLC 66 YORK STREET, LLC 66 YORK STREET, LLC	2/23/2021	2/1/2021 2/1/2021	March 2021 March 2021	Electric Utility Payment - 66 York St Operating Expenses - 66 York St	\$648.52		1
66 YORK STREET, LLC	2/23/2021	2/1/2021	March 2021	Office Rent - 66 York St	\$10,027.54	\$0.00	\$10,027.54
				Totals for 66 YORK STREET, LLC: 3 invoice(s) listed.	\$10,950.00	\$0.00	\$10,950.00
ADVANCED SCAFFOLD SERVICES LLC ADVANCED SCAFFOLD SERVICES I 2/23/2021	S LLC I 2/23/2021	1/31/2021	January	Scaffold Services at 84 Sip Avenue	\$15,553.69	80.00	\$15,553.69
			Totals for A	Totals for ADVANCED SCAFFOLD SERVICES LLC: 1 invoice(s) listed.	\$15,553.69	\$0.00	\$15,553.69
AFLAC AFLAC	2/23/2021	1/1/2021	548931	Employee Deductions per Payroll	\$1,006.20	\$0.00	\$1,006.20
				Totals for AFLAC: 1 invoice(s) listed.	\$1,006.20	\$0.00	\$1,006.20
ALARM & COMMUNICATION TECHNOLOGIES ALARM & COMMUNICATION TECH 2/23/2021	HNOLOGIES H 2/23/2021	1/20/2021	4398-164352	Annual Renew- Fire Alarm Monitoring 10/27	\$460.00	\$0.00	\$460.00
			Totals for ALARM	Totals for ALARM & COMMUNICATION TECHNOLOGIES: 1 invoice(s) listed.	\$460.00	\$0.00	\$460.00
Apruzzese, McDermott, Mastro & Murphy Apruzzese, McDermott, Mastro & Murpl 2/23/2021	Murphy pt 2/23/2021	12/31/2020	224786	Legal Services - Internal Employment Ending	\$122.50	80.00	\$122.50
			Totals for	Totals for Apruzzese, McDermott, Mastro & Murphy: 1 invoice(s) listed.	\$122.50	\$0.00	\$122.50
ARCHER & GREINER, P.C. ARCHER & GREINER, P.C.	2/23/2021	2/3/2021	4209575	Legal Services, 550 Johnston Avenue	\$465.00	00 08	\$465.00
ARCHER & GREINER, P.C.	2/23/2021	2/3/2021	4209572	Legal Services - General Representation	\$525.00	\$0.00	\$525.00
ARCHER & GREINER, P.C.	2/23/2021	2/3/2021	4209576 4209567	Legal Services - McMaple Holding Legal Services - LMD #13 Urban Renewal to I	\$279.00 \$8,649.00	\$0.00 \$0.00	\$279.00 \$8,649.00
ARCHER & GREINER, P.C. ARCHER & GREINER, P.C.	2/23/2021 2/23/2021	2/4/2021 2/3/2021	4209608 4209598	Legal Services - Bates Street Redevelopment Legal Services - Whitlock Mills	\$30,256.00 \$992.00	\$0.00	\$30,256.00
ARCHER & GREINER, P.C.	2/23/2021	2/3/2021	4209574	Legal Services - 342 Johnston Ave	\$310.00	\$0.00	\$310.00
				Totals for ARCHER & GREINER, P.C 7 invoice(s) listed.	\$41,476.00	\$0.00	\$41,476.00
BROWNFIELD REDEVELOPMENT SOLUTIONS BROWNFIELD REDEVELOPMENT S 2/23/2021	S 2/23/2021	12/31/2020	5084	Oversight & Mgmt Services for EPA Haz. Su	\$1,047.50	\$0.00	\$1,047.50

Net Amount Due	\$890.00 \$5,035.00 \$2,915.00 \$390.00 \$1,225.00	\$11,412.50	\$575.25 \$2,377.00 \$842.00 \$3,794.25	\$450.00	\$91.02	\$216.03 \$409.46 \$202.66 \$828.15	\$160.20	\$345.60 \$126.00 \$148.00
Discount Expires On			·	·	·	·	·	
Potential Discount	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00	\$0.00	\$0.00 \$0.00 \$0.00	\$0.00	\$0.00	\$0.00 \$0.00 \$0.00 \$0.00	\$0.00	\$0.00 \$0.00 \$0.00
Invoice Balance	\$890.00 \$5,035.00 \$2,915.00 \$300.00 \$1,225.00	\$11,412.50	\$575.25 \$2,377.00 \$842.00 \$3,794.25	\$450.00	\$91.02	\$216.03 \$409.46 \$202.66 \$828.15	\$160.20	\$345.60 \$126.00 \$148.00
Invoice Description	Oversight & Mgnt Services for EPA Petro. A Morris Canal-Greenway Implementation Plan Environmental Support Services for Grand Je Oversight & Mngt Services for EPA Revolvin Environmental Assessment- 408-420 Commun	Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS: 6 invoice(s) listed.	Environmental Services at Ocean & Dwight Totals for BROWNFIELD SCIENCE & TECHNOLOGY:	S invoice(s) listed. Replenishment of Petty Cash Totals for CASH: 1 invoice(s) listed.	Expense Reimbursement - Zoom Totals for CHRISTOPHER FIORE: 1 invoice(s) listed.	Internet Service at 665 Ocean Avenue 25 Journal Sq - Business Internet 66 York St - Business Internet and Cable Totals for COMCAST: 3 invoice(s) listed.	1 Maintenance Fee for CRYSTAL POINT CONDOMINIUM ASSOC 1 for CRYSTAL POINT CONDOMINIUM ASSOC	Dental Reimbursement - Dependent Dental Reimbursement - Self Dental Reimbursement - Self
Invoice Number	5085 5086 5087 5093 5096	Totals for BROWN	764-07.20 764-09.20 764-12.20 Totals for BR	Cash	Reimbursement	665 Ocean 25 Journal Sq 66 York	February 2021 Totals for CR	Dental Reimbursemen Dental Reimbursemen Dental Reimbursemen
Invoice Date	12/31/2020 12/31/2020 12/31/2020 12/31/2020 12/31/2020		7/31/2020 9/30/2020 12/31/2020	2/22/2021	1/27/2021	1/5/2021 1/13/2021 1/22/2021	1/13/2021	1/18/2021 2/22/2021 2/12/2021
Due Date	2/23/2021 2/23/2021 2/23/2021 2/23/2021 2/23/2021		OLOGY 2/23/2021 2/23/2021 2/23/2021	2/23/2021	2/23/2021	2/23/2021 2/23/2021 2/23/2021	ISSOC. 2/23/2021	2/23/2021 2/23/2021 2/23/2021
Vendor Name	BROWNFIELD REDEVELOPMENT S		BROWNFIELD SCIENCE & TECHNOLOGY BROWNFIELD SCIENCE & TECHNO 2/23/2 BROWNFIELD SCIENCE & TECHNO 2/23/2 BROWNFIELD SCIENCE & TECHNO 2/23/2	CASH CASH	CHRISTOPHER FIORE CHRISTOPHER FIORE	COMCAST COMCAST COMCAST COMCAST	CRYSTAL POINT CONDOMINIUM ASSOC. CRYSTAL POINT CONDOMINIUM A 2/23/2	DIANA JEFFREY DIANA JEFFREY DIANA JEFFREY DIANA JEFFREY

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Dis	Discount Expires On	Net Amount Due
				Totals for DIANA JEFFREY: 3 invoice(s) listed.	\$619.60	\$0.00	!	\$619.60
DRESDNER ROBIN ENVIRON MGMI DRESDNER ROBIN ENVIRON MGMI DRESDNER ROBIN ENVIRON MGMI	MT 2/23/2021 2/23/2021	1/19/2021	17155 17154 Totals	Professional Environmental Services- Berry L Professional Environmental Services- Berry L Totals for DRESDNER ROBIN ENVIRON MGMT: 2 invoice(s) listed.	\$1,880.50 \$1,620.00 \$3,500.50	\$0.00	1	\$1,880.50 \$1,620.00 \$3,500.50
ELIZABETH VASQUEZ ELIZABETH VASQUEZ	2/23/2021	1/28/2021	Reimbursement	Expense Reimbursement - Aatrix eFile Syste Totals for ELIZABETH VASQUEZ: 1 invoice(s) listed.	\$65.67	\$0.00	1	\$65.67
ENGENUITY INFRASTRUCTURE, LLC ENGENUITY INFRASTRUCTURE, L 2/ ENGENUITY INFRASTRUCTURE, L 2/	LC 2/23/2021 2/23/2021	1/31/2021	1-SI-470 1-SI-475 70tals f	Boundary Survey - MLk Drive & Stegman Boundary Survey - 199 Stegman Street Fotals for ENGENUITY INFRASTRUCTURE, LLC: 2 invoice(s) listed.	\$7,065.00 \$1,255.00 \$8,320.00	\$0.00	ı	\$7,065.00 \$1,255.00 \$8,320.00
EVENING JOURNAL ASSOCIATION EVENING JOURNAL ASSOCIATION	N 2/23/2021	1/31/2021	0002649218 Total	Miscellaneous Legal Advertising Totals for EVENING JOURNAL ASSOCIATION: 1 invoice(s) listed.	\$130.19	\$0.00	ı	\$130.19 \$130.19
FEDERAL EXPRESS FEDERAL EXPRESS	2/23/2021	1/16/2021	7-240-03896	Overnight Deliveries Totals for FEDERAL EXPRESS: 1 invoice(s) listed.	\$86.59	\$0.00	i	\$86.59
FUSION CREATIVE FUSION CREATIVE	2/23/2021	12/4/2020	3076	Quarterly Billing Cycle 01/01/2021 - 03/31/20 Totals for FUSION CREATIVE: 1 invoice(s) listed.	\$900.00	\$0.00	ı	\$900.00
GLUCK WALRATH LLP GLUCK WALRATH LLP GLUCK WALRATH LLP GLUCK WALRATH LLP GLUCK WALRATH LLP	2/23/2021 2/23/2021 2/23/2021 2/23/2021	1/28/2021 1/28/2021 1/28/2021 1/28/2021	465 466 468 469	Legal Services - APRA Legal Services - 332 Whiton Street Legal Services - 201 New York Avenue Legal Services - 92-94 Stegman Street	\$245.00 \$1,100.00 \$3,592.50 \$735.00	\$0.00 \$0.00 \$0.00 \$0.00		\$245.00 \$1,100.00 \$3,592.50 \$735.00

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Discount Expires On	Net Amount Due
GLUCK WALRATH LLP	2/23/2021	1/28/2021	470	Legal Services - 97-99 Dwight Street	\$595.00	\$0.00	\$595.00
GLUCK WALRATH LLP	2/23/2021	1/28/2021	473	Legal Services - 454 Palisade Avenue	\$550.00	\$0.00	\$550.00
GLUCK WALRATH LLP	2/23/2021	1/28/2021	476	Legal Services - 51 Crescent Avenue	\$87.50	\$0.00	\$87.50
GLUCK WALRATH LLP	2/23/2021	1/28/2021	477	Legal Services - Whitlock Mills	\$330,00	\$0.00	\$330.00
GLUCK WALRATH LLP	2/23/2021	1/28/2021	478	Legal Services - Sci Tech Scity	\$1,430.00	\$0.00	\$1,430.00
GLUCK WALRATH LLP	2/23/2021	1/28/2021	479	Legal Services - Green on Pine	\$27.50	\$0.00	\$27.50
GLUCK WALRATH LLP	2/23/2021	1/28/2021	480	Legal Services - Re 182 Hancock	\$429.50	\$0.00	\$429.50
GLUCK WALRATH LLP	2/23/2021	1/28/2021	947	Legal Services- 9 Myrtle Avenue MDW	\$687.50	\$0.00	\$687.50
				Totals for GLUCK WALRATH LLP: 12 invoice(s) listed.	\$9,809.50	\$0.00	\$9,809.50
HUDSON COUNTY REGISTER							
HUDSON COUNTY REGISTER	2/23/2021	1/12/2021	101809	Recording Fee - 829-843-Garffeld	\$33.00	\$0.00	\$33.00
			F	Totals for HUDSON COUNTY REGISTER: 1 invoice(s) listed.	\$33.00	\$0.00	\$33.00
HYDROTECHNOLOGY CONSULTANTS INC	-		ļ				
HYDROTECHNOLOGY CONSULTA	2/23/2021	2/11/2021	5838	Environmental Services - Site Investigation 1	\$5,240.13	\$0.00	\$5,240.13
			Totals for HYDI	Totals for HYDROTECHNOLOGY CONSULTANTS INC: 1 invoice(s) listed.	\$5,240.13	80.00	\$5,240.13
INSTITUTE FOR PROFESSIONAL DEVELOPMENT (IPD)	DEVELOPME	NT (IPD)					
INSTITUTE FOR PROFESSIONAL DE 2/23/2021	2/23/2021	1/11/2021	January 2021	Ethics - A Case Study Webinar	\$50.00	\$0.00	\$50.00
		Totals	for INSTITUTE FOR I	Totals for INSTITUTE FOR PROFESSIONAL DEVELOPMENT (IPD): 1 invoice(s) listed.	\$50.00	\$0.00	\$50.00
JC CONTRACTING INC							
JC CONTRACTING INC	2/23/2021	10/29/2020	3053	Sidewalk Repair at 332 MLK Drive	\$56,964.00	\$0.00	\$56,964.00
				Totals for JC CONTRACTING INC: 1 invoice(s) listed.	\$56,964.00	80.00	\$56,964.00
JC MUNICIPAL UTILITIES AUTHORITY	arry						
JC MUNICIPAL UTILITIES AUTHORI JC MUNICIPAL UTILITIES AUTHORI	2/23/2021 2/23/2021	12/31/2020 1/1/2021	665 Ocean 36-44 Aetna	Water & Sewer - 665 Ocean Ave - 303063485 Water & Sewer - 36-44 Aetna St - 303022333	\$204.64 \$587.63	\$0.00 \$0.00	\$204.64
			Totals for	Totals for JC MUNICIPAL UTILITIES AUTHORITY: 2 invoice(s) listed.	\$792.27	\$0.00	\$792.27
JERSEY CITY DEPT. OF PUBLIC WORKS	VORKS						
JERSEY CITY DEPT. OF PUBLIC WOI 2/23/2021	1 2/23/2021	1/26/2021	m	Redevelopment Gas Usage - Aug. 2020 - Dec	\$56.91	\$0.00	\$56.91

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Di	Discount Expires On	Net Amount Due
			Totals for JI	Totals for JERSEY CITY DEPT. OF PUBLIC WORKS: 1 invoice(s) listed.	\$56.91	\$0.00		\$56.91
JESAMIL LOZANO JESAMIL LOZANO	2/23/2021	2/22/2021	Dental Reimburseme	Dental Reimbursemen Dental Reimbursement - Self	\$55.00	\$0.00		\$55.00
				Totals for JESAMIL LOZANO; 1 invoice(s) listed.	\$55.00	\$0.00		\$55.00
17	F PC	9	ļ					
	2/23/2021 2/23/2021	1/8/2021	19276 19277	Legal Services- Employment Issues -Period E Legal Services - JCRA v Crazy Greek- Period	\$577.50 \$157.50	\$0.00 \$0.00		\$577.50 \$157.50
KINNEY LISOVICZ REILLY & WOLF KINNEY LISOVICZ REILLY & WOLF	2/23/2021 2/23/2021	1/8/2021 1/8/2021	19278 19279	Legal Services - JCRA v Urban League- Perio Legal Services-General Representation-Period	\$682.50 \$1,015.00	\$0.00		\$682.50
			Totals for	Totals for KINNEY LISOVICZ REILLY & WOLFF PC: 4 invoice(s) listed.	\$2,432.50	\$0.00		\$2,432.50
Law Offices of Wanda Chin Monahan, LLC	an, LLC							
Law Offices of Wanda Chin Monahan, L 2/23/2021	2/23/2021	2/5/2021	1257	Legal Services - Hampshire / Boraie	\$87.50	\$0.00		\$87.50
			Totals for L	Totals for Law Offices of Wanda Chin Monahan, LLC: 1 invoice(s) listed.	\$87.50	80.00		\$87.50
LM PLAZA 4A PARKING LLC								
LM PLAZA 4A PARKING LLC LM PLAZA 4A PARKING LLC	2/23/2021 2/23/2021	2/1/2021 2/1/2021	4833 4846	Monthly Rent Februray 2021 Monthly Rent March 2021	\$1,047.84	\$0.00		\$1,047.84
				Totals for LM PLAZA 4A PARKING LLC: 2 invoice(s) listed.	\$5,926.16	\$0.00		\$5,926.16
MCMANIMON, SCOTLAND & BAUMANN, LLC	IANN, LLC							
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178155	Legal Services- Berry Lane Park	\$2,030.00	\$0.00		\$2,030.00
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178156	Legal Services - 125 Monitor Street	\$13,392.00	\$0.00		\$13,392.00
MCMANIMON, SCOTLAND & BAU MCMANIMON, SCOTLAND & BAU	2/23/2021	1/23/2021	178158	Legal Services - Argent venture/Johnson Vie Legal Services - 25 Journal Square / Pathside	\$3,193.00	\$0.00 \$0.00		\$3,193.00
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178159	Legal Services - Aetna Monmouth	\$3,038.00	\$0.00		\$3,038.00
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178162	Legal Services- 829 Garfield Avenue	\$7,812.00	\$0.00		\$7,812.00
MCMANIMON, SCOTLAND & BAU MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178163	Legal Services - Newark Avenue Legal Services - General Counsel	\$2,502.50	\$6.00		\$2,502.50
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178166	Legal Services- Liberty Harbor North Tramz-F	\$2,398.50	\$0.00		\$2,398.50
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178167	Legal Services - HCST Betz Community Cent	\$5,813.10	\$0.00		\$5,813.10
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178168	Legal Services- Cole St.	\$2,016.88	\$0.00		\$2,016.88
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178169	Legal Services - 360 9th St / 367 10th St	\$2,778.50	\$0.00		\$2,778.50
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178171	Legal Services - 511 washington Condos Legal Services - 500 Summit	\$2,356.00	80.00		\$2,356.00

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Disc Discount Exp	Discount Expires On	Net Amount Due
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178172	Legal Services - One Grove Street	\$6,107.00	\$0.00		\$6,107.00
MCMANIMON SCOTT AND & BATT	2/23/2021	1/23/2021	178174	Legal Services - Bayfront - Pennrose/Umni Legal Services - Bayfront - DDD Densloament	\$8,693.50	\$0.00 \$0.00		\$8,693.50
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178161	Lega Services - Daynour - Dry Development Legal Services - Namdar-Homestead matter	\$0,701.04	00.04		\$6,761.04
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178164	Legal Services - St. Lucy's	\$3,038.00	\$0.00		\$3,038.00
			Totals for MCM	Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: 19 invoice(s) listed.	\$93,332.46	\$0.00	ŀ	\$93,332.46
METLIFE								
METLIFE METLIFE	2/23/2021 2/23/2021	2/1/2021 2/1/2021	March 2021 March 2021	Deferred Salary Per Pay Period Ending Deferred Salary Per Pay Period Ending	\$450.00 \$450.00	\$0.00 \$0.00		\$450.00 \$450.00
				Totals for METLIFE: 2 invoice(s) listed.	\$900.00	\$0.00	İ	\$900.00
MOISHE'S MOVING SYSTERMS MOISHE'S MOVING SYSTERMS	2/23/2021	2/8/2021	February 2021	Storage at Day St - Rent	\$700.00	00'0\$		\$700.00
				Totals for MOISHE'S MOVING SYSTERMS:	\$700.00	80.00	ı	\$700.00
			2	1 invoice(s) listed.				2000
Nay's Cleaning Company LLC								
Nay's Cleaning Company LLC	2/23/2021	12/13/2020	32	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00		\$1,350.00
Nay's Cleaning Company LLC	2/23/2021	1/1//2021	3/	Cleaning & Supplies for 56 York Street	\$1,350.00	\$0.00		\$1,350.00
May's Cleaning Company LLC	2/23/2021	1/24/2021	30	Cleaning & Supplies for 66 Voils Street	\$1,550.00	90.00		\$1,350.00
Nav's Cleaning Company LLC	2/23/2021	2/7/2021	40	Cleaning & Supplies for 60 York Street Cleaning & Supplies for 66 York Street	\$1,350.00	00.04		\$1,350.00
Nay's Cleaning Company LLC	2/23/2021	2/14/2021	41	Cleaning & Supplies for 66 York Street	\$1,350.00	\$0.00		\$1,350.00
				Totals for Nay's Cleaning Company LLC: 6 invoice(s) listed.	\$8,100.00	\$0.00	1	\$8,100.00
NEWSPAPER MEDIA GROUP LLC								
NEWSPAPER MEDIA GROUP LLC	2/23/2021	1/9/2021	300533622	Advertising - 2020 Meetings	\$132.00	\$0.00		\$132.00
			Tota	Totals for NEWSPAPER MEDIA GROUP LLC: 1 invoice(s) listed.	\$132.00	\$0.00	ł	\$132.00
PITNEY BOWES CREDIT CORPORATIO PITNEY BOWES CREDIT CORPORAT 2/23/2021	2/23/2021	2/7/2021	1017404608	Postage Machine Rental	\$126.00	\$0.00		\$126.00
·			Totals for I	Totals for PITNEY BOWES CREDIT CORPORATIO: 1 invoice(s) listed.	\$126.00	\$0.00	i	\$126.00
POTOMAC-HUDSON ENVIRONMENTAL I POTOMAC-HUDSON ENVIRONMEN 2/23/2021	I NTAL I I 2/23/2021	2/10/2021	21.0597.14	Environmental Services - 125 Monitor	\$9,775.33	\$0.00		\$9,775.33

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Di Discount E	Discount Expires On	Net Amount Due
			Totals for PO	is for POTOMAC-HUDSON ENVIRONMENTAL I: 1 invoice(s) listed.	\$9,775.33	80.00	,	89,775.33
PROPERTY MAINTENANCE GUYS PROPERTY MAINTENANCE GUYS PROPERTY MAINTENANCE GUYS	2/23/2021 2/23/2021	1/7/2021 12/7/2020	2420 2393	Clean Out 574 Communipaw Ave. Police Station Mobilization - 574 Communipa	\$6,900.00	\$0.00		\$6,900.00 \$320.00
			Totals	Totals for PROPERTY MAINTENANCE GUYS: 2 invoice(s) listed.	\$7,220.00	80.00	•	\$7,220.00
PUBLIC SERVICE ELECTRIC & GAS	S	9			,	:		
PUBLIC SERVICE ELECTRIC & GAS PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	75-202-754-18	Gas & Electric - 407 Ocean Av. HSE Gas & Electric - 1 Berry LN FLD HSE 2	\$35.76	\$0.00 \$0.00		\$35.76
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	42-497-031-18	Gas & Electric - 25 Journal Square	\$6,287.96	\$0.00		\$6,287.96
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	72-357-633-02	Gas & Electric - 292 MLK Dr - HSE	\$18.86	\$0.00		\$18.86
PUBLIC SERVICE ELECTRIC & GAS PUBLIC SERVICE ELECTRIC & GAS	2/23/2021 2/23/2021	1/21/2021	72-357-631-08 72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 1 Gas & Electric - 292 MLK Dr - Floor 2	\$24.75	\$0.00		\$24.75
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	72-729-965-01	Gas & Electric - 665 Ocean Avenue - HSE	\$116.89	\$0.00		\$116.89
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	72-729-980-08	Gas & Electric - 665 Ocean Avenue - Office B	\$581.10	\$0.00		\$581.10
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$53.18	\$0.00		\$53.18
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$21.30	\$0.00		\$21.30
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$30.09	\$0.00		\$30.09
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$68.90	\$0.00		\$68.90
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$76.93	\$0.00		\$76.93
PUBLIC SERVICE BLECTRIC & GAS	2/23/2021	1/21/2021	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$79.38	\$0.00		\$79.38
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$52.17	\$0.00		\$52.17
PUBLIC SERVICE ELECTRIC & GAS	2/23/2021	1/21/2021	75-491-378-03	Cas & Electric - 663 Ocean Avenue - Apt. 3D Cas & Flectric - 51 Crescent Ave. Fl. 2	\$43.91	20.00 20.00 20.00		\$43.91
					1.00	00:00	•	1. C.
			Totals fo	Totals for PUBLIC SERVICE ELECTRIC & GAS: 17 invoice(s) listed.	\$7,883.84	80.00		\$7,883.84
ROBERT NAPIORSKI								
ROBERT NAPIORSKI	2/23/2021	1/6/2021	February 2021	Dental Reimbursement	\$150.00	\$0.00	'	\$150.00
				Totals for ROBERT NAPIORSKI: 1 invoice(s) listed.	\$150.00	80.00	•	\$150.00
Silagy Contracting, LLC.								
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-1	Lawn Maintenance & Trash Removal- 185 Dw	\$165.00	\$0.00		\$165.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-2	Lawn Maintenance & Trash Removal- 97-99 I	\$220.00	\$0.00		\$220.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-3	Lawn Maintenance & Trash Removal-92-94 S	\$175.00	\$0.00		\$175.00
Silvar Contracting, L.C.	1707/57/2	1/19/2021	8628-4	Lawn Maintenance & Irash Removal- 204 St	\$265.00	\$0.00 \$0.00		\$265.00
Shagy Contracting, L.C. Silagy Contracting, L.L.C.	2/23/2021 2/23/2021	1/19/2021 1/19/2021	8628-7	Lawn Maintenance & Trash Removar- 284 ML Lawn Maintenance & Trash Removal- 314 MI	\$160.00 \$155.00	90.0 9		\$160.00
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Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount Discount Expires On	Net Amount Due
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-8	Lawn Maintenance & Trash Removal- 326-3	\$240.00		\$240.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-9	Lawn Maintenance & Trash Removal- 408-4	\$275.00	\$0.00	\$275.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-10	Lawn Maintenance & Trash Removal- 199 Wc	\$185.00	\$0.00	\$185.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-14	Lawn Maintenance & Trash Removal- Manila	\$600.00	80.00	\$600.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-15	Lawn Maintenance & Trash Removal- 550 Jo	\$355.00	\$0.00	\$355.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-16	Lawn Maintenance & Trash Removal- 84 Sip,	\$195.00	\$0.00	\$195.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-17	Lawn Maintenance & Trash Removal- 80 Bay	\$320.00	\$0.00	\$320.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-18	Lawn Maintenance & Trash Removal- 174-1	\$650.00	\$0.00	\$650.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-20	Lawn Maintenance & Trash Removal- 336-3	\$205.00	\$0.00	\$205.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-22	Lawn Maintenance & Trash Removal-Johnst	\$760.00	\$0.00	\$760.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-25	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00	\$490.00
Silagy Contracting, LLC.	2/23/2021	1/27/2021	8639	Snow Removal - Various Locations	\$2,470.00	\$0.00	\$2,470.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-6	Lawn Maintenance & Trash Removal- 292 MI	\$175.00	\$0.00	\$175.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-11	Lawn Maintenance & Trash Removal- 405-4	\$165.00	\$0.00	\$165.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-12	Lawn Maintenance & Trash Removal- 665 Oc	\$240.00	\$0.00	\$240.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-13	Lawn Maintenance & Trash Removal- 51 Cre	\$175.00	\$0.00	\$175.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-19	Lawn Maintenance & Trash Removal- 34-36 (\$175.00	\$0.00	\$175.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-21	Lawn Maintenance & Trash Removal- 1054-	\$195.00	20.00	\$195.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-23	Lawn Maintenance & Trash Removal- 574 Co	\$240.00	\$0.00	\$240.00
Silagy Contracting, LLC.	2/23/2021	1/19/2021	8628-24	Lawn Maintenance & Trash Removal- 558 Co	\$275.00	80.00	\$275.00
				Totals for Silagy Contracting, LLC.: 26 invoice(s) listed.	\$9,525.00	\$0.00	\$9,525.00
T&M ASSOCIATES							
T&M ASSOCIATES	2/23/2021	6/23/2020	LAF390112	Sidewalk Repair at 332 MLK Drive	\$905.25	\$0.00	\$905.25
T&M ASSOCIATES	2/23/2021	9/14/2020	LAF393693	Sidewalk Repair at 332 MLK Drive	\$1,245.63	\$0.00	\$1.245.63
T&M ASSOCIATES	2/23/2021	11/16/2020	LAF396766	Sidewalk Repair at 332 MLK Drive	\$7,794.40	\$0.00	\$7,794.40
T&M ASSOCIATES	2/23/2021	12/8/2020	LAF397836	Sidewalk Repair at 332 MLK Drive	\$106.50	\$0.00	\$106.50
				Totals for T&M ASSOCIATES: 4 invoice(s) listed.	\$10,051.78	\$0.00	\$10,051.78
TOSHIBA FINANCIAL SERVICES	2/23/2021	2/4/2021	5012746631	Decree of the Carlotte of the Carlotte	6	() () 8	
	1 404 104 14	41 41 4041		rayment for Copiet Lease - rebruary 2021	\$1,218.19	20.00	\$1,218.19
			Tota	Totals for TOSHIBA FINANCIAL SERVICES: 1 Invoice(s) listed.	\$1,218.19	\$0.00	\$1,218.19
TSIVICOS ENTERPRISES, INC.	יניטטייייי	1000,000	ţ		1		
ISIVACOS EN IERPRISES, INC.	2/23/2021	2/12/2021	m	Engineering Services - Berry Lane Park - Skat	\$78,972.94	\$0.00	\$78,972.94
			ξ.	Totals for TSIVICOS ENTERPRISES, INC∴ 1 invoice(s) listed.	\$78,972.94	\$0.00	\$78,972.94

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
UNITED WAY OF HUDSON COUNT	2/23/2021	1/25/2021	January 2021	Case/Property Mmgt Services at 665 Ocean A	\$4,791.67	\$0.00	\$4,791.67
			Totals ft	Totals for UNITED WAY OF HUDSON COUNTY: 1 invoice(s) listed.	\$4,791.67	\$0.00	84,791.67
VERIZON VERIZON	2/23/2021	1/28/2021	9871976802	Agency Cell Phone Bill - December 2020	\$186.97	\$0.00	\$186.97
				Totals for VERIZON: 1 invoice(s) listed.	\$186.97	\$0.00	\$186.97
W. B. MASON CO., INC. W. B. MASON CO., INC.	2/23/2021	1/12/2021	217321841	Office Supplies	\$644.76	\$0.00	\$644.76
				Totals for W. B. MASON CO., INC.: 1 invoice(s) listed.	\$644.76	\$0.00	\$644.76
Wielkotz & Company, LLC.							
Wielkotz & Company, LLC. Wielkotz & Company, LLC.	2/23/2021 2/23/2021	2/2/2021 2/2/2021	20-00085-01122 20-00085-01204	CFO Services Rendered CFO Services Rendered	\$7,500.00 \$5,100.00	\$0.00 \$0.00	\$7,500.00 \$5,100.00
				Totals for Wielkotz & Company, LLC.: 2 invoice(s) listed.	\$12,600.00	80.00	\$12,600.00
WORKZONE, LLC WORKZONE, LLC	2/23/2021	1/25/2021	42614	Workzone License & Hosting Fee- 10/24/202	\$900.00	\$0.00	\$900.00
				Totals for WORKZONE, LLC: 1 invoice(s) listed.	\$900.00	\$0.00	8900.00
XEROX CORPORATION XEROX CORPORATION	2/23/2021	1/8/2021	012396692	Meter Usage / Printer	\$191.27	80.00	\$191.27
				Totals for XEROX CORPORATION: 1 invoice(s) listed.	\$191.27	\$0.00	\$191.27

\$428,776.24

80.00

\$428,776.24

GRAND TOTALS:

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: Yesterday (2/23/2021) Include all Post Statuses Include all Invoices Include all Vendors

Include these Banks: Provident Checking Include all Invoice Attributes Include all Vendor Attributes

2/24/2021 11:18:17 AM

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
BROWNFIELD REDEVELOPMENT SOLUTIONS BROWNFIELD REDEVELOPMENT S 2/23/2021	SOLUTIONS 2/23/2021	12/31/2020	5091	Bayfront Sustainability - Progress Report	\$1,420.00	\$0.00		\$1,420.00
			Totals for BROWN	BROWNFIELD REDEVELOPMENT SOLUTIONS:	\$1,420.00	\$0.00	•	\$1,420.00
CME ASSOCIATES	!	:			÷			
CME ASSOCIATES CME ASSOCIATES	2/23/2021 2/23/2021	1/15/2021 1/28/2021	0273619 0274563	Engineering Services - Bayfront Redevelopme Engineering Services - Bayfront Redevelopme	\$1,496.25 \$3,705.25	\$0.00 \$0.00		\$1,496.25
				Totals for CME ASSOCIATES:	\$5,201.50	80.00	•	\$5,201.50
MATRIX DESIGN GROUP, INC								
MATRIX DESIGN GROUP, INC	2/23/2021	1/18/2021	29099	Bulkhead Consulting Svcs - Bayfront	\$1,125.00	\$0.00		\$1,125.00
			- •	Totals for MATRIX DESIGN GROUP, INC:	\$1,125.00	\$0.00	•	\$1,125.00
MCMANIMON, SCOTLAND & BAUMANN, LLC	IANN, LLC							
MCMANIMON, SCOTLAND & BAU	2/23/2021	1/25/2021	178160	Legal Services - Bayfront/Honeywell	\$6,652.50	\$0.00		\$6,652.50
			Totals for MCM	Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$6,652.50	\$0.00	•	\$6,652.50
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	2/23/2021	1/19/2021	27517	Financial Advisory Services- Bayfront Redeve	\$1,035.00	\$0.00		\$1,035.00
				Totals for NW FINANCIAL GROUP, LLC:	\$1,035.00	\$0.00	•	\$1,035.00
Perkins Eastman Architects DPC								
Perkins Eastman Architects DPC	2/23/2021	1/7/2021	77960.02.0-9	Architectural Services - Bayfront Redevelopm	\$1,350.00	\$0.00		\$1,350.00
			Ή.	Totals for Perkins Eastman Architects DPC:	\$1,350.00	\$0.00	•	\$1,350.00
Wielkotz & Company, LLC.								
Wielkotz & Company, LLC.	2/23/2021	1/31/2021	20-00085-01205	CFO Services Rendered - Bayfront	\$450.00	\$0.00	•	\$450.00
				Totals for Wielkotz & Company, LLC.:	\$450.00	\$0.00	•	\$450.00
				GRAND TOTALS:	\$17,234.00	80.00		\$17,234.00

Jersey City Redevelopment Agency

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: Yesterday (2/23/2021)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include all Vendors
Include all Vendors
Include all Vendor Attributes
Include all Vendor Attributes

Cash Requirements Report

2/24/2021 11:18:17AM

Special Meeting February 23, 2021

AGENDA

INFORMATIONAL ITEMS:

Journal Square 2060 Redevelopment Area: On April 21, 2020, the Board of Commissioners adopted Resolution 20-04-09 conditionally designating Ironstate Development, LLC (the "Redeveloper") as redeveloper of property identified as Block 10602, Lots 10, 11, 12, 13, 14, 15, and 16 on the official tax maps of the City, commonly known as 150-164 Sip Avenue and 28 Tonnele Avenue. On February 2, 2021, the Redeveloper advised the Agency that it has elected not to pursue the proposed project.

IRONSTATE DEVELOPMENT LLC 50 WASHINGTON STREET Phone (201) 963-5200

David Barry dbarry@urby.com

February 2, 2021

VIA EMAIL

Diana H. Jeffrey, Esq. Executive Director Jersey City Redevelopment Agency 66 York Street, 3rd Floor Jersey City, NJ 07302 Email: djeffrey@jcnj.org

Nicholas A. Chiaravalloti, J.D., Ed.D. Vice President Hudson County Community College 70 Sip Avenue Jersey City, NJ 07306 Email: nchiaravalloti@hccc.edu

RE: 168 Sip Avenue, Jersey City, NJ

Dear Ms. Jeffrey and Mr. Chiaravalloti:

I regret to inform you that after much consideration, we must advise you that we wish to terminate the status of Ironstate Development LLC as the conditional redeveloper of 168 Sip Avenue.

We have taken this step with the utmost reluctance but do not see a market for a project at this site currently a result of the impact of the COVID pandemic on the residential real estate market.

Thank you for the opportunity and we look forward to working with the JCRA and HCCC

on other projects in the future.

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Ver√truix yours,

cc. Joseph P. Baumann, Jr, Esq. John J. Curley, Esq,

Special Meeting February 23, 2021

AGENDA

INFORMATIONAL ITEMS:

West Side Avenue Redevelopment Area:

On August 18, 2020, the Board of Commissioners adopted Resolution 20-08-15 designating Phoenix Real Estate Partners LLC (the "Redeveloper") as redeveloper of property identified as Block 22102, Lots 23, 24 and 25 on the official tax maps of the City, commonly known as 311 West Side Avenue, 315 West Side Avenue and 2 Fisk Street (A/K/A 305 West Side Avenue). On January 19, 2021, the Redeveloper advised the Agency that it has elected not to pursue the proposed project.