


**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
MINUTES OF THE REGULAR REMOTE PUBLIC
MEETING OF APRIL 19, 2022**

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

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated May 17, 2022

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE JERSEY CITY REDEVELOPMENT AGENCY
APPROVING THE MINUTES OF EXECUTIVE
SESSIONS OF THE REMOTE PUBLIC MEETINGS OF
APRIL 19, 2022**

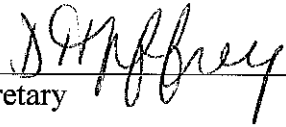
WHEREAS, the Board of Commissioners approved going into closed session at their meetings of April 19, 2022; and

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 Meetings be approved as presented.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their meeting dated May 17, 2022

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

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING
CONTRACT NO. 22-05-VB1 WITH CME ASSOCIATES FOR
ENGINEERING SERVICES IN THE BAYFRONT I
REDEVELOPMENT AREA**

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

WHEREAS, on October 10, 2018 the City adopted an ordinance authorizing public financing for the acquisition of approximately 70 acres of development lots and for the construction and oversight of public infrastructure for the first phase of redevelopment of the Redevelopment Area (the "**Phase I Public Infrastructure**"); and

WHEREAS, pursuant to that certain Cooperation Agreement authorized on October 16, 2018 by Resolution No. 18-10-04, the Jersey City Redevelopment Agency (the "**Agency**") is acting as the City's agent in connection with the redevelopment of the Redevelopment Area and is assisting in the procurement and implementation of the Phase I Public Infrastructure; and

WHEREAS, in connection with the Phase I Public Infrastructure, the Agency requires professional engineering services from an experienced and qualified firm, including but not limited to preparation, submission and revision of Open Space Design Standards ("**OSDS**") conformance drawings, coordination with sub-consultant(s) to evaluate the effect of the placement of additional soil fill on the performance of the underlying geomembrane cover in the Redevelopment Area, performance of due diligence review, rendering of value engineering services, review and preparation of infrastructure designs and performance of other related services (collectively, the "**Engineering Services**"); and

WHEREAS, the Agency previously entered into that certain Contract No. 19-05-MPN12 (as amended pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, the "**Prior Contract**") with CME Associates ("**CME**") to provide the certain engineering services, which Prior Contract is expiring on May 31, 2022; and

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

WHEREAS, the Engineering Services are professional services within the definition contained in *N.J.S.A. 40A:11-2*; and

WHEREAS, on April 12, 2022, CME submitted a proposal to the Agency (the "**Proposal**") requesting to enter into a contract and detailing the scope of professional Engineering Services anticipated during the term thereof, including tasks such as continued oversight of the surcharge program, as described in the Proposal; and

WHEREAS, the Agency wishes to enter into a new contract with CME (the "**Contract**") Contract to provide the Engineering Services as set forth in the Proposal, for a term of up to twelve (12) months commencing on June 1, 2022, or otherwise concluding upon CME's completion of the Engineering Services, whichever is earlier, for a total Contract amount not to exceed \$550,862.38. This Contract amount consists of \$71,284.88, which represents the unexpended balance of the Prior Contract for previously identified tasks that will be completed during the new Contract term, and an additional \$479,577.50 for the performance of tasks described in the Proposal, to be paid in accordance with the rates and cost breakdowns set forth in the Proposal; and

WHEREAS, CME has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledges that the Contract will prohibit CME from making any reportable contributions through the term of the Contract; and

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

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

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

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

Section 2. The Board of Commissioners hereby authorizes Contract No. 22-05-VB1, for a term of up to twelve (12) months commencing on June 1, 2022, or concluding upon CME's completion of the Engineering Services, whichever is earlier, for a total Contract amount not to exceed \$550,862.38. This Contract amount consists of \$71,284.88, which represents the unexpended balance of the Prior Contract for previously identified tasks that will be completed during the new Contract term, and an additional \$479,577.50 for the performance of tasks described in the Proposal, to be paid in accordance with the rates and cost breakdowns set forth in the Proposal, all substantially in accordance with the terms and conditions set forth in the Agency's form professional services agreement.

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

Section 4. The Agency shall publish notice of the award of the Contract in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

Section 5. 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 Regular Meeting of May 17, 2022.


Diana H. Jeffrey, Secretary

<u>RECORD OF COMMISSIONERS VOTE</u>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown				✓
Douglas Carlucci	✓			
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Daniel Rivera	✓			



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DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

Sent Via Email [DJeffrey@jcnj.org]

April 12, 2022

Jersey City Redevelopment Agency
4 Jackson Square (39 Kearny Avenue)
Jersey City, NJ 07305

Attn.: Diana H. Jeffrey
Executive Director

**Re: Bayfront Redevelopment Project
Jersey City, New Jersey
JCRA Contract No. 19-05-MPN12
CME Job No.: PJC00503.01**

Dear Ms. Jeffrey:

Pursuant to our discussions with Glenn Stock of Stock Development and based on past requests by the Jersey City Redevelopment Agency (JCRA), we have prepared the following proposal to address additional work that was required to be performed by CME due to schedule delays beyond our control on the above-mentioned project. Please find a description of this work, the proposed schedule and our estimated cost-to-complete below for your review and consideration.

This project was authorized to begin in late March 2021. At the onset of the project, the contractor, Sanzari, prepared shop drawing submittals, which included test results of potential embankment materials to meet the requirements for environmental and geotechnical design considerations. Due to several unacceptable material test results, delays were realized in the project schedule. As a result of these numerous rejected samples, CME had to perform additional unanticipated work as part of Task 1, Geotechnical Services – Office.

Delays in the surcharge instrumentation installation also occurred due to circumstances beyond CME's control as we worked with the equipment manufacturer and installation subcontractor during Task 2, Instrument Installation. Furthermore, Sanzari only used one rig for the majority of the subsurface explorations and instrument installation although the specifications indicated the use of two rigs to be used simultaneously on the areas north and south of the open space for greater efficiency. Sanzari focused their efforts on one half of the project site at a time, thus lengthening the project schedule. This required CME to perform additional unanticipated work to complete this phase.

After site preparation work and the completion of the instrumentation installation, the surcharge placement began in earnest in late September 2021. The original contract anticipated a 3-month surcharge placement period and a 5-month rest period. Therefore,



Ms. Diana Jeffrey
Executive Director
Bayfront Redevelopment Project, Jersey City, New Jersey
JCRA Contract No. 19-05-MPN12
April 12, 2022
Page 2 of 4

Task 3, Earthwork Monitoring of the original contract was budgeted to cover labor expenses through May 2022 (8 months in total after surcharge placement began). However, due to difficulties experienced by Sanzari in securing acceptable embankment materials, the project again experienced significant delays. Sanzari focused their efforts on one half of the project site at a time, surcharging only the area south of the open space and later moving to the north. As a result, additional unanticipated work was required by CME to monitor Sanzari's operations during Task 3. Sanzari completed surcharge placement in the area south of the open space at the end of November 2021. To date, Sanzari has not yet completed the surcharge placement in the area north of the open space.

The following table summarizes the costs of the additional unanticipated work required by CME during each Task due to the numerous project delays that were beyond CME's control. These are calculated using job to date costs through **Sunday, April 10, 2022**:

TASK 1: Geotechnical Services – Office	
Original Proposed Labor Cost:	\$101,698.00
Labor Cost Spent to Date:	\$120,401.75
Task 1 Balance:	(\$18,703.75)
TASK 2: Instrument Installation	
Original Proposed Labor Cost:	\$186,005.00
Labor Cost Spent to Date:	\$210,909.75
Task 2 Balance:	(\$24,904.75)
TASK 3: Earthwork Monitoring	
Original Proposed Labor Cost:	\$272,946.00
Labor Cost Spent to Date:	\$437,715.00
Task 3 Balance:	(\$164,769.00)
Sum of Additional Labor Costs:	(\$208,377.50)

Several weeks ago, Sanzari proposed to shut down site operations for the winter due to a lack of available materials. However, they have recently located large quantities of embankment material to use at the site. CME approved the use of 12,000 cubic yards on March 3, 2022 after reviewing the geotechnical properties as part of our approval process for the materials. Therefore, CME's work has continued despite the winter shut down proposal by Sanzari. Furthermore, since the approved material had to be removed from the supplier's site, Sanzari proposed to import the material, and to place and compact the material north of



Ms. Diana Jeffrey
Executive Director

Bayfront Redevelopment Project, Jersey City, New Jersey
JCRA Contract No. 19-05-MPN12

April 12, 2022

Page 3 of 4

the open space starting on Monday, March, 7, 2022. CME sent our staff to the site to resume performance of our full-time monitoring of these activities.

After several discussions with Mr. Stock, we agreed that reducing our involvement to a part-time role at this point is simply not feasible due to the continued proposed work activities by Sanzari as they use the rest period for the area south of the open space to secure materials and to continue placement and compaction of the approved materials in the area north of the open space. Therefore, **CME proposes to extend our overall contract with the JCRA for an additional twelve (12) months beyond our current contract duration.**

To address comments by the JCRA on the previously submitted contract modification letter, which were communicated to CME by Glenn Stock, we reviewed the list of subtasks within the first three (3) Tasks in the surcharge program. We eliminated the following subtasks which have been completed:

TASK 1: Geotechnical Services – Office

- 1. Initial Scope Assessment
- 5. Office CONAD - Shop Dwgs
- 10. Bid Phase Services

TASK 2: Instrument Installation

- 1. Modify and Finalize Instrumentation Layout
- 2. Coordinate Field Installation
- 3. Instrument Station Survey Layout
- 6. Inclinator Installation Monitoring (2 rigs)
- 7. Instrument Installation Monitoring (2 rigs)

TASK 3: Earthwork Monitoring

- 4. Monitoring of 409 CMCs and Load Transfer Platform (*REMOVED*)

Once the tasks listed above were removed, the remaining total dollar amounts for the remaining tasks were divided by the 11.50 months since project authorization to arrive at the following monthly expenditure totals:

Task 1 Monthly Average:	\$6,400.00
Task 2 Monthly Average:	\$13,400.00
Task 3 Monthly Average:	\$25,400.00
Total of Monthly Averages:	\$45,200.00



*Ms. Diana Jeffrey
Executive Director*

*Bayfront Redevelopment Project, Jersey City, New Jersey
JCRA Contract No. 19-05-MPN12*

*April 12, 2022
Page 4 of 4*

This total amount is just over 60% of CME's average monthly full-time burn rate from April 2021 through and including December 2021, which was \$72,406.75.

Therefore, using the sum total of the monthly averages from Tasks 1, 2 and 3 results in the following: \$45,200.00 per month x 6 months = \$271,200.00. CME requests an additional **\$271,200.00** to continue to provide our full-time on-site Geotechnical services with office back-up work, as needed, for the next six (6) months on the surcharge program.

Combining this amount with the additional labor costs shown previously on Page 2 results in our total request for additional authorization: **\$208,377.50 + \$271,200.00 = \$479,577.50**. Our office recommends an amendment of our contract for this additional amount, as our office continues to partner with the JCRA, Stock Development and Sanzari to complete this surcharge program. The remaining services and terms of our proposal would remain in effect.

If you have any questions or concerns regarding this matter, please do not hesitate to contact our office.

Very truly yours,
CME ASSOCIATES

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

cc: Christopher Fiore, Assistant Executive Director, JCRA [FioreC@jcnj.org]
Victoria Bonners, Assistant Project Manager, JCRA [VBonners@jcnj.org]
Glenn Stock (Stock Development Group, Inc.) [GStock@stockdevgroup.com]
Nelson Hernández, PE, LEED® AP (CME Associates)
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This total amount is just over 60% of CME's average monthly full-time burn rate from April 2021 through and including December 2021, which was \$72,406.75.

Therefore, using the sum total of the monthly averages from Tasks 1, 2 and 3 results in the following: \$45,200.00 per month x 6 months = \$271,200.00. CME requests an additional **\$271,200.00** to continue to provide our full-time on-site Geotechnical services with office back-up work, as needed, for the next six (6) months on the surcharge program.

Combining this amount with the additional labor costs shown previously on Page 2 results in our total request for additional authorization: **\$208,377.50 + \$271,200.00 = \$479,577.50**. Our office recommends an amendment of our contract for this additional amount, as our office continues to partner with the JCRA, Stock Development and Sanzari to complete this surcharge program. The remaining services and terms of our proposal would remain in effect.

If you have any questions or concerns regarding this matter, please do not hesitate to contact our office.

Very truly yours,
CME ASSOCIATES


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

cc: Christopher Fiore, Assistant Executive Director, JCRA [FioreC@jcnj.org]
Victoria Bonners, Assistant Project Manager, JCRA [VBonners@jcnj.org]
Glenn Stock (Stock Development Group, Inc.) [GStock@stockdevgroup.com]
Nelson Hernández, PE, LEED® AP (CME Associates)
Eric Robinson, PE, CME (CME Associates)

**FIRST AMENDMENT TO REAUTHORIZED AND AMENDED
CONTRACT NO. 19-05-MPN12**

THIS FIRST AMENDMENT TO THE REAUTHORIZED AND AMENDED CONTRACT NO. 19-05-MPN12 (the "First Amendment") is entered into as of the 30th day of October 2021 by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey, with offices at 4 Jackson Square, Jersey City, New Jersey 07305 (the "Agency"), and **CME ASSOCIATES**, with offices at 3141 Bordentown Avenue, Parlin, New Jersey, 08859-1162 (the "Consultant"; together with the Agency, the "Parties"; each, a "Party").

WITNESSETH:

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

WHEREAS, on October 10, 2018 the city adopted an Ordinance authorizing public financing for the acquisition of approximately 70 acres of development lots and for the construction and oversight of public infrastructure for the first phase of redevelopment of the Redevelopment Area (the "Phase I Public Infrastructure"); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Redevelopment Plan, and that certain Cooperation Agreement dated January 15, 2019, by and between the Agency and the City, the Agency requires and sought out professional engineering consulting services from an experienced and qualified firm to perform due diligence review, attend meetings, render value engineering services, review and prepare infrastructure designs and perform other related series (collectively the "Engineering Services"); and

WHEREAS, by Resolution No. 19-05-5 dated May 21, 2019, the Agency authorized execution of Contract No. 19-05-MPN12 (the "Original Contract") with the Consultant for the performance of the Engineering Services; and

WHEREAS, by Resolution 20-05-3 adopted on May 19, 2020, the Board of Commissioners of the Agency authorized the Agency to enter into that certain reauthorized and amended Contract No. 19-05-MPN12, dated June 1, 2020, with Consultant (the "Reauthorized and Amended Contract"), which reauthorized and amended the Original Contract to allow Consultant to continue to perform and complete the Engineering Services in accordance with Consultant's proposal dated May 18, 2020 (the "Engineering Proposal"); and

WHEREAS, subsequent to entering into the Reauthorized and Amended Contract with Consultant, the Agency determined it was necessary to engage a professional to prepare separate Open Space Design Standards ("OSDS"), conformance drawings, and to perform additional

surcharge/geotechnical services in connection with the redevelopment of the Redevelopment Area, including, but not limited to, soil borings, surcharge design plans, stabilization design and report, fill stockpile evaluation, and preparation of specifications and cost estimates (the "OSDS and Geotechnical Engineering Services"); and

WHEREAS, the Agency obtained a proposal from CME dated July 9, 2020 describing the phases and tasks required to complete the OSDS and Geotechnical Engineering Services and setting forth the costs to perform the OSDS and Geotechnical Engineering Services (the "OSDS and Geotechnical Engineering Proposal"); and

WHEREAS, by Resolution No. 20-07-1 adopted July 21, 2020, the Agency's Board of Commissioners authorized execution of a First Amendment to the Reauthorized and Amended Contract to include a revised contract amount for the provision of OSDS and Geotechnical Engineering Services, as set forth in, and payable in accordance with, the cost breakdown and hourly rates set forth in the OSDS and Geotechnical Engineering Proposal; and

WHEREAS, by Resolution No. 21-05-05 adopted May 18, 2021, the Agency's Board of Commissioners reauthorized and amended Contract 19-05-MPN12 with the Consultant to continue performing the Services, in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, the Consultant has submitted that certain proposal dated September 22, 2021, attached hereto as Exhibit A, proposing to perform additional OSDS revisions (the "OSDS Revisions"), describing the additional tasks required to complete the OSDS Revisions and setting forth the costs to perform the OSDS Revisions (the "OSDS Revisions Proposal"); and

WHEREAS, by Resolution No. 21-10-08, attached hereto as Exhibit B, the Agency's Board of Commissioners authorized this First Amendment (the "First Amendment") to include the OSDS Revisions and to amend the Contract to reflect an additional amount not to exceed \$15,762.00 for the OSDS Revisions, payable in accordance with the cost breakdown set forth in the OSDS Revisions Proposal; and

WHEREAS, the Parties have determined to enter into this First Amendment for the purposes of memorializing the above.

NOW, THEREFORE, for good and valuable consideration as herein set forth and as set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Agency and the Consultant do hereby agree to amend the Reauthorized and Amended Contract as follows:

1. The above recitals are hereby incorporated herein as if set forth at length.
2. Capitalized terms set forth in this First Amendment not defined herein shall have the meanings ascribed to them in the Reauthorized and Amended Contract.
3. The definition of the term "Supplemental Proposal" set forth in the Reauthorized and Amended Contract is hereby amended, to include the Engineering Proposal, the OSDS,

Geotechnical Engineering Proposal and the OSDS Revisions Proposal.

4. Section 2(B) of the Reauthorized and Amended Contract is hereby amended to include the performance of the OSDS Revisions to be performed in accordance with the OSDS Revisions Proposal, attached hereto as **Exhibit A**.

5. Section 3(A) of the Reauthorized and Amended Contract is hereby amended such that the Agency shall, in accordance with the OSDS Revisions Proposal an additional amount not to exceed \$15,762.00, which amount shall be payable in accordance with the cost breakdown set forth in the OSDS Revisions Proposal for an amended total Contract amount not to exceed \$783,077.85.

6. In the event of any conflict, ambiguity or inconsistency between the terms and conditions of this First Amendment and the terms and conditions of the OSDS Revisions Proposal, the terms and conditions of this First Amendment shall control.

7. The Reauthorized and Amended Contract, as amended by this First Amendment, is ratified and affirmed by the Parties. Except as expressly amended herein, all other terms and conditions of the Reauthorized and Amended Contract remain in full force and effect.

8. This First Amendment may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Facsimile, documents executed, scanned and transmitted electronically shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such facsimile and/or scanned having the same legal effect as original signatures.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties have entered into this First Amendment on or as of the date first above written.

WITNESS:

CME ASSOCIATES

Name:

By: _____

Name:

Title:

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

Name:

By: _____

Diana Jeffrey, Executive Director

EXHIBIT A
OSDS REVISIONS PROPOSAL



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

THOMAS W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. FLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LS, RP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

September 22, 2021

SENT VIA EMAIL [DJeffrey@icnj.org]

Jersey City Redevelopment Agency ("JCRA")
66 York Street – 3rd Floor
Jersey City, NJ 07302

Attn: Diana Jeffrey
Executive Director

**RE: Bayfront Redevelopment Project
Jersey City, New Jersey
JCRA Contract No.: 19-05-MPN12
Our File No.: PJC00503.01**

Dear Ms. Jeffrey:

We have prepared the following proposal to address out of scope tasks that our office has been directed to complete. Please find a description and our estimated cost to complete same outlined below and as detailed on the enclosed man-hour breakdowns.

As you may be aware with regard to the Open Space Design Standards ("OSDS") Revisions, our office previously prepared and submitted OSDS Conformance Drawings based on comments and input received from Honeywell/Wood. A Civil Design Package was submitted by Honeywell/Wood to the Plaintiff for area SA-6. Since the submittal of our previous proposal to address the Plaintiff's comments, our sub-consultant (Geosyntec Consultants, Inc.) was made aware that our office is considering a surcharge loading scheme that may increase the differential loads on the geomembrane cap beyond that previously considered in the Honeywell/Wood memo. It was ultimately determined that performing additional services could protect all parties involved against any potential future claims by the Plaintiff as the surcharge is placed in such close proximity to the liner. This task includes obtaining and coordinating the additional services of our sub-consultant [\$11,500.00 to be billed as a reimbursable expense] to perform a 2D analysis to calculate settlements due to the surcharge program at the site. We anticipate the following additional task(s) with regard to design phase services:

Task 1: Additional OSDS Revisions

We anticipate the above design task(s) to perform these additional services can be provided for \$15,762.00.



To: Ms. Jeffray
September 22, 2021
Page 2

Accordingly, we respectfully submit the following Professional Engineering Services cost estimates for continuation of the additional remaining design and construction administration tasks for the above referenced project:

- | | | | |
|----|---|----|-----------|
| 1. | Additional OSDS Revisions (Site Engineering) | \$ | 1,422.00 |
| 2. | Additional OSDS Revisions
(Geotechnical Services, includes the above
reimbursable expenses) | \$ | 14,340.00 |
| | Sub-Total: | \$ | 15,762.00 |

Our office recommends an amendment of our contract, as our office continues with the design and surcharge program construction administration phase services for this project.

The remaining services and terms of our proposal would remain in effect.

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

Very truly yours,

CME Associates


David J. Samuel, PE
Managing Partner

DJS/RJR/RER

Enclosure(s)

cc: Christopher Fiore, Assistant Executive Director, JCRA, SENT VIA EMAIL
[FioreC@jcnj.org]
Victoria Bonners, JCRA, SENT VIA EMAIL [VBonners@jcnj.org]
Glenn Stock, Stock Development Group, Inc., SENT VIA EMAIL
[GStock@stockdevgroup.com]

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PLC 00503.01 BAYFRONT 1 Open Space Design Standards ("OSDS") Revisions				
DESCRIPTION	PROJECT LEADER	DESIGN ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 3B002-SITE ENGINEERING						
1 Additional OSDS Revisions (See Note 1)	2	0			0	\$ 1,422.00
TOTAL HOURS	2	0	\$	\$	0	
AUTH2 IN	\$ 180.00	\$ 174.80	\$ 1.15	\$ 1.00		
TOTAL	\$ 378.00	\$ 1,044.00	\$	\$	\$ 1,422.00	\$ 1,422.00
TRAVEL HOURS						
					\$ 1,422.00	

NOTES

1. Our office previously prepared and submitted OSDS Conference Drawings based on comments and input received from Honeywell/Huot. A Civil Design Package was submitted by Honeywell/Huot to the Permit for area 8A-0. Since the submittal of our previous proposal to address the Permit's comments, our sub-consultant was made aware that CMC Associates is considering a surcharge leading schedule that may increase the differential funds on the permit/drawings cap beyond that previously considered in the Honeywell/Huot memo. This task includes obtaining and conducting the additional services of our sub-consultant to perform a 2D analysis to calculate settlements due to the surcharge program at the site. Sub-consultant (Honeywell) \$11,500.00

P/C 00500.01 BAYFRONT 1
Open Space Design Standards ("OSDS") Revisions

**CME ASSOCIATES
3141 BORDENTOWN AVE
PARLIN, NJ 08859**

DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROFESSIONAL ENGINEER	PROJECT ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 2000 GEOTECHNICAL SERVICES								
1. ACHIEVING CRISIS REMEDIATION (See Note 1)	1	4	10		\$ 10,000.00		10	\$ 14,340.00
TOTAL HOURS	1	4	10		\$ 10,000.00		10	
AUTHORITY	\$ 200.00	\$ 100.00	\$ 100.00	\$ 175.00	\$ 1.00	\$ 1.00		
TOTAL	\$ 200.00	\$ 750.00	\$ 1,000.00	\$ -	\$ 11,500.00	\$ -	\$ 14,340.00	\$ 14,340.00
TRAVEL HOURS								
NOTES								

Water

[illegible]

EXHIBIT B
RESOLUTION 21-10-08

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A FIRST AMENDMENT TO CONTRACT 19-05-MPN12 WITH CME ASSOCIATES FOR ADDITIONAL ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, on October 10, 2018 the City adopted an ordinance authorizing public financing for the acquisition of approximately 70 acres of development lots and for the construction and oversight of public infrastructure for the first phase of redevelopment of the Redevelopment Area (the "Phase I Public Infrastructure"); and

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

WHEREAS, in connection with the Phase I Public Infrastructure, the Agency required professional engineering consulting services from an experienced and qualified firm to perform due diligence review, attend meetings, render value engineering services, review and prepare infrastructure designs and perform other related services (collectively, the "Engineering Services"); and

WHEREAS, on May 21, 2019 the Board of Commissioners of the Agency approved Resolution No. 19-05-5 authorizing Contract No. 19-05-MPN12 ("Contract") with CME Associates ("CME") to provide the Engineering Services, which was subsequently reauthorized and amended by Resolution No. 20-05-3 adopted on May 19, 2020, and again by Resolution No. 21-05-05 adopted May 18, 2021 in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, CME's performance of the Engineering Services includes preparation, submission and revision of Open Space Design Standards ("OSDS") conformance drawings, including but not limited to coordination with a sub-consultant to evaluate the effect of the placement of additional soil fill on the performance of the underlying geomembrane cover in the Redevelopment Area; and

WHEREAS, CME has been advised by its sub-consultant that the surcharge loading scheme under consideration may increase the differential loads on the geomembrane cap beyond that previously considered in the Honeywell/Wood memo on file with the Agency, and CME has requested an amendment to scope of work of the Contract in order to permit the performance of out of scope tasks to address the increased differential loads; and

WHEREAS, CME submitted that certain proposal dated September 22, 2021, a copy of which is on file with the Agency (the "Proposal"), proposing to perform additional OSDS revisions ("OSDS Revisions"), describing the additional tasks required to complete the OSDS Revisions and setting forth the costs to perform the OSDS Revisions, in an amount not to exceed \$15,762.00; and

WHEREAS, the Agency desires to memorialize the above in an amendment to the Contract (the "First Amendment") to include the OSDS Revisions and to amend the Contract to reflect an additional amount not to exceed \$15,762.00, payable in accordance with the cost breakdown set forth in the Proposal, which changes shall be incorporated into an amendment to the Contract; and

WHEREAS, except as expressly authorized herein, all other terms and conditions of the Contract shall remain the same; and

WHEREAS, the Agency has sufficient funds available to satisfy the obligations set forth herein,

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.

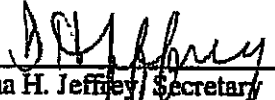
Section 2. The Board of Commissioners hereby authorizes the First Amendment, which shall amend the scope of work of the Contract to include the performance of the OSDS Revisions and shall increase the contract amount by an additional amount not to exceed \$15,762.00, which amount shall be payable in accordance with the cost breakdown set forth in the Proposal, for an amended total Contract amount not to exceed \$783,077.85.

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

Section 4. The Agency shall publish notice of the award of the First Amendment in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

Section 5. 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 Regular Meeting of October 19, 2021.


Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SECOND AMENDMENT TO CONTRACT 19-05-MPN12 WITH CME ASSOCIATES FOR ADDITIONAL ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, on October 10, 2018 the City adopted an ordinance authorizing public financing for the acquisition of approximately 70 acres of development lots and for the construction and oversight of public infrastructure for the first phase of redevelopment of the Redevelopment Area (the "Phase I Public Infrastructure"); and

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

WHEREAS, in connection with the Phase I Public Infrastructure, the Agency required professional engineering services from an experienced and qualified firm to perform due diligence review, attend meetings, render value engineering services, review and prepare infrastructure designs and perform other related services (collectively, the "Engineering Services"); and

WHEREAS, on May 21, 2019 the Board of Commissioners of the Agency approved Resolution No. 19-05-5 authorizing Contract No. 19-05-MPN12 ("Contract") with CME Associates ("CME") to provide the Engineering Services, which was subsequently reauthorized and amended by Resolution No. 20-05-3 adopted on May 19, 2020, and again by Resolution No. 21-05-05 adopted May 18, 2021 in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

WHEREAS, CME's performance of the Engineering Services includes preparation, submission and revision of Open Space Design Standards ("OSDS") conformance drawings, including but not limited to coordination with a sub-consultant to evaluate the effect of the placement of additional soil fill on the performance of the underlying geomembrane cover in the Redevelopment Area; and

WHEREAS, by Resolution 21-10-08 adopted October 19, 2021, the Agency amended the Contract to include the performance of additional OSDS revisions and to reflect an additional amount not to exceed \$15,762.00, for an amended total Contract amount not to exceed \$783,077.85 (the "First Amendment"); and

WHEREAS, CME submitted that certain proposal dated February 15, 2022, a copy of which is on file with the Agency (the "Proposal"), addressing the performance of out of scope tasks that CME has been directed to complete as part of the Contract, including applying for permits from New Jersey Department of Environmental Protection and United States Army Corp of Engineers, revising project plan and specifications, and undertaking a cultural resources survey (collectively, the "Out of Scope Tasks"); and

WHEREAS, the Agency desires to memorialize the above in an amendment to the Contract (the "Second Amendment") to include the performance of the Out of Scope Tasks and to amend the Contract to reflect an additional amount not to exceed \$37,023.05, payable in accordance with the cost breakdown set forth in the Proposal, which changes shall be incorporated into an amendment to the Contract; and

WHEREAS, except as expressly authorized herein, all other terms and conditions of the Contract shall remain the same; and

WHEREAS, the Agency has sufficient funds available to satisfy the obligations set forth herein.

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 the Second Amendment to the Contract, which shall amend the scope of work of the Contract to include the performance of the Out of Scope Tasks and shall increase the Contract amount by an additional amount not to exceed \$37,023.05, which amount shall be payable in accordance with the cost breakdown set forth in the Proposal, for an amended total Contract amount not to exceed \$820,100.90.

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

Section 4. The Agency shall publish notice of the award of the Second Amendment in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

Section 5. 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 Regular Meeting of March 15, 2022.


Diana H. Jeffrey, Secretary

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



February 15, 2022

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

TIM W. GILLEN, PE, PR, CME (1981-2016)
BRUCE M. KOCH, PE, PR, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PR, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PR, CME
JOHN J. HESS, PE, PR, CME

SENT VIA EMAIL IDJeffrey@icni.org

Jersey City Redevelopment Agency ("JCRA")
4 Jackson Square (39 Kearny Avenue)
Jersey City, NJ 07305

Attn: Diana H. Jeffrey
Executive Director

**RE: Bayfront Redevelopment Project
Jersey City, New Jersey
JCRA Contract No.: 19-05-MPN12
Our File No.: PJC00503.01**

Dear Ms. Jeffrey:

We have prepared the following proposal to address out of scope tasks that our office has been directed to complete as part of the above referenced project. Please find below a description and our estimated cost to complete same.

Please note that at this time, after multiple permit and design submissions, our office has substantially completed the general design document preparation. However, there are still remaining items/design tasks to be completed. In general, the remaining items/design tasks required to be completed include the following, as detailed on the enclosed man-hour breakdowns:

- **New Jersey Department of Environmental Protection ("NJDEP") and United States Army Corp of Engineers ("USACE") Permits**

(Our office submitted and received a modification approval of the previously issued NJDEP Waterfront Development Upland Individual Permit and Flood Hazard Area Individual Permit (LUR File No.: 0906-12-0007.3 WFD 200001, FHA 200001). The original permit, dated July 10, 2017, authorized the "construction of internal infrastructure such as street network, park/open space areas, stormwater management facilities, and block configuration". The proposed modification consists of a reduction in project scope and modification to the stormwater management design. The permit modification approval includes a condition stating, "Prior to the construction of any work below the mean high water line, the permittee shall receive authorization under a Waterfront Development In-water Individual Permit."

Because this portion of the Hackensack River is tidally influenced, both the NJDEP and the USACE have jurisdiction over the bank stabilization and stormwater outfall reconstruction. Each of their respective regulatory requirements is discussed below.

NJDEP

Coastal Zone Management Rules:

Construction of the proposed stormwater outfall will require an approval for both an In-water Waterfront Development (for the work below the mean high water elevation) and an Upland Waterfront Development permit (for the installation between the mean high water line and a point 500 feet from that elevation), as described within the NJDEP's Waterfront Development Rules (found at NJAC 7:7).



To: Ms. Jeffrey
February 15, 2022
Page 2

As the upland portion of this project was already permitted (LUR File No.: 0906-12-0007.3), only the In-water Waterfront Development permit needs to be submitted to the NJDEP for approval.

Freshwater Wetlands Protection Act Rules:

In addition, a freshwater wetlands general permit #11 (as found at NJAC 7:7A-7.11) may be required if there are wetlands along the shoreline of the cove of the Hackensack River. CME Associates ("CME") environmental personnel will conduct a site visit to determine if there are any freshwater wetlands on site. If identified, CME will field delineate the wetlands in the project area, utilizing methodologies outlined in the Federal Manual for Identifying and Delineating Jurisdictional Wetlands (1989), as required by the NJDEP under the Freshwater Wetlands Protection Act regulations.

In terms of the regulatory agency review periods, the NJDEP has ninety (90) days to review the Waterfront Development permit applications, once they have been deemed administratively complete. As part of the initial review process, the NJDEP reviews all aspects of the design and how it conforms to the regulations. In general, NJDEP will take between six (6) and eight (8) months to review the application and issue the permit.

USACE

Lastly, the construction will also require an approval for USACE, Nationwide Permit #7, as the outfall may be constructed within freshwater wetlands, and below the mean high water line. The USACE does not have required permit review timeframes, but they do have to wait until the NJDEP issues their permits as a means of demonstrating Coastal Zone Management consistency.

The NJDEP permit process requires a brief environmental compliance report, notification to property owners within two hundred (200) feet of the Site and to the City Planning Board, Construction Official and Environmental Commission, and to the Hudson County Planning Board, informing them of the application. This type of application typically takes between six (6) and eight (8) months for NJDEP review and approval. The USACE will issue their permit after the NJDEP permit issuance, because the Corps needs proof the project is in conformance with the State's Coastal Zone Management policies. CME's Environmental Professionals have worked closely with both the NJDEP and USACE, and have favorable working relationships with their case managers. We believe this will help facilitate a timely review.

This task includes the NJDEP permit application fee [\$3,000.00], site visit to determine if there are any freshwater wetlands on site, and the preparation of the NJDEP and USACE applications.);

- **Project Plan and Specification Revisions**

(Because this portion of the Hackensack River is tidally influenced, both the NJDEP and the USACE have jurisdiction over the bank stabilization and stormwater outfall reconstruction. This task includes project plan and specification revisions to incorporate the NJDEP and USACE permit approvals.);

- **Cultural Resources**

(A Stage 1A Cultural Resources Survey was requested by the NJDEP. This task includes a revised proposal [\$399.05], since it had been six (6) months since the original submission, for the services of our sub-consultant to perform the Cultural Resources Survey as requested by the NJDEP.).

The following will be billed as reimbursable expenses with an estimated cost of \$3,399.05:

- NJDEP Permit Application Fee (\$3,000.00);
- Cultural Resources Sub-Consultant (\$399.05).

Accordingly, we respectfully submit the following Professional Engineering Services cost estimates for continuation of the remaining design items/tasks for the above referenced project:



To: Ms. Jeffray
February 15, 2022
Page 3

<u>Remaining Design Items/Tasks to be Completed</u>	
NJDEP and USACE Permits (Permitting Strategy and Application, includes reimbursable expenses)	\$ 25,840.00
Project Plan and Specification Revisions (Site Engineering) ...	\$ 10,784.00
Cultural Resources (Sanitary and Water, includes reimbursable expenses).....	\$ 399.05
Sub-Total:	\$ 37,023.05

Our office recommends an amendment of our contract, as our office continues with the design phase services for this project. Should additional submissions or out of scope tasks be requested, any overages and extra hours will be billed per our hourly rate schedule.

The remaining services and terms of our proposal would remain in effect.

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

Very truly yours,

CME Associates

David J. Sagibel, P.E.
Managing Partner

DJS/RJR/RER

Enclosure(s)

cc: Christopher Fiore, Assistant Executive Director, JCRA, SENT VIA EMAIL [FioreC@icnj.org]
Victoria Bonners, Assistant Project Manager, JCRA, SENT VIA EMAIL [VBonners@icnj.org]
Glenn Stock, Stock Development Group, Inc., SENT VIA EMAIL [GStock@stockdevgroup.com]



	Labor	Sub-Consultants	Reimb. Expenses	Total
Phase 18002: ATTEND PROJECT MEETINGS	\$0.00	\$0.00	\$0.00	\$0.00
Phase 42001: PERMITTING STRATEGY AND APPLICATION	\$22,840.00	\$0.00	\$3,000.00	\$25,840.00
Phase 55002: SITE ENGINEERING	\$10,784.00	\$0.00	\$0.00	\$10,784.00
Phase 55003: SANITARY AND WATER	\$0.00	\$399.05	\$0.00	\$399.05
Phase 55004: LANDSCAPE DESIGN	\$0.00	\$0.00	\$0.00	\$0.00
Phase 55005: LIGHTING DESIGN	\$0.00	\$0.00	\$0.00	\$0.00
Phase 78001: GEOTECHNICAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00
Totals	\$33,624.00	\$399.05	\$3,000.00	\$37,023.05

CME ASSOCIATES 3141 BORDENTOWN AVE PARLIN, NJ 08859		PJC00503.01 BAYFRONT REDEVELOPMENT PROJECT New Jersey Department of Environmental Protection ("NJDEP") Waterfront Development In-water Individual Permit, United States Army Corp of Engineers ("USACE") Nationwide Permit #7, and Cultural Resources			
DESCRIPTION		SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 55003: SANITARY AND WATER					
1. Cultural Resources. (See Note 1)		\$ 347.00			\$ 399.05
TOTAL HOURS		\$ 347.00	\$		
AUTH21N		1.15	1.00		
TOTAL		\$ 399.05	\$	\$ 399.05	\$ 399.05
TRAVEL HOURS					
				\$	\$ 399.05

NOTES

1. A Stage 1A Cultural Resources Survey was requested by the NJDEP. This task includes a revised proposal, since it had been 6-months since the original submission, for the services of our sub-consultant to perform the Cultural Resources Survey as requested by the NJDEP. Sub-consultant (Grubb): \$11,084.85 + \$399.05 = \$11,483.90

REAUTHORIZED AND AMENDED CONTRACT NO. 19-05-MPN12

THIS REAUTHORIZED AND AMENDED PROFESSIONAL SERVICES CONTRACT NO. 19-05-MPN12 (the "**Contract**"), entered into as of this 1st day of June 2021 (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 4 Jackson Square, Jersey City, New Jersey 07305 (the "**Agency**"), and **CME ASSOCIATES**, with offices at 3141 Bordentown Avenue, Parlin, New Jersey 08859-1162 ("**CME**") (CME and the Agency, collectively, the "**Parties**", and each individually, a "**Party**").

WITNESSETH:

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

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

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

WHEREAS, the City and the Agency have entered into a certain Cooperation Agreement (the "**Cooperation Agreement**") pursuant to which the Agency is authorized to act as the City's agent with respect to the redevelopment of the Redevelopment Area; and

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

WHEREAS, by Resolution No. 19-05-5, adopted May 21, 2019, the Agency authorized execution of professional services Contract 19-05-MPN12 (the "**Original Contract**") with CME for the performance of the Engineering Services, which was subsequently reauthorized and amended, in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, by Resolution 20-05-3 (the "**Reauthorized and Amended Contract**"), and amended by Resolution 20-07-1 (the "**First Amendment**") and Resolution 21-03-7 (the "**Second Amendment**") (the Original Contract, the Reauthorized and Amended Contract, and the First and Second Amendment, together, the "**2019 Contract**") that will expire on May 31, 2021; and

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

WHEREAS, CME submitted an updated proposal to the Agency (the "Proposal"), dated May 7, 2021, providing the status of the Engineering Services and setting forth the remaining and additional Engineering Services to be performed, attached hereto as Exhibit A; and

WHEREAS, the Agency wishes to reauthorize and amend the 2019 Contract with CME, as they possesses the skills and expertise to continue to perform the Engineering Services, for a total Contract amount not to exceed Seven Hundred Sixty-Seven Thousand Three Hundred Fifteen Dollars and Eighty-Five Cents (\$767,315.85), which amount consists of the remaining balance on the 2019 Contract, Five Hundred Eighty-Seven Thousand Nine Hundred Ninety-Eight Dollars and Fifteen Cents (\$587,998.15) plus One Hundred Seventy-Nine Thousand Three Hundred Seventeen Dollars and Seventy Cents (\$179,317.70) for additional Engineering Services described in the Proposal, which amounts shall be payable in accordance with the rates and for the categories of work set forth in the Proposal; and

WHEREAS, Resolution 21-05-05 reauthorizes and amends Contract 19-05-MPN12 with CME to complete and perform additional Engineering Services, attached hereto as Exhibit B; and

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

WHEREAS, the Agency certifies that it has funds available for the Engineering Services; and

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

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

SECTION 1 – PURPOSE OF CONTRACT

The above recitals are hereby incorporated by reference into this Contract, as if set forth in full. The purpose of this Contract is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with CME's continued performance of the Engineering Services and the additional work set forth in the Proposal.

SECTION 2 – SCOPE OF SERVICES; PERFORMANCE

A. The Parties shall cooperate in arranging for CME's lawful access to the Property, including obtaining any required permits, authorizations, approvals or agreements.

B. CME shall continue to perform the Engineering Services and the additional work set forth in the Proposal; and prepare all deliverables as outlined in and in accordance with the scope of work set forth in the Proposal.

C. 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 CME.

D. In performing the Engineering Services, CME 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, CME shall be solely responsible for determining the means and methods of performing the Engineering Services.

E. CME shall perform the Engineering Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

F. CME shall provide to the Agency a detailed, written schedule for performance of the Engineering Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables.

G. CME shall provide regular progress reports to the Agency, at least monthly, describing at a minimum the work performed, anticipated upcoming tasks, and any problems encountered in rendering the Engineering Services.

H. All Engineering Services shall be performed by licensed individuals, where applicable.

SECTION 3 – COMPENSATION AND PAYMENT

A. Compensation paid by the Agency to CME for the performance of the Engineering Services shall not exceed **Seven Hundred Sixty-Seven Thousand Three Hundred Fifteen Dollars and Eighty-Five Cents (\$767,315.85)**. Said amount consists of the remaining balance on the 2019 Contract of **Five Hundred Eighty-Seven Thousand Nine Hundred Ninety-Eight Dollars and Fifteen Cents (\$587,998.15)**, plus **One Hundred Seventy-Nine Thousand Three Hundred Seventeen Dollars and Seventy Cents (\$179,317.70)** for additional Engineering Services described in the Proposal. Said amount will be paid in accordance with the "Authority Consulting Engineering Services" hourly rate schedule set forth in the Proposal. Such compensation shall include, and the Agency shall not be responsible for paying, any labor, overhead costs and basic support services incurred by CME. The Agency will not reimburse CME for costs deemed by the Agency to be part of CME's labor costs, overhead costs and/or basic support services. CME shall be solely responsible for its own travel, meal and printing expenses, all of which are hereby deemed part of CME's overhead costs.

B. Prior to engaging in work that may exceed the scope of the Engineering Services, CME 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. CME shall not proceed with any such additional work without obtaining the prior, written consent of the Agency. Any modifications of the Engineering Services which would result in increasing the not to exceed amount set forth in Section 3(A) 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. CME shall submit to the Agency any invoices and any required Agency accounts payable vouchers showing the Engineering Services performed and the charges therefor during the period covered thereby, in proportion to the total Engineering Services to be completed hereunder. CME understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

SECTION 4 – INSURANCE

A. CME 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 CME for all Engineering Services required hereunder.

i. **Commercial General Liability Coverage.** CME shall, at its own cost and expense, obtain and keep in force during the term of the Contract, a policy of general liability ("CGL") insurance insuring against any and all liability arising out of CME'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. **Professional Liability Insurance.** CME shall, at its own cost and expense, obtain and keep in force during the term of the Contract, 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. **Workers' Compensation Insurance.** CME shall, at its own cost and expense, obtain and keep in force during the term of the Contract, 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 CME 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 CME as its employee and will not be responsible for any workers' compensation claims filed against CME. CME shall have no status relative to the Agency other than that of independent contractor.

iv. **Automobile Liability Coverage.** CME shall, at its own cost and expense, obtain and keep in full force during the term of the Contract 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 CME pursuant to this Contract 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 Engineering 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. Prior to commencement of any work pursuant to the Contract, CME shall provide the Agency with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Contract, and in the case of CME'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 CME's policies of insurance required to be purchased and maintained pursuant to this Contract.

iv. The policies required to be purchased and maintained pursuant to this Contract shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by CME or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to CME and to the Agency.

v. CME 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 Contract.

SECTION 5 - TERMINATION

A. The Agency reserves the right to terminate this Contract in whole or in part, at its sole discretion, upon giving at least five (5) days' written notice to CME of such termination and specifying the effective date therefor. In such case, CME shall continue to provide the Engineering Services as required by the Agency until the effective date provided in the termination notice.

B. If this Contract is terminated by the Agency pursuant to Section 5(A), CME shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total Engineering Services covered by this Contract, less payments of compensation previously made, provided that the Agency shall not be responsible for any additional fees, costs, expenses or charges incurred by CME as a result of such termination.

C. If the Agency terminates this Contract due to the fault of CME, all finished or unfinished documents, data, studies, and reports prepared by CME under this Contract shall, at the option of the Agency, become the Agency's property, and CME shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, CME shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by CME, and the Agency may withhold any payments to CME for the purpose of setoff until such time as the exact amount of damages due the Agency from CME is determined.

SECTION 6 – DISPUTE RESOLUTION

Disputes arising under this Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration 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 Contract 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

A. CME shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the Agency and the 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, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of the Agency and/or the City, and/or CME, or its officers, employees, contractors or agents, in the performance of this Contract. This requirement of CME to indemnify, defend and hold harmless the Agency and/or the City shall apply regardless of whether the loss, property damage, bodily injury, or death arose out of the Agency and/or the City's own alleged acts and/or omissions.

B. This contractual indemnification requirement shall not apply to any claims of professional negligence. However, nothing in this Contract shall abridge, modify or curtail in any way the Agency and/or the City's rights to seek common law indemnification from CME, or to otherwise pursue any kind of claim arising from or relating to any act or omission by CME.

SECTION 8 – TERM OF CONTRACT

This Contract shall terminate on May 31, 2022, unless otherwise terminated by the Agency before such termination date in accordance with Section 5 herein.

SECTION 9 – POLITICAL CONTRIBUTION DISCLOSURE

This Contract has been awarded to CME based on its merits and abilities to provide the Engineering Services described herein and in accordance with applicable law. CME 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 Contract 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 Exhibit D, 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 Exhibit E.

SECTION 11 – CONFIDENTIALITY

In the course of performing the Engineering Services, CME may gain access to nonpublic and confidential information. The Agency requires CME to maintain the confidentiality of such information both during and after the course of CME work with the Agency. CME shall implement appropriate procedures to ensure the protection of all such information.

SECTION 12 – ENTIRE CONTRACT

Subject to Section 16 herein, this Contract and all exhibits attached hereto constitute the entire agreement between the Agency and CME with respect to the subject matter hereof. This Contract 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 Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14 – COUNTERPARTS

This Contract may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

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 Contract and the terms and conditions of the Proposal, the terms and conditions of this Contract shall control. The Parties agree that the "General Conditions" portion of the Proposal appearing immediately after the Authority Consulting Engineering Services hourly rate schedule, and the portion of the Proposal entitled "Environmental Engineering and LSRP Services General Conditions and Hourly Rate Schedule to January 1, 2019" in its entirety, are hereby stricken and shall be of no force and effect.

SECTION 17 – APPLICABLE LAW

CME 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 Contract shall be governed and construed under and in accordance with the laws of the State of New Jersey, including without limit the LPCL.

[Signatures appear on the following page]

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

ATTEST:

CME ASSOCIATES

Name:

By: _____

Name:

Title:

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

Name:

By: _____

Diana Jeffrey

Executive Director

EXHIBIT A

**PROPOSAL FOR ENGINEERING SERVICES
DATED MAY 7, 2021**



May 7, 2021

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

THOMAS W. GILLEN, PE, PP, CME (1891-2018)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. FLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

Jersey City Redevelopment Agency ("JCRA")
4 Jackson Square
Jersey City, NJ 07305

Attn: Diana Jeffrey
Executive Director

RE: Bayfront Redevelopment Project
Jersey City, New Jersey
JCRA Contract No.: 19-05-MPN12
Our File No.: PJC00503.01

Dear Ms. Jeffrey:

Pursuant to your office's request, we have reviewed the project status and outstanding balances for the above referenced project.

Please note that at this time, after multiple requested design revisions, our office has substantially completed the general design document preparation. However, there are still remaining items/design tasks to be completed. In general, the remaining items/design tasks required to be completed include the following, as detailed on the enclosed man-hour breakdowns:

- **Additional Bi-Weekly Infrastructure/Coordination Meetings**
(Our office participates in bi-weekly calls to review progress and coordinate weekly activities related to the Phase I infrastructure work. This task assumes preparation and attendance for 2 Engineers at 13 1.5-hour meetings for a 6-month period.);
- **Soil Erosion and Sediment Control ("SESC") Stockpile Certification**
(Our office submitted and received certification from the Hudson-Essex-Passaic Soil Conservation District for the Phase 1A infrastructure. Since the time of receiving the certification, our office was notified that Honeywell is terminating their permit for the soil stockpile currently located on area SA-7. Plan adjustments and amended SESC certification are needed to incorporate the stockpile into the existing certification. This task includes the amended application and plan preparation, and the additional review, certification, inspection and enforcement fees (\$1,375.00).);
- **Developer Coordination**
(The JCRA has developers selected to proceed with the development of the parcels within the Phase 1A infrastructure limits. Our office is receiving questions about the proposed infrastructure plans and requests to make changes to same. It is anticipated that there will be coordination required with the developers regarding the project and the proposed water and sanitary sewer service connections. This task includes coordination to address and respond to the developers including conference calls/meetings, emails, plans and specifications revisions regarding site engineering / sanitary and water / landscape design / lighting design.);
- **Finalize Project Specifications**
(The project specifications were prepared and submitted to the New Jersey Department of Environmental Protection ("NJDEP") Agency for review and comment. This task includes revisions and the final preparation of the site engineering / sanitary and water technical specifications and bid items to get the project ready for bid based on the final plans approved by the New Jersey Environmental Infrastructure Trust.);



To: Ms. Jeffrey
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- **Open Space Design Standards ("OSDS") Revisions**
(Our office previously prepared and submitted OSDS Conformance Drawings based on comments and input received from Honeywell. A Civil Design Package was submitted by Honeywell to the Plaintiff for area SA-6. This task includes additional revisions per OSDS comments received from the Plaintiff, and obtaining and coordinating the services of a sub-consultant [\$19,665.00] to evaluate the effect of the placement of additional soil fill on the performance of the underlying geomembrane cover component at the site.);
- **New Jersey Department of Environmental Protection ("NJDEP") Treatment Works Approval ("TWA") Application**
(A TWA Permit is required for the proposed sanitary sewer main extension and additional flow associated with the project. This task includes the application fee [\$9,000.00], preparation of the required NJDEP Application Form, Engineers Report and other supporting documentation for the submission and approval of the Permit.);
- **New Jersey Department of Transportation ("NJDOT") Utility Opening Permit**
(The sanitary sewer mains within Phase 1A begin just north of Kellogg Street and flow to the north and then east to an existing Jersey City Municipal Utility Authority ("JCMUA") Interceptor located in New Jersey State Highway Route 440. A NJDOT Utility Opening Permit is required for the proposed sanitary sewer main connection in the Route 440 Right-of-Way. This task includes the application fee [\$1,500.00], preparation of the required NJDOT Application Forms, Traffic Control Plans as required by the NJDOT and other supporting documentation for the submission and approval of the Permit.);
- **Cultural Resources**
(A Stage 1A Cultural Resources Survey has been requested by the NJDEP. This task includes obtaining the services of a sub-consultant [\$11,084.85] to perform the Cultural Resources Survey as requested by the NJDEP.);
- **State Historic Preservation Office ("SHPO") Coordination**
(As part of the NJDEP Cultural Resources Review, our office was advised that the project will require authorization from the SHPO. Accordingly, this task will consist of the preparation of the required SHPO Application forms and supporting documents as required for submission and approval by the SHPO.);
- **Utility Company Coordination**
(Our office prepared Lighting Plans for the roadways and parking areas within Phase 1A. Electrical service from the utility company will be needed to provide power for same. This task includes utility company coordination for providing the electrical power for the lighting, including wire and conduit sizing, and any associated plans and specifications revisions.).

The following will be billed as reimbursable expenses with an estimated cost of \$42,624.85:

- SESC Review, Certification, Inspection and Enforcement Fees (\$1,375.00);
- OSDS Revisions Sub-Consultant (\$19,665.00);
- TWA Application Fee (\$9,000.00);
- NJDOT Utility Opening Permit Application Fee (\$1,500.00);
- Cultural Resources Sub-Consultant (\$11,084.85).

Accordingly, we respectfully submit the following Professional Engineering Services cost estimates for continuation of the remaining items/design tasks for the above referenced project. Therefore, our contract sub-total based upon the above referenced additional scope of services would be as follows:

Remaining Items to be Completed

Additional Bi-Weekly Infrastructure/Coordination Meetings	\$	7,780.00
SESC Stockpile Certification (includes reimbursable expenses)	\$	8,679.00
Developer Coordination (Site Engineering)	\$	8,472.00



To: Ms. Jeffrey
May 7, 2021
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Developer Coordination (Sanitary and Water)	\$	2,944.00
Developer Coordination (Landscape Design)	\$	6,168.00
Developer Coordination (Lighting Design)	\$	2,056.00
Finalize Project Specifications (Site Engineering)	\$	7,080.00
Finalize Project Specifications (Sanitary and Water)	\$	8,736.00
OSDS Revisions (Site Engineering)	\$	5,748.00
OSDS Revisions (Geotechnical Services, Includes reimbursable expenses)	\$	25,197.00
NJDEP TWA Application (includes reimbursable expenses)	\$	18,488.00
NJDOT Utility Opening Permit (includes reimbursable expenses)	\$	9,180.00
Cultural Resources (includes reimbursable expenses)	\$	11,084.85
SHPO Coordination	\$	4,320.00
Utility Company Coordination	\$	10,760.00
Sub-Total:	\$	138,692.85

Our office recommends an extension of our contract, as our office continues with the design phase services for this project. Pursuant to the terms of our proposal, our firm's updated rate schedule is enclosed.

The remaining services and terms of our initial proposal would remain in effect.

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

Very truly yours,

CME Associates


David J. Samuel, PE
Managing Partner

DJS/BT/RJR/RER

Enclosure(s)

cc: Christopher Fiore, Assistant Executive Director, JCRA
Mary Pat Noonan, Sr. Project Manager, JCRA
Glenn Stock, Stock Development Group, Inc.



**AUTHORITY CONSULTING ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2022**

Senior Project Manager.....	\$191.00 Per Hour
Project Manager.....	\$190.00 Per Hour
Project Leader.....	\$189.00 Per Hour
Professional Engineer.....	\$188.00 Per Hour
Senior Project Engineer.....	\$185.00 Per Hour
Project Engineer.....	\$178.00 Per Hour
Senior Design Engineer.....	\$176.00 Per Hour
Design Engineer.....	\$174.00 Per Hour
Senior Engineering Technician.....	\$161.00 Per Hour
Drone Pilot.....	\$135.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$154.00 Per Hour
Drone Technician.....	\$ 75.00 Per Hour
Professional Land Surveyor.....	\$188.00 Per Hour
Land Surveyor.....	\$162.00 Per Hour
Robotic Total Station.....	\$ 74.00 Per Hour
Party Chief.....	\$140.00 Per Hour
Survey Technician.....	\$135.00 Per Hour
Resident Engineer.....	\$163.00 Per Hour
Chief Construction Engineer.....	\$169.00 Per Hour
Senior Construction Engineer.....	\$163.00 Per Hour
Construction Engineer.....	\$160.00 Per Hour
Chief Construction Technician.....	\$156.00 Per Hour
Senior Construction Technician.....	\$152.00 Per Hour
Construction Technician.....	\$147.00 Per Hour
Technical Assistant.....	\$110.00 Per Hour
Senior CADD Technician.....	\$167.00 Per Hour
Licensed Landscape Architect.....	\$162.00 Per Hour
Senior Landscape Designer.....	\$152.00 Per Hour
Certified Tree Expert.....	\$136.00 Per Hour
Landscape Designer.....	\$125.00 Per Hour
Director of Planning.....	\$191.00 Per Hour
Professional Planner.....	\$180.00 Per Hour
Project Planner.....	\$171.00 Per Hour
Planning Technician.....	\$161.00 Per Hour
Partner.....	\$212.00 Per Hour
Principal.....	\$200.00 Per Hour
Managing Partner/Administrative Partner.....	\$224.00 Per Hour

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

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

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

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or





disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	Labor	Sub-Consultants	Reimb. Expenses	Total
Phase 16002:ATTEND PROJECT MEETINGS	\$7,780.00	\$0.00	\$0.00	\$7,780.00
Phase 42001:PERMITTING STRATEGY AND APPLICATION	\$7,304.00	\$0.00	\$1,375.00	\$8,679.00
Phase 55002:SITE ENGINEERING	\$21,300.00	\$0.00	\$0.00	\$21,300.00
Phase 55003:SANITARY AND WATER	\$33,168.00	\$11,084.85	\$10,300.00	\$54,752.85
Phase 55004:LANDSCAPE DESIGN	\$5,168.00	\$0.00	\$0.00	\$5,168.00
Phase 55005:LIGHTING DESIGN	\$12,816.00	\$0.00	\$0.00	\$12,816.00
Phase 78001:GEOTECHNICAL SERVICES	\$5,532.00	\$19,865.00	\$0.00	\$25,197.00
Totals	\$94,058.00	\$30,749.85	\$11,675.00	\$136,622.85

CUE ASSOCIATES
3141 BORDENTOWN AVE
PARLIN, NJ 08859

PJC 04503.01 BAYFRONT I
General - Contract Extension 2021-2022

DESCRIPTION	PRINCIPAL	PROJECT LEADER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 18002: ATTEND PROJECT MEETINGS						
1 Additional Bi-Weekly Infrastructure/Construction Meetings (See Note 1)	20	20			40	\$ 7,780.00
TOTAL HOURS	20	20			40	
AUTH-0110	\$ 200.00	\$ 180.00	7.15	1.00		
TOTAL	\$ 4,000.00	\$ 3,780.00	\$ -	\$ -	\$ 7,780.00	\$ 7,780.00
TRAVEL HOURS						
					\$ 7,780.00	

NOTES

1 Our office participates in bi-weekly calls to review progress and coordinate weekly activities needed for the Phase I infrastructure work. This task requires preparation and attendance for 2 Engineers at 15 1 1/2-hour meetings for a 6-month period.

PHASE 18002 MEETINGS

1/1/2021

PJC 00503.01 BAYFRONT 1
General - Current Estimate: 2021-2022

[illegible]

NOTES

1. The above information and estimated quantities from the Inverness-Lake-Portage Soil Conservation District for the Project is based on a review of the area of surveying the project. The above information is based on a review of the area of surveying the project and is not intended to be used for any other purpose. The above information is based on a review of the area of surveying the project and is not intended to be used for any other purpose. The above information is based on a review of the area of surveying the project and is not intended to be used for any other purpose.

PJC 00503.01 BAYFRONT 1
General - Contract Extension 2021-2022

CME ASSOCIATES 3141 BOROENTOWN AVE PARLIN, NJ 08859		PJC 00502.01 BAYFRONT # General - Contract Extension 2021-2022				
DESCRIPTION	PROJECT LEADER	DESIGN ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 2022-2023 ENGINEERING						
1. Developer Coordination. (See Note 1)	5	40			45	\$ 8,472.00
2. Finalize Project Specifications. (See Note 2)	5	32			40	\$ 7,080.00
3. CDD'S Reviews (See Note 3)	12	20			32	\$ 3,748.00
TOTAL HOURS	22	92	\$ -	\$ -	120	
AUTH21M	\$ 188.00	\$ 174.00	1.15	1.00		
TRAVEL HOURS	TOTAL	\$ 8,292.00	\$ 18,008.00	\$ -	\$ -	\$ 21,300.00
					\$ 21,300.00	
NOTES					\$ 21,300.00	

10-11-5

1 The JCRA has developers extend to proceed with the development of two parcels within the Phase II infrastructure plans. Our office is receiving comments about the proposed infrastructure plans and requests to make changes to them. It is anticipated that there will be coordination between the developers regarding the project and the proposed water use and any sewer service connections. This task includes coordination to address and respond to the developers including conference call meetings, emails, plans and specifications reviews, meetings and agreements.

2. The project specifications were prepared and submitted to the New Jersey Department of Environmental Protection (NJDEP) Agency for review and comment. The task includes reviewing and the final preparation of the site engineering technical specifications and bid items to get the project ready for bid issued on the first month approved by the New Jersey Environmental Infrastructure Trust.

1. Our office previously awarded and submitted CDSOS Clearance Drawings based on comments and input received from Honeywell. A Civil Design Package was submitted by Honeywell to the Panel for Area SA-4. This latest includes additional comments per CDSOS comments received from the Panel, and outlining and consolidating the responses of a subcontractor to investigate the status of the placement of additional panels on the performance of the underlying geotechnical cover conditions at the site.

PJC 00503.01 BAYFRONT 1
General - Contract Extension 2021-2022

DESCRIPTION	PROJECT MANAGER	RELICENSED LANDSCAPE ARCHITECT	SLS-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 55084 LANDSCAPE DESIGN						
1 Developer Coordination, (See Note 1)	12	24			36	\$ 6,168.00
TOTAL HOURS	12	24	\$ -	\$ -	26	
AUTHORITY \$	190.00	\$ 182.00	1.15	1.15		
TOTAL \$	2,280.00	\$ 3,888.00	\$ -	\$ -	\$ 6,168.00	\$ 6,168.00
TRAVEL HOURS						
					\$ 6,168.00	

NOTES The JCRA has provisions designed to provide for the involvement of the private sector in the Phase II infrastructure study. One office receiving inquiries about the proposed infrastructure study and requests to participate is the U.S. Environmental Protection Agency. The agency is responsible for the coordination of the study and the development of the study plan. The agency is also responsible for the coordination of the study and the development of the study plan. The agency is also responsible for the coordination of the study and the development of the study plan.

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CME ASSOCIATES
3141 BORDENTOWN AVE
PARLIN, NJ 08859

PAC 00003 OF BAYFRONT 1
General - Contract Estimation 2021-2022

DESCRIPTION	PROJECT MANAGER	REDUCED/SEN LANDSCAPE ARCHITECT	DESIGN ENGINEER	SUB-CONSULTANTS (SEE NOTES)	REIMBURSABLE EXPENSES (SEE NOTES)	TOTAL	COST TOTAL
Phase 30001 LIGHTING DESIGN							
1. Developer Coordination (See Note 1)	6	8				12	\$ 2,000.00
2. Utility Company Coordination (See Note 2)	20		40			60	\$ 10,750.00
TOTAL HOURS	24	8	40			72	
AUTHORITY	120.00	\$ 182.00	\$ 174.00	* 15	\$ 1.00		
TOTAL	\$ 4,340.00	\$ 1,296.00	\$ 6,993.00	\$ -	\$ -	\$ 12,618.00	\$ 12,618.00
TRAVEL HOURS							
						\$ 12,618.00	

NOTES

1. The JCR has been selected to proceed with the development of this parcel within the Phase 1A Infrastructure Study. Our office is reviewing drawings about the proposed infrastructure plan and reviews to make changes to same. It is anticipated that there will be modifications required with the drawings regarding the project and the proposed work will require several revisions. This cost includes construction of the network and support to the drawings including conference call meetings, email, phone and specifications review and reviewing lighting design.

2. Our office prepares Lighting Plans for the roadway and parking areas within Phase 1A. Electrical service from the utility company will be needed to provide power for same. This cost includes utility company coordination for providing the electrical power for the lighting, including wire and conduit string, and any associated parts and specifications reviews.

CNE ASSOCIATES
3141 BRIGHTON AVENUE
PARLIN, NJ 07655

PHASE 02021 G1: BAYFRONT 1
Demarc - Corvex Edgemoor 2021 2022

DESCRIPTION	PRINCIPAL	PROJECT MANAGER	PROFESSIONAL ENGINEER	PROJECT ENGINEER	SUB-CONSULTANTS	REimbursABLE EXPENSES	TOTAL	COST TOTAL
Phase 20201: GEOTECHNICAL SERVICES					(SEE NOTES)	(SEE NOTES)		
1. CSES Review (See Note 1)	4	2	2	18	1	\$1,100.00	30	\$ 25,187.00
TOTAL HOURS	4	2	2	18	1		30	
AUTO-2114	\$ 200.00	\$ 180.00	\$ 180.00	\$ 174.00	\$ 1.00			
TOTAL	\$ 650.00	\$ 360.00	\$ 1,564.00	\$ 7,848.00	\$ 18,493.00	\$ 1.00	\$ 25,187.00	\$ 25,187.00
TRAVEL HOURS								
							\$ 25,187.00	\$ 25,187.00

NOTES
1. This table previously prepared and submitted CSES Construction Drawings based on drawings and used received from the owner. A Civil Engineer Package has been submitted to the owner for review. The fees reflect additional review per CSES drawings received from the owner, and reviewing and contributing to the review of a submittal to the owner for review of the drawings of additional submittals on the project area of the underlying drawings and/or equipment in the site. Submittals
-CSES-4119 462.00

EXHIBIT B

**JERSEY CITY REDEVELOPMENT AGENCY
BOARD OF COMMISSIONERS
RESOLUTION 21-05-05**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING AND AMENDING PROFESSIONAL SERVICES CONTRACT NO. 19-05-MPN12 WITH CME ASSOCIATES FOR ENGINEERING SERVICES IN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, on October 10, 2018 the City finally adopted an ordinance authorizing public financing for the acquisition of approximately 70 acres of development lots and for the construction and oversight of public infrastructure for the first phase of redevelopment of the Redevelopment Area (the "Phase I Public Infrastructure"); and

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

WHEREAS, in connection with the Phase I Public Infrastructure, the Agency required professional engineering consulting services from an experienced and qualified firm to perform due diligence review, attend meetings, render value engineering services, review and prepare infrastructure designs and perform other related services (the "Engineering Services"); and

WHEREAS, on May 21, 2019 the Board of Commissioners of the Agency approved Resolution No. 19-05-5 authorizing Contract No. 19-05-MPN12 ("2019 Contract") with CME Associates ("CME") to provide the Engineering Services, which was subsequently reauthorized in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*; and

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

WHEREAS, on May 7, 2021, CME submitted an updated proposal to the Agency (the "Proposal") describing the status of CME's performance of the Engineering Services and setting forth the remaining Engineering Services to be performed; and

WHEREAS, CME possesses the skills and expertise to perform the Engineering Services; and

WHEREAS, the Agency wishes to reauthorize and amend the 2019 Contract with CME to continue performing the Engineering Services at the Property for a total contract amount not to exceed \$767,315.85, which amount consists of the remaining balance on the 2019 Contract, \$587,998.15 plus \$179,317.70 for additional Engineering Services described in the Proposal, which amounts shall be payable in accordance with the rates and for the categories of work set forth in the Proposal; and

WHEREAS, the Agency certifies that it has funds available for the costs of the Engineering Services; and

WHEREAS, notice of the award of the professional services 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 and amends the 2019 Contract with CME for performance of the Engineering Services for a total contract amount not to exceed \$767,315.85, and for a term to expire no later than twelve (12) months after the effective date of such agreement, in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.

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, 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 Regular Meeting of May 18, 2021.


Diana H. Jeffrey, Secretary

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

EXHIBIT C

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

**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

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that _____ (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract _____ (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: _____

Signed _____ Title: _____

Print Name _____ Date: _____

Subscribed and sworn before me
this ____ day of _____, 2____.
My Commission expires:

(Affiant)

(Print name & title of affiant) (Corporate Seal)

****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.**

City Clerk File No. Ord. 08-128
Agenda No. INITIATIVE PETITION 1st Reading
Agenda No. 4. A. 2nd Reading & Final Passage



ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE
offered and moved adoption of the following ordinance:

CITY ORDINANCE 08-128

TITLE:

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

The Municipal Council of the City of Jersey City does hereby ordain:

WHEREAS, large political contributions from those seeking or performing contracts with a municipality raise reasonable concerns on the part of taxpayers and residents as to their trust in government and its business practices; and

WHEREAS, pursuant to N.J.S.A. 40:48-2, a municipality is authorized to adopt such ordinances, regulations, rules and by-laws as necessary and proper for good government, as well as the public health, safety and welfare; and

WHEREAS, pursuant to P.L.2005, c.271 (codified at N.J.S.A. 40A:11-51) a municipality is authorized to adopt by ordinance, measures limiting the awarding of public contracts to business entities that have made political contributions, and limiting the contributions that the recipient of such a contract can make during the term of a contract; and

WHEREAS, in the interest of good government, the people and the government of the City of Jersey City desire to establish a policy that will avoid the perception of improper influence in public contracting and local elections;

NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City; and

BE IT ORDAINED by the City of Jersey City, in the County of Hudson, and State of New Jersey, as follows:

DEFINITIONS

As used in this ordinance:

- (a) "Campaign Committee" means (i) every candidate for City of Jersey City elective municipal office; (ii) every candidate committee established by or for the benefit of a candidate for City of Jersey City elective municipal office; (iii) every joint candidate committee established in whole or in part by or for the benefit of a candidate for City of Jersey City elective municipal office; (iv) every political party committee of the City of Jersey City; (v) every political party committee of the County of Hudson; and (vi) every political committee, continuing political committee, or other form of association or organization that regularly engages in the support of candidates for the City of Jersey City municipal or Hudson county elective offices or City of Jersey City municipal or Hudson county political parties or political party committees. The terms in the foregoing paragraph have the meaning prescribed in N.J.A.C. 19:25-1.7,

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

- (b) "Contribution" has the meaning prescribed in N.J.A.C. 19:25-1.7. By way of illustration, and not limitation, this definition includes pledges, loans, and in-kind contributions.
- (c) A "contract for professional or extraordinary services" means all contracts for "professional services" and "extraordinary unspecified services" as such term is used in N.J.S.A. 40A:11-5
- (d) For purposes of this Ordinance, a "Business Entity" whose contributions are regulated by this ordinance means: (i) an individual including the individual's spouse, and any child/children; (ii) a firm; corporation; professional corporation; partnership; limited liability company; organization; association; and any other manner and kind of business entity; (iii) any person who owns 10% or more of the equity or ownership or income interests in a person or entity as defined in sections (i) and (ii) above and their spouses and child/children; (iv) all partners or officers of such an entity, in the aggregate, and their spouses and child/children; (v) any person, subcontractor, subsidiary, corporation, firm, partnership, limited liability company, organization or association who has received or infeasibly acquired the right to receive, from a person described in subparagraph (i) above, more than \$100,000.00 in compensation or income of any kind (including, by way of illustration, and not limitation: wages, salaries, sums paid to independent contractors, benefits, dividends, profit-sharing, pension contributions, deferred contributions, stock, stock options or gifts), in any twelve (12) month period prior to the award of, or during the term of, a contract subject to this ordinance; and (vi) all persons who are an "affiliate" of a Business Entity as defined in sections (i), (ii) and (v) above, as such term is used in 11 U.S.C. 101(2).

SECTION 1 - PROHIBITION ON AWARDING PUBLIC CONTRACTS TO CERTAIN CONTRIBUTORS

- (e) To the extent that it is not inconsistent with state or federal law, the City of Jersey City and any of its departments, instrumentalities or purchasing agents shall not enter into any agreement or otherwise contract to procure "professional services" as such term is defined at N.J.S.A. 40A:11-2(6) and used at N.J.S.A. 40A:11-5(1)(a)(i) and/or banking, insurance or other consulting service (hereinafter "Professional Services"), nor "extraordinary unspecified services" as such term is defined at N.J.S.A. 40A:11-2(7) and used at N.J.S.A. 40A:11-5(1)(a)(ii) and/or media, public relations, lobbying, parking garage management or other consulting and/or management service (hereinafter "Extraordinary Unspecified Services") from any Business Entity if such Business Entity has solicited or made any Contribution to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) to any continuing political committee or political action committee that regularly engages in the support of Jersey City municipal or Hudson County elections and/or Jersey City municipal or Hudson County candidates, candidate committees, joint candidate committees, political committees, political parties, political party committees, (hereinafter "PAC"), in excess of the thresholds specified in subsection (g) within one calendar year immediately preceding the date of the contract or agreement.
- (f) No Business Entity who submits a proposal for, enters into negotiations for, or agrees to any contract or agreement with the City of Jersey City or any of its departments or instrumentalities, for the rendition of Professional Services or Extraordinary Unspecified Services shall knowingly solicit or make any Contribution, to (i) a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or (ii) to any Jersey City or Hudson County political committee or political party committee, or (iii) any PAC between the time of first communication between that Business Entity and the municipality regarding a specific agreement for Professional Services or Extraordinary Unspecified Services, and the later of the termination of negotiations or rejection of any proposal, or the completion of the performance or specified time period of that contract or agreement.
- (g) The monetary thresholds of this Ordinance are: (i) a maximum of \$300 per calendar year each for any purpose to any candidate or candidate committee for mayor or governing body, or \$500 per calendar year to any joint candidates committee for mayor or governing body, or \$300 per calendar year to a political committee or political party committee of the City of Jersey City; (ii) \$500 maximum per calendar year to a Hudson County political committee or political party committee; and (iii) \$500 maximum per calendar year to any PAC. However, for each Business Entity party to a contract for Professional or Extraordinary Unspecified Services as defined in subparagraph (a), or engaged in negotiations for a contract defined in subparagraph (a), when such Business Entity's Contribution is aggregated with all "persons" defined in subparagraph (d)

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

of "Definitions" above, by virtue of their affiliation to that Business Entity party, a maximum of \$2,500 to all City of Jersey City candidates, candidate committees, joint candidate committees, and holders of public office having ultimate responsibility for the award of a contract, all City of Jersey City or Hudson County political committees and political party committees as described herein combined, without violating subsection (a) of this section.

(h) For purposes of this section, the office that is considered to have ultimate responsibility for the award of the contract shall be (i) the City of Jersey City Mayor or Governing body, if the contract requires approval or appropriation from the Mayor or Governing body, or (ii) the Mayor of the City of Jersey City, if the contract requires approval of the Mayor, or if a public officer who is responsible for the award of a contract is appointed by the Mayor.

(i) Rules regarding subcontractors. No person may be awarded a subcontract to perform under a contract subject to this Ordinance, if the subcontractor would be disqualified by paragraph (a) from receiving the contract at the time that the subcontract is awarded. Nor may any person who would be disqualified by paragraph (a) from receiving the contract perform substantially all of obligations described in a contract for professional or extraordinary services that is subject to this ordinance.

SECTION 2 - CONTRIBUTIONS MADE PRIOR TO THE EFFECTIVE DATE

No Contribution or solicitation of contributions made prior to the effective date of this Ordinance shall be deemed to give rise to a violation of this Ordinance.

SECTION 3 - CONTRACT RENEWAL

No contract subject to this ordinance may be renewed, extended, or materially modified unless the resulting renewal, extension, or modification would be allowable under the provisions of this ordinance if it were an initial contract.

SECTION 4 - CONTRIBUTION STATEMENT BY BUSINESS ENTITY

(j) Prior to awarding any contract or agreement to procure Professional Services or Extraordinary Unspecified Services from any Business Entity, the City of Jersey City or its purchasing agents and departments, as the case may be, shall receive a sworn statement from said Business Entity which is the intended recipient of said contract that he/she/it has not made a Contribution in violation of Section 1 of this Ordinance. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the City Council that the aforementioned sworn statement has been received and that the Business Entity is not in violation of this ordinance, prior to awarding the contract or agreement.

(k) A Business Entity shall have a continuing duty to report to the City of Jersey City any Contributions that constitute a violation of this act that are made during the negotiation, proposal process or the duration of a contract. The City of Jersey City, its purchasing agents and departments shall be responsible for informing the governing body within ten (10) business days after receipt of said report from the Business Entity, or at the next City Council meeting following receipt of said report from the Business Entity, or whichever comes first.

(l) The certification required under this subsection shall be made prior to entry into the contract or agreement with the City of Jersey City, or prior to the provision of services or goods, as the case may be, and shall be in addition to any other certifications that may be required by any other provision of law.

SECTION 5 - RETURN OF EXCESS CONTRIBUTIONS

A Business Entity that is a party to a contract for Professional Services or Extraordinary Unspecified Services may cure a violation of Section 1 of this Ordinance, if, within 30 days after the date on which the applicable ELEC report is published, said Business Entity notifies the municipality in writing and seeks and receives reimbursement of the Contribution from the recipient of such Contribution.

SECTION 6 - EXEMPTIONS

The contribution limitations prior to entering into a contract in Section 1(a) do not apply to contracts which (i) are awarded to the lowest responsible bidder after public advertising for bids and bidding therefor within the meaning of N.J.S.A. 40A:11-4, or (ii) are awarded in the case of emergency under N.J.S.A. 40A:11-6. There is no exemption for contracts awarded pursuant to a "Fair and Open Process" under N.J.S.A. 19:44A-20 et seq.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 7 - PENALTY

(m) It shall be a material breach of the terms of a City of Jersey City agreement or contract for Professional Services or Extraordinary Unspecified Services when a Business Entity that is a party to such agreement or contract has: (i) made or solicited a Contribution in violation of this Ordinance; (ii) knowingly concealed or misrepresented a Contribution given or received; (iii) made or solicited Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) made or solicited any Contribution on the condition or with the agreement that it will be re-contributed to a candidate, candidate committee or joint candidates committee of any candidate for elective municipal office in Jersey City, or a holder of public office having ultimate responsibility for the award of a contract, or any Jersey City or Hudson County political committee or political party committee, or any PAC; (v) engaged or employed a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any Contribution, which if made or solicited by the professional Business Entity itself, would subject that entity to the restrictions of this Ordinance; (vi) funded contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) engaged in any exchange of Contributions to circumvent the intent of this Ordinance; or (viii) directly or indirectly, through or by any other person or means, done any act which if done directly would subject that entity to the restrictions of this Ordinance.

(n) Furthermore, any Business Entity that violates Section 7 (a) (i-viii) shall be disqualified from eligibility for future City of Jersey City contracts for a period of four (4) calendar years from the date of the violation.

(o) Any person who knowingly, purposely, or recklessly violates any provision of this ordinance, or who conspires with another person to violate any provision of this ordinance, or who, with the purpose of promoting or facilitating a violation of this ordinance, solicits another person to commit it, or aids or agrees, or attempts to aid another person in planning or committing it, shall be subject to punishment including fines and/or imprisonment as fixed by law for violations of the ordinances of the City of Jersey City.

SECTION 8 - CITIZENS PRIVATE RIGHT OF ACTION

In addition to any rights that were heretofore available, or which may hereafter be available, to citizens, taxpayers, or associations, to challenge violations of this ordinance, every person aggrieved by a violation of the ordinance, or any taxpayer or resident of the City of Jersey City has the right, consistent with the Rules of Court, to file charges in a court of competent jurisdiction, and/or to pursue a civil action for a violation of this ordinance in a court of competent jurisdiction, and to seek and obtain declaratory, injunctive, or other legal or equitable relief, including but not limited to, attorneys fees and costs, arising from or related to a violation of this ordinance.

SECTION 9 - SEVERABILITY

If any provision of this Ordinance, or the application of any such provision to any person or circumstances, shall be held invalid, the remainder of this Ordinance to the extent it can be given effect, or the application of such provision to persons or circumstances other than those to which it is held invalid shall not be affected thereby, and to this extent the provisions of this Ordinance are severable. The drafters of this Ordinance, the persons signing the petition in support of this Ordinance, and the persons who cast votes in favor of the Ordinance, declare that they would have supported the Ordinance and each section, subsection, sentence, clause, phrase, or provision or application thereof, irrespective of the fact that any one or more other sections, subsections, sentences, clauses, phrases, or provisions or applications thereof may be held invalid.

COMMITTEE OF PETITIONERS pursuant to N.J.S.A. 40:69A-186

James Carroll, 44 Terrace, Jersey City, New Jersey 07307
Steven Fulop, 76 Essex Street, Jersey City, N.J. 07302
Daniel Levin, 228 1/2 Third Street, Jersey City, NJ 07302
Aaron Morfitt, 209 Washington Street, Jersey City, N.J. 07302
Shelly Skinner, 286 Pavonia, Jersey City, N.J. 07302

SECTION 10 - REPEALER

All ordinances or parts of ordinances which are inconsistent with any provisions of this Ordinance are hereby repealed as to the extent of such inconsistencies.

An ordinance establishing that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE)

SECTION 11 - INDEXING

The monetary thresholds of "Definitions" Section (d) and Section 1(c) of this ordinance shall be increased effective March 1 of each calendar year by the percentage increase, in the prior calendar year, of the consumer price index for all urban consumers (CPI-U) for the New York-Northern New Jersey-Long Island region, rounded to the nearest \$10.00. The Clerk of this City of Jersey City shall, by no later than April 1 of each calendar year, prepare and publish the revised thresholds on the official municipal website and in an official municipal newspaper.

SECTION 12 - EFFECTIVE DATE

This Ordinance shall become effective twenty (20) days following the final adoption thereof by the Municipal Council of the City of Jersey City and shall be published as required by law.

APPROVED AS TO LEGAL FORM

APPROVED: _____

Corporation Counsel

APPROVED: _____
Business Administrator

Certification Required ☐

Not Required ☐

Ordinance of the City of Jersey City, N.J.

ORDINANCE NO. 4.A. Ord. 08-128

TITLE:

An ordinance establishing a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in its ability to receive public contracts from the City of Jersey City (Contractor Pay-to-Play Reform Ordinance)



INITIATED BY PETITION CERTIFIED AUGUST 20, 2008

RECORD OF COUNCIL VOTE ON INTRODUCTION											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FLOOD				FLOOD			
LIPSKI				RICHARDSON				VEBA, PRES.			

Indicates Vote: JAMES F. WADDLETON, AARON MORELL, JAMES CARROLL, N.V.-Not Voting (Abstain)
 BREY SCHINDLER, RAYLIE WINKEL, SEBASTIAN BERNHEIM
 STEVE DAVISON, TOM GIOBONS, HEATHER TAYLOR
 TOM WILEN, SHIGLEY SKINNER, DANIEL LEVIN

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FLOOD	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEBA, PRES.	✓		

Indicates Vote: DAN FALCON, YVONNE BALZER, N.V.-Not Voting (Abstain)
 ANTHONY MORELL
 ANDREW HUBSCH
 MAHALEY BOWLES

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO				GAUGHAN				BRENNAN			
SPINELLO				FLOOD				FLOOD			
LIPSKI				RICHARDSON				VEBA, PRES.			

Indicates Vote: N.V.-Not Voting (Abstain)

RECORD OF FINAL COUNCIL VOTE											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
SOTTOLANO	✓			GAUGHAN	✓			BRENNAN	✓		
SPINELLO	✓			FLOOD	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEBA, PRES.	✓		

Indicates Vote: N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008

Adopted on second and final reading after hearing on

SEP 03 2008

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on SEP 03 2008

APPROVED:

Mariano Vega Jr.
 Mariano Vega, Jr., Council President

Date: SEP 03 2008

APPROVED:

Joseph T. Mendez
 Joseph T. Mendez, Mayor

Date: SEP 05 2008

Date to Mayor: SEP 04 2008

*Amendment(s):

Robert Byrne
 Robert Byrne, City Clerk

EXHIBIT D

MANDATORY AFFIRMATIVE ACTION LANGUAGE

The requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.* are incorporated herein, including but not limited to the following provisions:

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

a. 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 or sex. Except with respect to affectional or sexual orientation, 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 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 the provisions of this nondiscrimination clause.

b. 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 or sex.

c. 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 workers' 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.

d. 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.

2. 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.

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

4. 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.

5. 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

6. 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:

a. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;

b. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

c. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

7. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1 et seq.

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.

PROFESSIONAL SERVICES CONTRACT NO. 19-05-MPN12

THIS REAUTHORIZED AND AMENDED PROFESSIONAL SERVICES CONTRACT NO. 19-05-MPN12 (the "**First Amended Contract**"), entered into as of this 1st day of June 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 **CME ASSOCIATES**, with offices at 3141 Bordentown Avenue, Parlin, New Jersey 08859-1162 ("**CME**"; together with the Agency, the "**Parties**"; each, a "**Party**").

WITNESSETH:

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

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

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

WHEREAS, the City and the Agency have entered into a certain Cooperation Agreement (the "**Cooperation Agreement**") pursuant to which the Agency is authorized to act as the City's agent with respect to the redevelopment of the Redevelopment Area; and

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

WHEREAS, by Resolution No. 19-05-5 dated May 21, 2019 the Agency authorized execution of professional services contract 19-05-MPN12 with CME for the performance of the Engineering Services, which expired on May 31, 2020 ("**Original Contract**"); and

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

WHEREAS, CME submitted an updated proposal to the Agency (the "**Supplemental Proposal**") to perform the Engineering Services and additional work necessary to complete the Engineering Services (the "**Amended Engineering Services**"), which Supplemental Proposal is attached hereto as **Exhibit A**; and

WHEREAS, Resolution 20-05-3 adopted on May 19, 2020, attached hereto as **Exhibit B**, reauthorized and amended the Original Contract with CME to complete and perform the Amended Engineering Services; and

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

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

SECTION 1 – PURPOSE OF CONTRACT

The above recitals are hereby incorporated by reference into this First Amended Contract, as if set forth in full. The purpose of this First Amended Contract is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with CME's continued performance of the Engineering Services and the Amended Engineering Services set forth in the Supplemental Proposal.

SECTION 2 – SCOPE OF SERVICES; PERFORMANCE

A. The Parties shall cooperate in arranging for CME's lawful access to the Property, including obtaining any required permits, authorizations, approvals or agreements.

B. CME shall continue to perform the Engineering Services and the Amended Engineering Services set forth in the Supplemental Proposal; and prepare all deliverables as outlined in and in accordance with the scope of work set forth in the Supplemental Proposal.

C. Performance of the Engineering Services shall not be materially different from or more or less extensive than as specified in the Supplemental Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and CME.

D. In performing the Engineering Services, CME 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, CME shall be solely responsible for determining the means and methods of performing the Engineering Services.

E. CME shall perform the Engineering Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

F. CME shall provide to the Agency a detailed, written schedule for performance of the Engineering Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables.

G. CME shall provide regular progress reports to the Agency, at least monthly, describing at a minimum the work performed, anticipated upcoming tasks, and any problems encountered in rendering the Engineering Services.

H. All Engineering Services shall be performed by licensed individuals, where applicable.

SECTION 3 – COMPENSATION AND PAYMENT

A. Compensation paid by the Agency to CME for the performance of the Engineering Services shall not exceed Five Hundred Nine Thousand, One Hundred Ten Dollars (\$509,110.00), which amount includes additional work in the amount of \$114,410.00 to be paid in accordance with the "Authority Consulting Engineering Services" hourly rate schedule set forth in the Supplemental Proposal. Such compensation shall include, and the Agency shall not be responsible for paying, any labor, overhead costs and basic support services incurred by CME. The Agency will not reimburse CME for costs deemed by the Agency to be part of CME's labor costs, overhead costs and/or basic support services. CME shall be solely responsible for its own travel, meal and printing expenses, all of which are hereby deemed part of CME's overhead costs.

B. Prior to engaging in work that may exceed the scope of the Engineering Services, CME 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. CME shall not proceed with any such additional work without obtaining the prior, written consent of the Agency. Any modifications of the Engineering Services which would result in increasing the not to exceed amount set forth in Section 3(A) 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. CME shall submit to the Agency any invoices and any required Agency accounts payable vouchers showing the Engineering Services performed and the charges therefor during the period covered thereby, in proportion to the total Engineering Services to be completed hereunder. CME understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

SECTION 4 – INSURANCE

A. CME 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 CME for all Engineering Services required hereunder.

i. **Commercial General Liability Coverage.** CME shall, at its own cost and expense, obtain and keep in force during the term of the First Amended Contract, a policy of general liability ("CGL") insurance insuring against any and all liability arising out of CME'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. **Professional Liability Insurance.** CME shall, at its own cost and expense, obtain and keep in force during the term of the First Amended Contract, 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. **Workers' Compensation Insurance.** CME shall, at its own cost and expense, obtain and keep in force during the term of the First Amended Contract, 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 CME 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 CME as its employee and will not be responsible for any workers' compensation claims filed against CME. CME shall have no status relative to the Agency other than that of independent contractor.

iv. **Automobile Liability Coverage.** CME shall, at its own cost and expense, obtain and keep in full force during the term of the First Amended Contract 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 CME pursuant to this First Amended Contract 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 Engineering 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. Prior to commencement of any work pursuant to the First Amended Contract, CME shall provide the Agency with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this First Amended Contract, and in the case of CME'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 CME's policies of insurance required to be purchased and maintained pursuant to this First Amended Contract.

iv. The policies required to be purchased and maintained pursuant to this First Amended Contract shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by CME or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to CME and to the Agency.

v. CME 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 First Amended Contract.

SECTION 5 - TERMINATION

A. The Agency reserves the right to terminate this First Amended Contract in whole or in part, at its sole discretion, upon giving at least five (5) days' written notice to CME of such termination and specifying the effective date therefor. In such case, CME shall continue to provide the Engineering Services as required by the Agency until the effective date provided in the termination notice.

B. If this First Amended Contract is terminated by the Agency pursuant to Section 5(A), CME shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total Engineering Services covered by this First Amended Contract, less payments of compensation previously made, provided that the Agency shall not be responsible for any additional fees, costs, expenses or charges incurred by CME as a result of such termination.

C. If the Agency terminates this First Amended Contract due to the fault of CME, all finished or unfinished documents, data, studies, and reports prepared by CME under this First Amended Contract shall, at the option of the Agency, become the Agency's property, and CME shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, CME shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this First Amended Contract by CME, and the Agency may withhold any payments to CME for the purpose of setoff until such time as the exact amount of damages due the Agency from CME is determined.

SECTION 6 – DISPUTE RESOLUTION

Disputes arising under this First Amended Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration 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 First Amended Contract 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

A. CME shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the Agency and the 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, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of CME, or its officers, employees, contractors or agents, in the performance of this First Amended Contract.

B. This contractual indemnification requirement shall not apply to any claims of professional negligence. However, nothing in this First Amended Contract shall abridge, modify or curtail in any way the Agency and/or the City's rights to seek common law indemnification from CME, or to otherwise pursue any kind of claim arising from or relating to any act or omission by CME.

SECTION 8 – TERM OF CONTRACT

This First Amended Contract shall terminate on May 31, 2021, unless otherwise terminated by the Agency before such termination date in accordance with Section 5 herein.

SECTION 9 – POLITICAL CONTRIBUTION DISCLOSURE

This First Amended Contract has been awarded to CME based on its merits and abilities to provide the Engineering Services described herein and in accordance with applicable law. CME 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 First Amended Contract 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 Exhibit D, 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 Exhibit E.

SECTION 11 – CONFIDENTIALITY

In the course of performing the Engineering Services, CME may gain access to nonpublic and confidential information. The Agency requires CME to maintain the confidentiality of such information both during and after the course of CME work with the Agency. CME shall implement appropriate procedures to ensure the protection of all such information.

SECTION 12 – ENTIRE CONTRACT

Subject to Section 16 herein, this First Amended Contract and all exhibits attached hereto constitute the entire agreement between the Agency and CME with respect to the subject matter hereof. This First Amended Contract 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 First Amended Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14 – COUNTERPARTS

This First Amended Contract may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

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 First Amended Contract and the terms and conditions of the Supplemental Proposal, the terms and conditions of this First Amended Contract shall control. The Parties agree that the portions of the "General Conditions" (appearing immediately after the Authority Consulting Engineering Services hourly rate schedule) in the Supplemental Proposal entitled "Indemnification" and the first sentence of the section entitled "Limitations of Liability" are hereby stricken and shall be of no force and effect. In accordance with the Original Contract, the

portions of the proposal relating to the Original Contract entitled "General Conditions" and "Environmental Engineering and LSRP Services General Conditions and Hourly Rate Schedule to January 1, 2019" shall continue to be stricken and of no force and effect.

SECTION 17 – APPLICABLE LAW

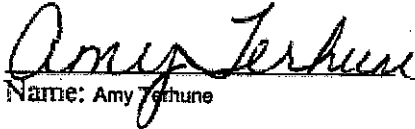
CME acknowledges that it has complied with Affirmative Action/Equal Employment Opportunity, Pay-to-Play and business registration requirements and that all required forms in connection therewith are on file with the Agency. This First Amended Contract shall be governed and construed under and in accordance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

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Agency and CME have entered into this First Amended Contract as of the Effective Date.

ATTEST:

CME ASSOCIATES

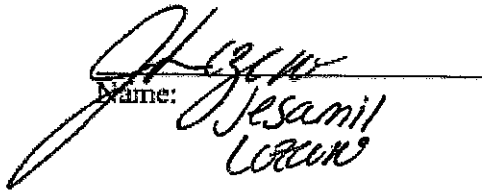

Name: Amy Terhune

By:


Name: David J. Samuel, P.E., P.P., C.M.E.
Title: Partner

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY


Name: Jesamir Lozano

By:


Diana Jeffrey
Executive Director



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

TM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

May 18, 2020

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

Attn: Diana Jeffrey
Executive Director

RE: Bayfront Redevelopment Project
Jersey City, New Jersey
JCRA Contract No.: 19-05-MPN12
Our File: PJC00503.01

Dear Ms. Jeffrey:

Pursuant to your office's request, we have reviewed the project status and outstanding balances for the above referenced project.

Please note that at this time, after multiple requested design revisions, our office has substantially completed the general design document preparation. However, there are remaining items to be completed both in our original scope of services and also outside our original proposed scope of services. In general, the remaining items required to be completed include preparing the project specifications (coordinating with and utilizing the JCMUA format), plan coordination with the JCRA's sustainability consultant, preparing and submitting a permit application for NJDEP Treatment Works Approval, completing the subsurface investigation work, finalizing the NJDEP submission for the permit modifications, preparing and filing the application, plans and reports associated with the Soil Erosion and Sediment Control Plan certification, and attending additional project meetings associated with the above.

As you are aware, the JCRA previously approved the attached proposal dated May 20, 2019, in the total amount of \$394,700.00. During the course of performing the services outlined in the proposal, our office performed additional engineering services for the JCRA that were not originally anticipated as part of our proposal and included in our scope of services. The project experienced multiple site engineering revisions and modifications throughout its duration that required labor and coordination efforts with multiple Jersey City and other Agencies that were not anticipated at the time of our original proposal submission. Throughout the course of our projects, our office makes every effort to keep projects progressing while utilizing existing budgets to perform certain tasks without the need to request an extra. In this instance, however, due to the



To: Ms. Jeffrey
May 18, 2020
Page 2

magnitude and number of revisions requested, the issues relating to the above were not able to be performed within the existing budget. As noted, in order to not delay the project, we performed these tasks while indicating the revisions were not within our original scope.

With regard to tasks related to Subsurface Investigations, our proposal included preparing a report with recommendations for design of utility lines. To-date, our office has issued an Executed Summary of our report and is in the process of completing the final report. After the JCRA has had an opportunity to review and as the project moves forward toward completion, if it is deemed that additional structural/geotechnical engineering services are required, we will provide a proposal for same. However, as directed, we will proceed with the four (4) test borings along the portion of Kellogg Street requiring Controlled Modulus Columns (CMC). This information would be required by the CMC bidders in order for them to assess the spacing and depths of the CMCs based on the design loadings. We will also proceed with the two (2) additional borings for refining the surcharge on the west side of Kellogg Street where we will not have any CMCs. The cost of the driller and lab will be billed as a direct expense with an estimated cost of \$19,000.00.

We were also requested to add Sustainability Consultant Coordination to our scope for implementing sustainability measures into the project. The sustainability measures include adding energy thermals and IT utilities into the plans.

Accordingly, we respectfully submit the following Professional Engineering Services cost estimates for continuation of the remaining design tasks for the above referenced project. Therefore, our contract total based upon the above referenced additional scope of services would be as follows:

1.	Original Proposal Amount	\$394,700.00
2.	Site Engineering Revisions and Modifications/ Amendments to the Site Plans & Sustainability Consultant Coordination	\$ 60,000.00
	Sub-Total 1-2:	\$454,700.00

Work to be Completed

3.	Additional Project Meetings	\$ 7,500.00
4.	Design Phase Services	\$ 27,910.00
5.	Driller and Laboratory for Borings	\$ 19,000.00
	Sub-Total 4-5:	\$ 54,410.00

Contract Total 1-5: \$509,110.00



To: Ms. Jeffrey
May 18, 2020
Page 3

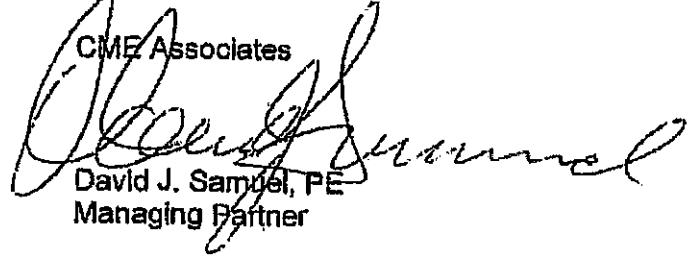
Our office recommends an extension of our contract, as our office continues with the design phase services for this project. Pursuant to the terms of our enclosed proposal dated May 20, 2019, our firm's updated rate schedule is enclosed.

The remaining services and terms of our referenced proposal would remain in effect.

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

Very truly yours,

CME Associates



David J. Samuel, PE
Managing Partner

DJS/BT/RJR/RER

Enclosure

cc: Chris Fiore, JCRA
Daniel Nazario, JCRA



**AUTHORITY CONSULTING ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2021**

Senior Project Manager.....	\$186.00 Per Hour
Project Manager.....	\$185.00 Per Hour
Project Leader.....	\$184.00 Per Hour
Professional Engineer.....	\$182.00 Per Hour
Senior Project Engineer.....	\$179.00 Per Hour
Project Engineer.....	\$173.00 Per Hour
Senior Design Engineer.....	\$170.00 Per Hour
Design Engineer.....	\$169.00 Per Hour
Senior Engineering Technician.....	\$156.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$150.00 Per Hour
Professional Land Surveyor.....	\$182.00 Per Hour
Land Surveyor.....	\$157.00 Per Hour
Robotic Total Station.....	\$ 72.00 Per Hour
Party Chief.....	\$135.00 Per Hour
Survey Technician.....	\$131.00 Per Hour
Resident Engineer.....	\$158.00 Per Hour
Chief Construction Engineer.....	\$164.00 Per Hour
Senior Construction Engineer.....	\$158.00 Per Hour
Construction Engineer.....	\$155.00 Per Hour
Chief Construction Technician.....	\$152.00 Per Hour
Senior Construction Technician.....	\$148.00 Per Hour
Construction Technician.....	\$143.00 Per Hour
Technical Assistant.....	\$107.00 Per Hour
Senior CADD Technician.....	\$162.00 Per Hour
Licensed Landscape Architect.....	\$157.00 Per Hour
Senior Landscape Designer.....	\$148.00 Per Hour
Certified Tree Expert.....	\$132.00 Per Hour
Landscape Designer.....	\$121.00 Per Hour
Director of Planning.....	\$186.00 Per Hour
Professional Planner.....	\$175.00 Per Hour
Project Planner.....	\$166.00 Per Hour
Planning Technician.....	\$156.00 Per Hour
Partner.....	\$205.00 Per Hour
Principal.....	\$195.00 Per Hour
Managing Partner/Administrative Partner.....	\$217.00 Per Hour

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





JOHN H. ALLGAIER, PE, PP, LS (1983-2031)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
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ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

May 20, 2019

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

Attn: Ms. Mary Pat Noonan
Senior Project Manager

Re: Bayfront Redevelopment Project
Engineering Consulting Services

Dear Ms. Noonan:

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

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

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

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

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

Very truly yours,

CME Associates

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

DJS/BA/blr
Enclosure



PROPOSED SCOPE OF SERVICES

TASK 1 REVIEW OF EXISTING DOCUMENTS

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

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

TASK 2 ATTEND PROJECT MEETINGS

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

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

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

TASK 3 VALUE ENGINEERING

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

TASK 4 UPDATE INFRASTRUCTURE MASTER CONCEPT DESIGN

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

TASK 5 PREPARATION OF DETAILED ENGINEERING DESIGN

Site Engineering Services

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



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

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

SUBSURFACE INVESTIGATIONS:

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

Water and Waste Water Utilities Design Services

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

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



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

High Level Analysis of CSO's

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

Landscape Design Services

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

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

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

Preliminary Design

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



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

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

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

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

Final Design and Bid Documents

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

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



TASK 6 PERMITTING STRATEGY FOR PHASE I

Land Use and Army Corps Permits:

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

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

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

Soil Erosion and Sediment Control Certificate:

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

Treatment Works Approval:

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

ASSUMPTIONS AND LIMITATIONS

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



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

COST PROPOSAL

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

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

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



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

Senior Project Manager.....	\$170.00 Per Hour
Project Manager.....	\$169.00 Per Hour
Project Leader.....	\$168.00 Per Hour
Professional Engineer.....	\$167.00 Per Hour
Senior Project Engineer.....	\$164.00 Per Hour
Project Engineer.....	\$158.00 Per Hour
Senior Design Engineer.....	\$156.00 Per Hour
Design Engineer.....	\$155.00 Per Hour
Senior Engineering Technician.....	\$143.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$137.00 Per Hour
Professional Land Surveyor.....	\$173.00 Per Hour
Land Surveyor.....	\$144.00 Per Hour
Robotic/Total Station.....	\$ 86.00 Per Hour
Party Chief.....	\$124.00 Per Hour
Survey Technician.....	\$120.00 Per Hour
Resident Engineer.....	\$145.00 Per Hour
Chief Construction Engineer.....	\$150.00 Per Hour
Senior Construction Engineer.....	\$145.00 Per Hour
Construction Engineer.....	\$142.00 Per Hour
Chief Construction Technician.....	\$139.00 Per Hour
Senior Construction Technician.....	\$135.00 Per Hour
Construction Technician.....	\$131.00 Per Hour
Technical Assistant.....	\$ 98.00 Per Hour
Senior CADD Technician.....	\$148.00 Per Hour
Licensed Landscape Architect.....	\$144.00 Per Hour
Senior Landscape Designer.....	\$135.00 Per Hour
Certified Tree Expert.....	\$121.00 Per Hour
Landscape Designer.....	\$111.00 Per Hour
Director of Planning.....	\$175.00 Per Hour
Professional Planner.....	\$160.00 Per Hour
Project Planner.....	\$152.00 Per Hour
Planning Technician.....	\$143.00 Per Hour
Partner.....	\$188.00 Per Hour
Principal.....	\$178.00 Per Hour
Managing Partner/Administrative Partner.....	\$199.00 Per Hour

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

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

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

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



EXHIBIT A
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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal opportunity 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, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and 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 targeted 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance/)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this

day of

Notary Public, State of New Jersey

AMY S. TERHUNE
NOTARY PUBLIC OF NEW JERSEY
Commission # 50000629
My Commission Expires 7/24/2024

David J. Samuel, P.E., P.P., C.M.E.
Managing Partner, CME Associates



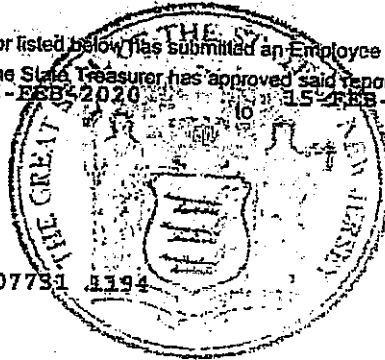
Certification 1818

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-FEB-2020 to 15-FEB-2023

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL

NJ 07731 1194



Elizabeth Maher Muoio
ELIZABETH MAHER MUOIO
State Treasurer





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

Senior Project Manager.....	\$186.00 Per Hour
Project Manager.....	\$180.00 Per Hour
Project Leader.....	\$178.00 Per Hour
Professional Engineer.....	\$174.00 Per Hour
Senior Project Engineer.....	\$166.00 Per Hour
Senior Project Scientist.....	\$165.00 Per Hour
Project Engineer/Scientist I.....	\$165.00 Per Hour
Project Engineer/Scientist II.....	\$152.00 Per Hour
Project Engineer.....	\$149.00 Per Hour
Project Engineer/Scientist III.....	\$146.00 Per Hour
Project Scientist.....	\$146.00 Per Hour
Project Engineer/Scientist IV.....	\$133.00 Per Hour
Senior Design Engineer.....	\$151.00 Per Hour
Staff Scientist.....	\$122.00 Per Hour
Senior Field Engineer/Geologist.....	\$150.00 Per Hour
Field Engineer/Geologist.....	\$133.00 Per Hour
Staff Geologist.....	\$122.00 Per Hour
Design Engineer.....	\$119.00 Per Hour
Senior Engineering Technician.....	\$110.00 Per Hour
Environmental Technician.....	\$102.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$106.00 Per Hour
Professional Land Surveyor.....	\$164.00 Per Hour
Land Surveyor.....	\$141.00 Per Hour
Robotic Total Station.....	\$ 65.00 Per Hour
Party Chief.....	\$119.00 Per Hour
Survey Technician.....	\$ 94.00 Per Hour
Resident Engineer.....	\$142.00 Per Hour
Chief Construction Engineer.....	\$133.00 Per Hour
Senior Construction Engineer.....	\$111.00 Per Hour
Construction Engineer.....	\$108.00 Per Hour
Chief Construction Technician.....	\$ 93.00 Per Hour
Senior Construction Technician.....	\$ 83.00 Per Hour
Construction Technician.....	\$ 77.00 Per Hour
Technical Assistant.....	\$ 85.00 Per Hour
Senior CADD Technician.....	\$118.00 Per Hour
Licensed Landscape Architect.....	\$158.00 Per Hour
Senior Landscape Designer.....	\$142.00 Per Hour
Certified Tree Expert.....	\$127.00 Per Hour
Landscape Designer.....	\$113.00 Per Hour
Director of Planning.....	\$168.00 Per Hour
Professional Planner.....	\$166.00 Per Hour
Project Planner.....	\$142.00 Per Hour
Planning Technician.....	\$117.00 Per Hour
Partner.....	\$207.00 Per Hour
Principal/Environmental.....	\$207.00 Per Hour
Managing Partner/Administrative Partner.....	\$217.00 Per Hour

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



STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
P.O. BOX 287
TRENTON, NJ 08646-0287

TAXPAYER NAME

STEFANO, SAMUEL D. CORNELL J. MCCLELLAN

TRADE NAME

CONSULTING AND MUNICIPAL ENGINEERS

TAXPAYER IDENTIFICATION#

223-434-435/000

CONTRACTOR CERTIFICATION#

115495

ADDRESS

7460 ROUTE 9
HOWELL NJ 07731

ISSUANCE DATE

05/07/02

EFFECTIVE DATE

01/01/97

FORM-BRC(08-01)

Deputy Director

This Certificate is NOT assignable or transferable. It must be kept in the possession of the contractor at all times.

EXHIBIT B

**JERSEY CITY REDEVELOPMENT AGENCY
BOARD OF COMMISSIONERS
RESOLUTION 20-05-3**

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

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

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

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

WHEREAS, in connection with the redevelopment of the Redevelopment Area, the City entered into a certain Cooperation Agreement (the "Cooperation Agreement") with the Jersey City Redevelopment Agency (the "Agency") pursuant to which the Agency is authorized to oversee and manage the redevelopment of the Property, including procurement of all necessary professionals; and

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the Redevelopment Plan and the Cooperation Agreement, the Agency requires professional engineering consulting services from an experienced and qualified firm to perform due diligence review, attend meetings, render value engineering services, update infrastructure master concept design, prepare engineering designs, coordinate permitting strategy and perform other related services (the "Engineering Services") relating to the Redevelopment Area; and

WHEREAS, on May 21, 2019 the Board of Commissioners of the Agency approved Resolution No. 19-05-5 authorizing a professional services agreement with CME Associates ("CME") to provide the Engineering Services; and

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

WHEREAS, CME submitted an updated proposal to the Agency (the "Proposal") describing the status of CME's performance of the Engineering Services and setting forth the remaining Engineering Services to be performed; and

WHEREAS, CME possesses the skills and expertise to perform the Engineering Services; and

WHEREAS, the Agency wishes to reauthorize and amend the professional services contract with CME to continue performing the Engineering Services at the Property to be a total contract amount not to exceed \$509,110.00, which amount includes additional work in the amount of \$114,410.00, 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 Engineering Services; and

WHEREAS, notice of the award of the professional services 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 and amends a professional services contract with CME for performance of the Engineering Services for a total contract amount not to exceed \$509,110.00, and for a term to expire no later than one (1) year after the effective date of such agreement in accordance with terms and conditions set forth in the Agency's form professional services agreement and the Proposal.

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


Diana H. Jeffrey, Secretary

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of May 19, 2020.

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

EXHIBIT C

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

**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

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
CME Associates, P (name of business entity) has not made any reportable
contributions in the **one-year period preceding (date City Council
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award
of this contract. I further certify that during the term of the contract CME Associates
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-
128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and
certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CME Associates, P

Signed David J. Samuel Title: Managing Partner

Print Name David J. Samuel, P.E., P.P., C.M.E. Date: 7/13/20

Subscribed and sworn before me
this 13th day of July, 2020.
My Commission expires:

Amy S. Terhune
Amy S. Terhune, Notary Public
(Print name & title of affiant) (Corporate Seal)

**AMY S. TERHUNE
NOTARY PUBLIC OF NEW JERSEY
Commission # 50000829
My Commission Expires 7/24/2024**

****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.**

EXHIBIT D

MANDATORY AFFIRMATIVE ACTION LANGUAGE

The requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.* are incorporated herein, including but not limited to the following provisions:

1. During the performance of this contract, the contractor agrees as follows:
 - a. 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 or sex. Except with respect to affectional or sexual orientation, 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 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 the provisions of this nondiscrimination clause.
 - b. 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 or sex.
 - c. 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 workers' 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.
 - d. 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.
2. 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.
3. 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, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

4. 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.

5. 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

6. 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:

a. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;

b. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

c. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

7. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1 et seq.

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.

PROFESSIONAL SERVICES CONTRACT NO. 19-05-MPN12

THIS PROFESSIONAL SERVICES CONTRACT NO. 19-05-MPN12 (the "Contract"), entered into as of this 1st day of June, 2019 (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 **CME ASSOCIATES**, with offices at 3141 Bordentown Avenue, Parlin, New Jersey 08859-1162 ("CME"; together with the Agency, the "Parties"; each, a "Party").

WITNESSETH:

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

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

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

WHEREAS, the City and the Agency have entered into a certain Cooperation Agreement (the "Cooperation Agreement") pursuant to which the Agency is authorized to act as the City's agent with respect to the redevelopment of the Redevelopment Area; and

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

WHEREAS, on March 5, 2019, the Agency issued a Solicitation for Quotes for the Engineering Services to CME; and

WHEREAS, CME Associates submitted a proposal dated May 20, 2019 to provide the Engineering Services (the "Proposal"); and

WHEREAS, by Resolution No. 19-05-5 dated May 21, 2019, attached hereto as Exhibit B, the Agency authorized execution of a professional services contract with CME for CME's performance of the Engineering Services in accordance with the terms and conditions of the Agency's form professional services agreement; and

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

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

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

SECTION 1 – PURPOSE OF CONTRACT

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

SECTION 2 – SCOPE OF SERVICES; PERFORMANCE

A. The Parties shall cooperate in arranging for CME's lawful access to the Property, including obtaining any required permits, authorizations, approvals or agreements.

B. CME shall perform the Engineering Services and shall prepare all deliverables as outlined in and in accordance with the scope of work set forth in the Proposal.

C. 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 CME.

D. In performing the Engineering Services, CME 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, CME shall be solely responsible for determining the means and methods of performing the Engineering Services.

E. CME shall perform the Engineering Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

F. CME shall provide to the Agency a detailed, written schedule for performance of the Engineering Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables.

G. CME shall provide regular progress reports to the Agency, at least monthly, describing at a minimum the work performed, anticipated upcoming tasks, and any problems

encountered in rendering the Engineering Services.

H. All Engineering Services shall be performed by licensed individuals, where applicable.

SECTION 3 – COMPENSATION AND PAYMENT

A. Compensation paid by the Agency to CME for the performance of the Engineering Services shall not exceed Three Hundred and Ninety-Five Thousand Dollars (\$395,000.00). The Agency shall pay CME in accordance with the "Authority Consulting Engineering Services" hourly rate schedule set forth in the Proposal. Such compensation shall include, and the Agency shall not be responsible for paying, any labor, overhead costs and basic support services incurred by CME. The Agency will not reimburse CME for costs deemed by the Agency to be part of CME's labor costs, overhead costs and/or basic support services. CME shall be solely responsible for its own travel, meal and printing expenses, all of which are hereby deemed part of CME's overhead costs.

B. Prior to engaging in work that may exceed the scope of the Engineering Services, CME 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. CME shall not proceed with any such additional work without obtaining the prior, written consent of the Agency. Any modifications of the Engineering Services which would result in increasing the not to exceed amount set forth in Section 3(A) 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. CME shall submit to the Agency any invoices and any required Agency accounts payable vouchers showing the Engineering Services performed and the charges therefor during the period covered thereby, in proportion to the total Engineering Services to be completed hereunder. CME understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

SECTION 4 – INSURANCE

A. CME 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 CME for all Engineering Services required hereunder.

i. **Commercial General Liability Coverage.** CME shall, at its own cost and expense, obtain and keep in force during the term of the Contract, a policy of general liability ("CGL") insurance insuring against any and all liability arising out of CME'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. **Professional Liability Insurance.** CME shall, at its own cost and expense, obtain and keep in force during the term of the Contract, 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. **Workers' Compensation Insurance.** CME shall, at its own cost and expense, obtain and keep in force during the term of the Contract, 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 CME 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 CME as its employee and will not be responsible for any workers' compensation claims filed against CME. CME shall have no status relative to the Agency other than that of independent contractor.

iv. **Automobile Liability Coverage.** CME shall, at its own cost and expense, obtain and keep in full force during the term of the Contract 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 CME pursuant to this Contract 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 Engineering 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. Prior to commencement of any work pursuant to the Contract, CME shall provide the Agency with certificates of insurance and complete copies of all policies and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Contract, and in the case of CME'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 CME's policies of insurance required to be purchased and maintained pursuant to this Contract.

iv. The policies required to be purchased and maintained pursuant to this Contract shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement, by CME or any insurance company unless thirty (30) days' prior written notice is sent by certified mail to CME and to the Agency.

v. CME 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 Contract.

SECTION 5 - TERMINATION

A. The Agency reserves the right to terminate this Contract in whole or in part, at its sole discretion, upon giving at least five (5) days' written notice to CME of such termination and specifying the effective date therefor. In such case, CME shall continue to provide the Engineering Services as required by the Agency until the effective date provided in the termination notice.

B. If this Contract is terminated by the Agency pursuant to Section 5(A), CME shall be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total Engineering Services covered by this Contract, less payments of compensation previously made, provided that the Agency shall not be responsible for any additional fees, costs, expenses or charges incurred by CME as a result of such termination.

C. If the Agency terminates this Contract due to the fault of CME, all finished or unfinished documents, data, studies, and reports prepared by CME under this Contract shall, at the option of the Agency, become the Agency's property, and CME shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, CME shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by CME, and the Agency may withhold any payments to CME for the purpose of setoff until such time as the exact amount of damages due the Agency from CME is determined.

SECTION 6 - DISPUTE RESOLUTION

Disputes arising under this Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation, binding arbitration 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 Contract 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

A. CME shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the Agency and the 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, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of CME, or its officers, employees, contractors or agents, in the performance of this Contract.

B. This contractual indemnification requirement shall not apply to any claims of professional negligence. However, nothing in this Contract shall abridge, modify or curtail in any way the Agency and/or the City's rights to seek common law indemnification from CME, or to otherwise pursue any kind of claim arising from or relating to any act or omission by CME.

SECTION 8 – TERM OF CONTRACT

This Contract shall terminate on May 31, 2020, unless otherwise terminated by the Agency before such termination date in accordance with Section 5 herein.

SECTION 9 – POLITICAL CONTRIBUTION DISCLOSURE

This Contract has been awarded to CME based on its merits and abilities to provide the Engineering Services described herein and in accordance with applicable law. CME 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 Contract 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 Exhibit D, 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 Exhibit E.

SECTION 11 – CONFIDENTIALITY

In the course of performing the Engineering Services, CME may gain access to nonpublic and confidential information. The Agency requires CME to maintain the confidentiality of such information both during and after the course of CME work with the Agency. CME shall implement appropriate procedures to ensure the protection of all such information.

SECTION 12 – ENTIRE CONTRACT

Subject to Section 16 herein, this Contract and all exhibits attached hereto constitute the entire agreement between the Agency and CME with respect to the subject matter hereof. This Contract 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 Contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 14 – COUNTERPARTS

This Contract may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument.

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 Contract and the terms and conditions of the Proposal, the terms and conditions of this Contract shall control. The Parties agree that the "General Conditions" portion of the Proposal appearing immediately after the Authority Consulting Engineering Services hourly rate schedule, and the portion of the Proposal entitled "Environmental Engineering and LSRP Services General Conditions and Hourly Rate Schedule to January 1, 2019" in its entirety, are hereby stricken and shall be of no force and effect.

SECTION 17 – APPLICABLE LAW

CME 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 Contract shall be governed and construed under and in accordance with the laws of the State of New Jersey, including without limit the LPCL.

[Signatures appear on the following page]

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

ATTEST:

CME ASSOCIATES

Amy Terhune
Name:

By:

[Signature]
Name:
Title:

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

[Signature]
Name:
Jessamie Davis

By:

[Signature]
Diana Jeffrey
Executive Director

EXHIBIT A

**PROPOSAL FOR ENGINEERING SERVICES
DATED MAY 20, 2019**



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

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

May 20, 2019

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

Attn: Ms. Mary Pat Noonan
Senior Project Manager

Re: Bayfront Redevelopment Project
Engineering Consulting Services

Dear Ms. Noonan:

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

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

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

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

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

Very truly yours,

CME Associates

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

DJS/BA/blr
Enclosure



PROPOSED SCOPE OF SERVICES

TASK 1 REVIEW OF EXISTING DOCUMENTS

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

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

TASK 2 ATTEND PROJECT MEETINGS

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

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

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

TASK 3 VALUE ENGINEERING

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

TASK 4 UPDATE INFRASTRUCTURE MASTER CONCEPT DESIGN

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

TASK 5 PREPARATION OF DETAILED ENGINEERING DESIGN

Site Engineering Services

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



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

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

SUBSURFACE INVESTIGATIONS:

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

Water and Waste Water Utilities Design Services

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

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



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

High Level Analysis of CSO's

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

Landscape Design Services

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

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

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

Preliminary Design

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



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

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

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

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

Final Design and Bid Documents

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

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



TASK 6 PERMITTING STRATEGY FOR PHASE I

Land Use and Army Corps Permits:

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

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

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

Soil Erosion and Sediment Control Certificate:

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

Treatment Works Approval:

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

ASSUMPTIONS AND LIMITATIONS

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



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

COST PROPOSAL

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

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

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



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

Senior Project Manager.....	\$170.00 Per Hour
Project Manager.....	\$169.00 Per Hour
Project Leader.....	\$168.00 Per Hour
Professional Engineer.....	\$167.00 Per Hour
Senior Project Engineer.....	\$164.00 Per Hour
Project Engineer.....	\$158.00 Per Hour
Senior Design Engineer.....	\$156.00 Per Hour
Design Engineer.....	\$155.00 Per Hour
Senior Engineering Technician.....	\$143.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$137.00 Per Hour
Professional Land Surveyor.....	\$173.00 Per Hour
Land Surveyor.....	\$144.00 Per Hour
Robotic Total Station.....	\$ 88.00 Per Hour
Party Chief.....	\$124.00 Per Hour
Survey Technician.....	\$120.00 Per Hour
Resident Engineer.....	\$145.00 Per Hour
Chief Construction Engineer.....	\$150.00 Per Hour
Senior Construction Engineer.....	\$145.00 Per Hour
Construction Engineer.....	\$142.00 Per Hour
Chief Construction Technician.....	\$139.00 Per Hour
Senior Construction Technician.....	\$135.00 Per Hour
Construction Technician.....	\$131.00 Per Hour
Technical Assistant.....	\$ 98.00 Per Hour
Senior CADD Technician.....	\$148.00 Per Hour
Licensed Landscape Architect.....	\$144.00 Per Hour
Senior Landscape Designer.....	\$135.00 Per Hour
Certified Tree Expert.....	\$121.00 Per Hour
Landscape Designer.....	\$111.00 Per Hour
Director of Planning.....	\$175.00 Per Hour
Professional Planner.....	\$160.00 Per Hour
Project Planner.....	\$152.00 Per Hour
Planning Technician.....	\$143.00 Per Hour
Partner.....	\$188.00 Per Hour
Principal.....	\$178.00 Per Hour
Managing Partner/Administrative Partner.....	\$199.00 Per Hour

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

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

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

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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

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





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

Senior Project Manager.....	\$186.00 Per Hour
Project Manager	\$180.00 Per Hour
Project Leader	\$178.00 Per Hour
Professional Engineer	\$174.00 Per Hour
Senior Project Engineer.....	\$166.00 Per Hour
Senior Project Scientist	\$165.00 Per Hour
Project Engineer/Scientist I	\$165.00 Per Hour
Project Engineer/Scientist II	\$152.00 Per Hour
Project Engineer.....	\$149.00 Per Hour
Project Engineer/Scientist III	\$146.00 Per Hour
Project Scientist.....	\$146.00 Per Hour
Project Engineer/Scientist IV	\$133.00 Per Hour
Senior Design Engineer.....	\$151.00 Per Hour
Staff Scientist.....	\$122.00 Per Hour
Senior Field Engineer/Geologist.....	\$150.00 Per Hour
Field Engineer/Geologist	\$133.00 Per Hour
Staff Geologist.....	\$122.00 Per Hour
Design Engineer.....	\$119.00 Per Hour
Senior Engineering Technician.....	\$110.00 Per Hour
Environmental Technician.....	\$102.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$108.00 Per Hour
Professional Land Surveyor	\$184.00 Per Hour
Land Surveyor	\$141.00 Per Hour
Robotic Total Station	\$ 65.00 Per Hour
Party Chief.....	\$119.00 Per Hour
Survey Technician.....	\$ 94.00 Per Hour
Resident Engineer.....	\$142.00 Per Hour
Chief Construction Engineer.....	\$133.00 Per Hour
Senior Construction Engineer.....	\$111.00 Per Hour
Construction Engineer	\$108.00 Per Hour
Chief Construction Technician.....	\$ 93.00 Per Hour
Senior Construction Technician.....	\$ 83.00 Per Hour
Construction Technician.....	\$ 77.00 Per Hour
Technical Assistant.....	\$ 85.00 Per Hour
Senior CADD Technician.....	\$118.00 Per Hour
Licensed Landscape Architect.....	\$159.00 Per Hour
Senior Landscape Designer	\$142.00 Per Hour
Certified Tree Expert	\$127.00 Per Hour
Landscape Designer.....	\$113.00 Per Hour
Director of Planning	\$168.00 Per Hour
Professional Planner	\$166.00 Per Hour
Project Planner.....	\$142.00 Per Hour
Planning Technician	\$117.00 Per Hour
Partner.....	\$207.00 Per Hour
Principal/Environmental.....	\$207.00 Per Hour
Managing Partner/Administrative Partner.....	\$217.00 Per Hour

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





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

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

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

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

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

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

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

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

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

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

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

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

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

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



**PROJECTED PROJECT IMPLEMENTATION
BAYFRONT PHASE I PROJECT
JERSEY CITY REDEVELOPMENT AUTHORITY**

ID	Task Name	Duration	Start	Finish	April	May	June	July	August	Sept	October	November	December	January	February	March	April
1	NOTICE TO PROCEED	1 day?	Mon 6/3/19	Mon 6/3/19													
2	REVIEW OF EXISTING DOCUMENTS	10 days	Tue 6/4/19	Mon 6/17/19													
3	PREPARE UPDATED INFRASTRUCTURE MASTER PLAN	15 days	Tue 6/18/19	Mon 7/8/19													
4	REVIEW INFRASTRUCTURE PLAN WITH STAKEHOLDERS	10 days	Tue 7/9/19	Mon 7/22/19													
5	PREPARATION OF PRELIMINARY DESIGN AND PERMIT APPLICATIONS OF PHASE I	70 days?	Tue 7/23/19	Mon 10/28/19													
6	REVIEW OF PREL DESIGN AND PERMITS APPS W/STAKE HOLDERS	10 days	Tue 10/29/19	Mon 11/11/19													
7	FINALIZE PERMIT APPLICATIONS	5 days	Tue 11/12/19	Mon 11/18/19													
8	REVIEW OF PERMIT APPLICATIONS BY REGULATORY AGENCIES	05 days?	Tue 11/19/19	Mon 11/25/20													
9	PREPARATION OF FINAL DESIGN AND CONSTRUCTION BID DOCUMENTS	50 days?	Mon 11/26/20	Wed 4/1/20													



ORGANIZATIONAL CHART

BAKERONTI REDEVELOPMENT



JERSEY CITY
PLANNING DEPARTMENT

Jersey City Redevelopment Agency

CME Associates

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

Project Management
Barbara Assad, P.E.
Project Manager

Site Engineering

Robert Korte, P.E., P.P., CME
Principal

Utilities

Michael Dreibach, P.E.
Project Leader

Environmental

Barbara Tarr, P.E., LSRP
Director of Environmental Services

Landscaping

Stephen LaMotte, III, LL.A.
Project Leader

Planning

Sierra Gentile, P.P., LL.A.
Project Leader

EXHIBIT B

**JERSEY CITY REDEVELOPMENT AGENCY
BOARD OF COMMISSIONERS
RESOLUTION 19-05-05**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 4. This resolution shall take effect immediately.


Diana H. Jeffrey, Secretary

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

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

EXHIBIT C

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

**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

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
CME Associates (name of business entity) has not made any reportable
contributions in the ****one-year period preceding** _____ (date City Council
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award
of this contract. I further certify that during the term of the contract CME Associates
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-
128.

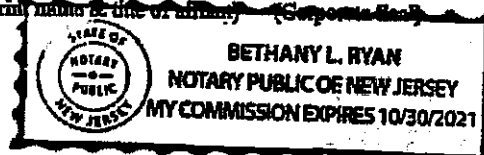
PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and
certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: CME Associates
Signed: [Signature] Title: Managing Partner
Print Name: David J. Samuel Date: June 14, 2019

Subscribed and sworn before me
this 14 day of July, 2019.
My Commission expires:

[Signature]
(Affiant)
Bethany L. Ryan, Notary Public
(Print name of Notary Public) (Corporate Seal)



****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.**

EXHIBIT D

MANDATORY AFFIRMATIVE ACTION LANGUAGE

The requirements of *N.J.S.A. 10:5-31 et seq.* and *N.J.A.C. 17:27-1.1 et seq.* are incorporated herein, including but not limited to the following provisions:

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

a. 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 or sex. Except with respect to affectional or sexual orientation, 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 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 the provisions of this nondiscrimination clause.

b. 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 or sex.

c. 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 workers' 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.

d. 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.

2. 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.

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

4. 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.

5. 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 or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

6. 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:

a. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program;

b. A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or

c. An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website, to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.

7. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance and EEO as may be requested by the Division 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 Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1 et seq.

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.



EXHIBIT A
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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal opportunity 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, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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 and 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 targeted 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program 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 Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this

day of

July 20, 2019
Amy S. Terhune
Notary Public, State of New Jersey

AMY S. TERHUNE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/24/2019

David J. Samuel, P.E., P.P., C.M.E.
Managing Partner, CME Associates

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
201 WEST WASHINGTON STREET
TRENTON, NJ 08646-0001

TAXPAYER NAME

STEPHAN, SAMUEL D. CORNELL J. MCCLELLAN

TRADE NAME

CONSULTING AND MUNICIPAL ENGINEERS

TAXPAYER IDENTIFICATION#

223-184-135/000

CONTRACTOR CERTIFICATION#

151495

ADDRESS

7450 ROUTE 9
HOWELL, NJ 08854

ISSUANCE DATE

05/07/02

EFFECTIVE DATE

01/01/87

Thomas J. Burt
Deputy Director

FORM-BRC(08-01)

This Certificate is NOT valid unless it is accompanied by a valid State Agency or Casino Service Contract.

Certification 1818

CERTIFICATE OF EMPLOYEE INFORMATION REPORT
RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-FEB-2017** to **15-FEB-2020**

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL

NJ 07131-4194



Ford M. Scudder
FORD M. SCUDDER
State Treasurer



CONSAND-01

MORTIZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/21/2019

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Dyk Group 12800 Long Beach Blvd Beach Haven Terrace, NJ 08008	CONTACT NAME: PHONE (A/C, No, Ext): (609) 492-1511 FAX (A/C, No): (609) 492-7643 E-MAIL Address:														
INSURED Consulting and Municipal Engineers, LLP 1460 Route 9 South Howell, NJ 07731	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: The Travelers Indemnity Company of America</td><td>25666</td></tr><tr><td>INSURER B: Travelers Indemnity of Connecticut</td><td>25682</td></tr><tr><td>INSURER C: Travelers Indemnity Company</td><td>25668</td></tr><tr><td>INSURER D: The Travelers Indemnity Company of Connecticut</td><td>25682</td></tr><tr><td>INSURER E: Continental Insurance Company of New Jersey</td><td>42625</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Company of America	25666	INSURER B: Travelers Indemnity of Connecticut	25682	INSURER C: Travelers Indemnity Company	25668	INSURER D: The Travelers Indemnity Company of Connecticut	25682	INSURER E: Continental Insurance Company of New Jersey	42625	INSURER F:	
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INSURER E: Continental Insurance Company of New Jersey	42625														
INSURER F:															

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	686-1H021694	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPOD AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	BA-0C107858	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/>	CUP-0C139692	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	UB-8K11194A	8/1/2018	8/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.		AEH288341883	12/15/2018	12/15/2019	Each Claim: 2,000,000
E	Professional Liab.		AEH288341883	12/15/2018	12/15/2019	Aggregate: 3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Professional Services Contract No. 19-05-MPN12 Seventy (70) acres of real property located within the Redevelopment Area Jersey City Redevelopment Agency and City of Jersey City are included as Additional Insured with respect to General Liability, Automobile Liability and Umbrella Liability as required by written contract. Primary and Non-Contributory applies per forms CGO381 09/15; CAT353 02/16; UM0640 02/14 30 Days Written Notice of Cancellation, 10 Days for Non-Payment of Premium						

CERTIFICATE HOLDER	CANCELLATION
Jersey City Redevelopment Agency 66 York Street, Floor 3 Jersey City, NJ 07302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michelle H. Ortiz

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE TRANSFER OF OWNERSHIP INTERESTS IN AQ LIBERTY LLC, AUTHORIZING A CHANGE IN CORPORATE FORM OF JOHNSTON VIEW OWNER URBAN RENEWAL COMPANY, LLC, AETNA MONMOUTH URBAN RENEWAL, LLC, AND 8 AETNA LLC, AND AUTHORIZING ASSIGNMENT AND ASSUMPTION OF PROJECT AGREEMENTS RELATING TO CERTAIN REDEVELOPMENT PROJECTS UNDERTAKEN BY JOHNSTON VIEW OWNER URBAN RENEWAL COMPANY, LLC, AETNA MONMOUTH URBAN RENEWAL, LLC, AND 8 AETNA LLC, ON PROPERTIES KNOWN AS BLOCK 15801, LOTS 3.01, 66, 67, 68, 69, 70, 73, 74, 75, 76, 77, 78, 79 AND 80 LOCATED WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

WHEREAS, 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.* (the "**Redevelopment Law**"), and has 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 Grand Jersey Redevelopment Area (the "**Redevelopment Area**") and adopted and subsequently amended a redevelopment plan for the Redevelopment Area entitled the "Grand Jersey Redevelopment Plan" (as may be further amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, in accordance with the Redevelopment Law, on January 23, 2018, the Agency and Johnston View Urban Renewal Company LLC ("**Johnston View**") entered into that certain redevelopment agreement for the redevelopment of certain property governed by the Grand Jersey Redevelopment Plan and then identified as Block 15801, Lots 73, 74, 75, 76, 77, 79 and 80 (as amended, the "**Johnston View RDA**"); and

WHEREAS, in accordance with the Redevelopment Law, on August 16, 2019, the Agency and Aetna Monmouth Urban Renewal LLC ("**Aetna Monmouth**"), entered into that certain redevelopment agreement for the redevelopment of certain property governed by the Grand Jersey Redevelopment Plan and then identified as Block 15801, Lots 3.01, 78 and a portion of Lot 66 (as amended, the "**Aetna Monmouth RDA**"); and

WHEREAS, in accordance with the Redevelopment Law, on December 18, 2019, the Agency and 8 Aetna LLC ("**8 Aetna**"; together with Johnston View and Aetna Monmouth, the "**Redeveloper**") entered into that certain redevelopment agreement for the redevelopment of certain property governed by the Grand Jersey Redevelopment Plan and then identified as Block 15801, Lots 67, 68, 69, 70 and a portion of Lot 66 (as amended, the "**8 Aetna RDA**"); and

WHEREAS, each of Johnston View, Aetna Monmouth, and 8 Aetna is wholly owned by AQ Liberty LLC, a Delaware limited liability company (the "**Parent Company**"), which Parent Company is owned by SY Culver City Portfolio, L.P., a subsidiary of H&R REIT (U.S.) Holdings Inc. (the "**REIT**"); and

WHEREAS, the Redeveloper submitted a request, a copy of which is on file with the Agency, to revise the development financing structure of Redeveloper resulting in a partial transfer of the REIT's membership interests in the Parent Company, a partial transfer of the Parent Company's ownership interest in Johnston View, Aetna Monmouth, and 8 Aetna, and the conversion of the Parent Company, Johnston View, Aetna Monmouth and 8 Aetna from limited liability companies to limited partnerships (the "**Transfer**"); and

WHEREAS, Andrew S. Penson ("**Penson**"), by and through his duly formed entity Argent Ventures LLC, and the Parent Company have entered into an Asset Management Agreement (the "**Asset Management Agreement**") pursuant to which Penson has managerial and operational control of the Redeveloper; and

WHEREAS, the Asset Management Agreement names the Agency as a third-party beneficiary and provides the Agency with certain approval rights, such that Penson shall not be removed from his role as managing member of the Redeveloper with operational and managerial control without the Agency's consent which shall not be unreasonably withheld, denied or delayed; and

WHEREAS, the Redeveloper submitted a certification, a copy of which is on file with the Agency, that no capital will be withdrawn from the projects as a result of the Transfer; and

WHEREAS, the Johnston View RDA, the Aetna Monmouth RDA and the 8 Aetna RDA each provide that certain transfers of interests in the Redevelopment Agreement, the redevelopment project and/or the Redeveloper are subject to the approval of the Agency,

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

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

Section 2. The Agency hereby consents to the Transfer as described in the Redeveloper's request, as a permitted transfer, subject to the following terms and conditions:


- (a) The Redeveloper shall comply with all the terms, conditions and requirements of the Johnston View RDA, the Aetna Monmouth RDA, the 8 Aetna RDA and Jersey City Ordinance No. 09-096, including submission of all required disclosures and certificates.
- (b) Each of Johnston View, Aetna Monmouth, and 8 Aetna will enter into an assignment and assumption agreement whereby the newly reconstituted limited partnership entities will assume all obligations from the limited liability company entities under their respective redevelopment agreements, as well as any other related agreements to which the Agency is a party.
- (c) Pursuant to the Asset Management Agreement, Penson shall remain the manager of Johnston View, Aetna Monmouth and 8 Aetna with operational and managerial control of Redeveloper, and the Agency shall remain a third-party beneficiary with consent and approval rights, which shall not be unreasonably withheld, denied or delayed, with respect to the removal of Penson from the role of managing member with operational and managerial control of the Redeveloper.

- (d) Upon effectuation of the transfer, the Redeveloper shall notify the Agency in writing that the transfer has been effectuated.
- (e) Any and all sums, fees, escrow deposits, costs and/or expenses due and owing the Agency shall be paid by the respective party owing such amount(s) prior to any transfer of interests.

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

Section 4. 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 Regular Meeting of May 17, 2022.


Diana Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN ACCESS AGREEMENT WITH SIP AVENUE JOURNAL SQUARE JC LLC WITH RESPECT TO CERTAIN PROPERTY IDENTIFIED AS BLOCK 10602, LOTS 10, 11, 12, 13, 14, 15 AND 16, COMMONLY KNOWN AS STREET ADDRESS 150-164 SIP AVENUE AND 28 TONNELE AVENUE, 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 may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

WHEREAS, in accordance with the Redevelopment Law, the City designated that certain area known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) and enacted a redevelopment plan entitled the “Journal Square 2060 Redevelopment Plan” in order to effectuate the redevelopment of the Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Agency is the owner of certain property within the Journal Square 2060 Redevelopment Area identified in the Redevelopment Plan as a Block 10602, Lots 10, 11, 12, 13, 14, 15 and 16 on the official tax maps of the City, commonly known as 168 Sip Avenue and identified on the tax records as 150-164 Sip Avenue and 28 Tonnele Avenue (the “**Property**”); and

WHEREAS, on February 15, 2022, the Agency adopted Resolution No. 22-02-9 conditionally designating Sip Avenue Journal Square JC LLC (the “**Redeveloper**”) as the redeveloper for the Property and authorizing the Agency to negotiate a redevelopment agreement with the Redeveloper; and

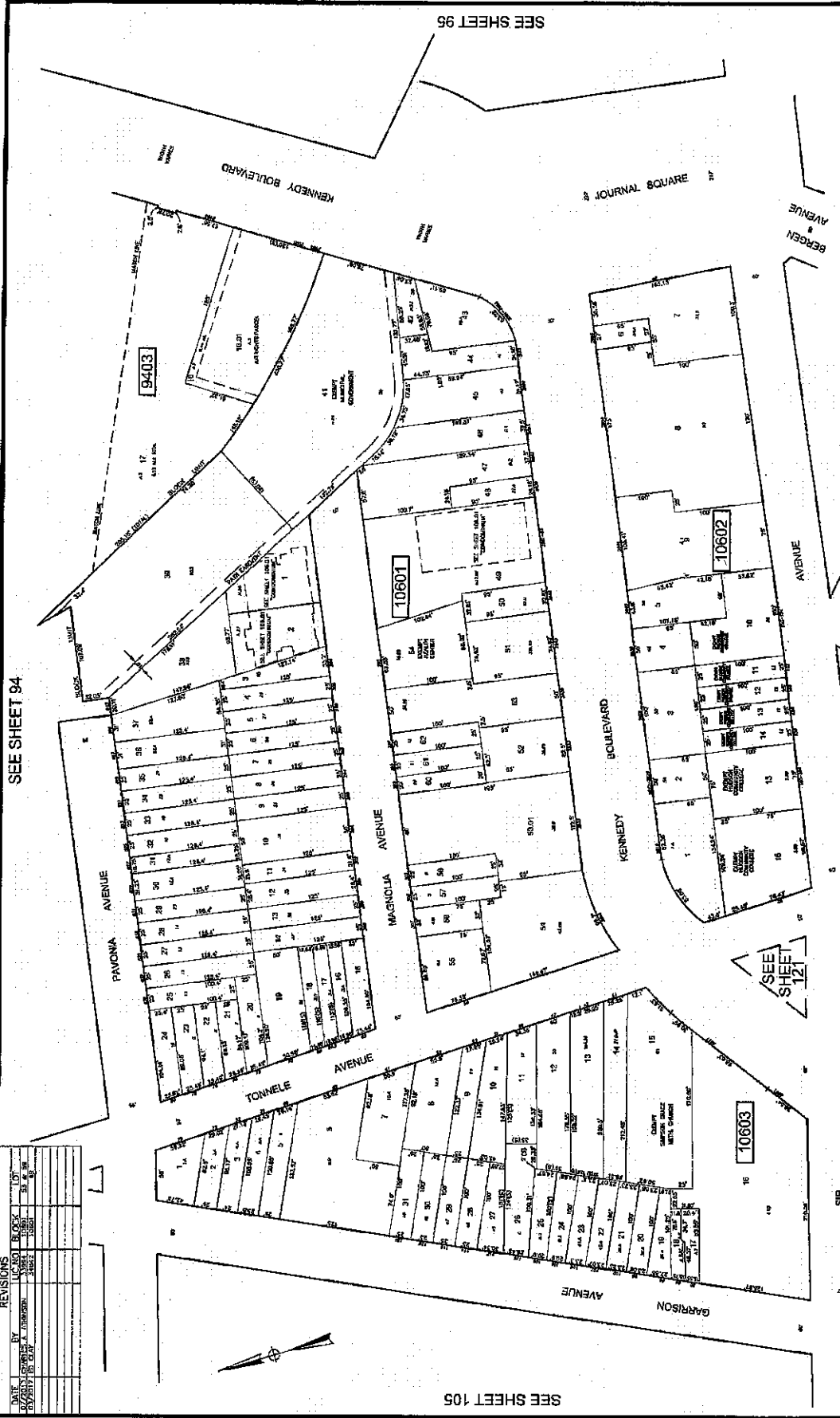
WHEREAS, the Redeveloper requires access to the Property to perform certain pre-development environmental and other due diligence (“**Due Diligence**”); and

WHEREAS, the Agency and the Redeveloper propose to enter into an Access Agreement, in the form on file with the Agency, authorizing the Redeveloper and its agents, representatives, designees, consultants, contractors, and/or subcontractors access the Property for the purpose of performing Due Diligence (the “**Access Agreement**”); and

WHEREAS, the Agency wishes to enter into the Access Agreement with the Redeveloper pursuant to the terms and conditions set forth in the Access Agreement,

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.



SEE SHEET 94

SEE SHEET 105

SEE SHEET 95

REVISIONS		
DATE	BY	REVISION
10/1/03	BY LUCAS BLOCK	10
10/1/03	BY LUCAS BLOCK	9
10/1/03	BY LUCAS BLOCK	8
10/1/03	BY LUCAS BLOCK	7
10/1/03	BY LUCAS BLOCK	6
10/1/03	BY LUCAS BLOCK	5
10/1/03	BY LUCAS BLOCK	4
10/1/03	BY LUCAS BLOCK	3
10/1/03	BY LUCAS BLOCK	2
10/1/03	BY LUCAS BLOCK	1

TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE: 1" = 50' AUGUST, 2008
 RICHARD A. MORALLE, P.E., P.L.S.
 T & M ASSOCIATES
 11 TRIDELL ROAD, MIDDLETOWN TOWNSHIP
 NEW JERSEY, 07043

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

SEE SHEET 121
 THE MAP HAS BEEN REVENUE COMPLETED USING
 DATA FROM THE 2007 AND 2008 TAX MAPS.

SEE SHEET 120

Section 2. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized and directed to execute the Access Agreement as described herein, together with such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency, in consultation with counsel.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions necessary to effectuate the Access Agreement and this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting held on May 17, 2022.


Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AWARD OF EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT 22-05-RN10 WITH FRIENDS OF THE LOEW'S, INC. FOR HISTORIC PRESERVATION CONSULTING SERVICES WITH RESPECT TO THE PROPERTY LOCATED AT BLOCK 10601, LOT 41 AND COMMONLY KNOWN AS LOEW'S JERSEY THEATRE, 54 JOURNAL SQUARE PLAZA 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") 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, pursuant to the Redevelopment Law, the City designated that certain area known as the Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**") as an area in need of redevelopment; and

WHEREAS, pursuant to the Redevelopment Law, the City enacted the Journal Square 2060 Redevelopment Plan (as amended and as may be further amended and supplemented from time to time, the "**Redevelopment Plan**"), in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, certain property identified on the City's tax maps as Block 10601, Lot 41, commonly known as Loew's Jersey Theatre, 54 Journal Square Plaza (the "**Property**"), is located within the Redevelopment Area and is governed by the Redevelopment Plan; and

WHEREAS, the City and the Agency have embarked upon an effort to establish the Redevelopment Area as an artistic and cultural hub, which includes the rehabilitation of the Loew's Theatre to its former glory, and to that end the City and the Agency have set forth their respective obligations within a Cooperation Agreement (the "**Cooperation Agreement**"); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law and the Redevelopment Plan, the Agency requires from time to time extraordinary unspecifiable services which are specialized and qualitative in nature; and

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

WHEREAS, Friends of the Loew's, Inc., a New Jersey not-for-profit corporation ("**FOL**" or "**Contractor**") has made a proposal to the Agency to provide historic preservation consulting services with respect to the Property (the "**Services**"); and

WHEREAS, Diana H. Jeffrey, Executive Director of the Agency, has executed a Declaration for an Extraordinary Unspecifiable Service Certification, which is on file with the Agency; and

WHEREAS, the Agency proposes to enter into extraordinary unspecifiable services contract 22-05-RN10 (the "**Contract**") with the Contractor in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) per month for a period of two (2) months, commencing on May 1, 2022,

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

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

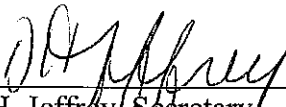
Section 2. The Executive Director is hereby authorized and directed to enter into the Contract with the Contractor to provide specialized services and expertise relating to the rehabilitation of the Loew's Theatre, including historic preservation consulting services. The compensation paid to the Contractor shall be in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) per month for a period of two (2) months, commencing on May 1, 2022.

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

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

Section 5. This resolution shall take effect immediately.

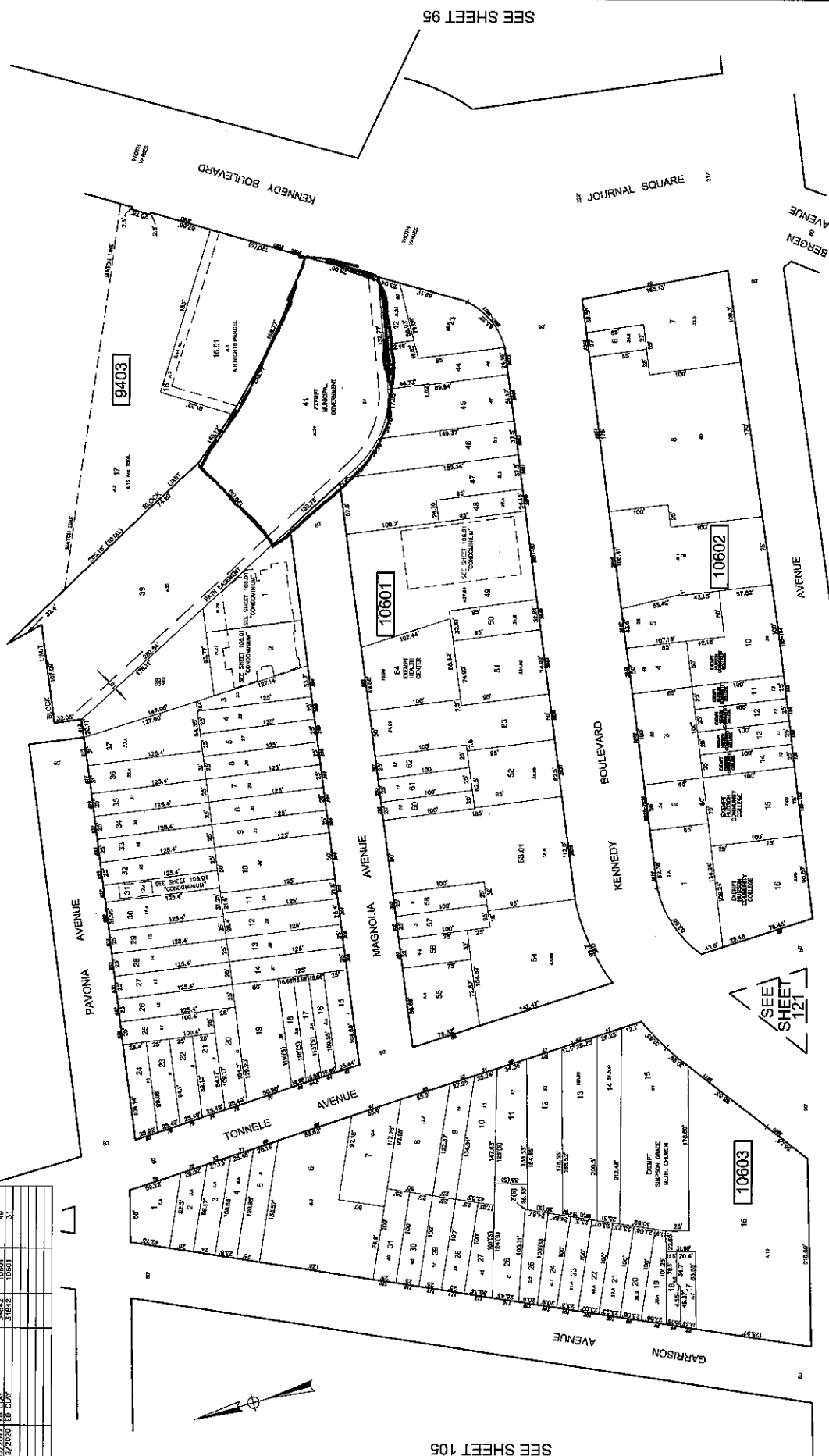
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on May 17, 2022.


Diana H. Jeffrey, Secretary

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

DATE	BY	REVISIONS	LOT
07/20/17	BY A. SPINSON	3442	51, 8, 29
07/20/17	BY A. SPINSON	3442	0601
11/22/20	BY C. SPINSON	3442	31

SEE SHEET 94



SEE SHEET 95

SEE SHEET 105

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

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

SEE SHEET 121

THIS MAP WAS BEEN DRAWN USING COMPUTER AIDED
 DRAFTING (CAD) (DWG/DTX) AND ASSOCIATE SOFTWARE.
 VAN RYE AVENUE
 NEWARK AVENUE
 BERGEN AVENUE
 KENNEDY AVENUE
 JOURNAL SQUARE
 GARRISON AVENUE
 TONELLE AVENUE
 PAVONIA AVENUE

SEE SHEET 120

**CERTIFICATION FOR AN EXTRAORDINARY
UNSPECIFIABLE SERVICE**

TO: Board of Commissioners of the Jersey City Redevelopment Agency (“**Agency**”)

FROM: Diana H. Jeffrey, Executive Director

DATE: May 16, 2022

SUBJECT: Extraordinary Unspecifiable Services for Historic Preservation Consulting Services to be provided by Friends of Loew’s (“**FOL**”) in connection with the Loew’s Jersey Theatre, 54 Journal Square Plaza (the “**Property**”)

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

Firm: Friends of the Loew’s, Inc., a not-for-profit corporation of the State of New Jersey

Cost: An amount not to exceed Fifteen Thousand Dollars (\$15,000.00).

Duration: May 1, 2022 to and through June 30, 2022.

Purpose: Provide historic preservation consulting services (the “**Services**”), in connection with the redevelopment of the Property.

1. **Provide a clear description of the nature of the work to be done.**
FOL shall provide the Services in connection with the redevelopment of the Property. The Services include: consultation with the Agency, the Owner’s Representative and the Historic Preservation Architect, among others, to provide information regarding prior operation, repairs and construction at the theater, which will assist in construction management decisions that are most cost-efficient, safe, and fully apprised of all historic elements. These services will include attending meetings and calls at the request of the Agency, as well as providing comments to construction and implementation documents at the request of the Agency, and written and photographic documentation of the historic elements and inventory of the theater.
2. **Describe in detail why the contract meets the provisions of the statute and rules.**
The services to be provided under this engagement are very specialized and unique. The Loew’s Theatre is a nearly one-hundred-year-old venue that requires an enormous amount of experience and skill to return it to its former glory and make it a top live performance venue. FOL will be instrumental in advising the Agency regarding the complex efforts in maintaining the historic features that make the Loew’s special, while also bringing it into alignment with current building code and safety standards to allow for full occupancy, improvement and modernization of production capabilities to expand the number and scale of productions and increased patron comfort. FOL has unique, first hand experience and knowledge of the Property and its historic elements and its guidance will enable the Agency to complete this massive undertaking while respecting and preservation the historic elements. FOL’s insight as to previous construction and repairs are critical in selecting construction and rehabilitation options that will best integrate into the existing structure on a historic, cost-efficient, and life safety basis.
3. **The service(s) is of such a specialized and qualitative nature that the performance of the service(s) cannot be reasonably described by written specifications because:**

The performance of the Services FOL will provide cannot reasonably be described by written specification because the Agency needs a historical preservation consultant with extensive experience and specialized skills including, but not limited to, specific knowledge of the past uses, operation, repairs, construction work, and architectural features of the Property. FOL's technical skills combined with experience and knowledge regarding the Property uniquely qualifies FOL for the specialized work that the Agency needs for this unique and special redevelopment project.

4. **Describe the informal solicitation of quotations:**
FOL submitted a proposal in the amount of Seven Thousand Five Hundred per month (\$7,500.00) for two months.
5. **I have reviewed the rules of the Division of Local Government Services pursuant to N.J.A.C. 5:34-2.1 et seq. and certify that the proposed contract may be considered an extraordinary unspecifiable service in accordance with the requirements thereof.**

Respectfully,

Name: 

Diana H. Jeffrey

Title: Executive Director

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY CONDITIONALLY DESIGNATING KRE/SILVERSTEIN 808 PAVONIA LLC AS THE PROPOSED REDEVELOPER AND AUTHORIZING EXECUTION OF A FUNDING AGREEMENT IN CONNECTION WITH THE PROPERTY IDENTIFIED ON THE OFFICIAL TAX MAPS OF THE CITY OF JERSEY CITY AS LOTS 38 AND 39 IN BLOCK 10601 AND LOTS 34, 35, AND 41 IN BLOCK 9404 COMMONLY KNOWN AS 808 PAVONIA AVENUE IN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established as an instrumentality of the City of Jersey City (the “**City**”) and has 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, in accordance with the Redevelopment Law, the City designated that certain area known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) and enacted a redevelopment plan entitled the “Journal Square 2060 Redevelopment Plan” in order to effectuate the redevelopment of the Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, L808 LLC, B808 LLC, C808 LLC, and S808 LLC (collectively “**808 LLC**”), are currently the owners of certain parcels within the Redevelopment Area, identified on the official tax maps of the City of Jersey City as Lots 38 and 39 in Block 10601, and Lots 34, 35, and 41 in Block 9404 and commonly known as 808 Pavonia Avenue (the “**Property**”); and

WHEREAS, KRE/Silverstein 808 Pavonia LLC (the “**Redeveloper**”), as purchaser, and 808 LLC, as sellers, have entered into contract of sale for the Property (“**Contract of Sale**”) which is located within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, once the Redeveloper has been designated by the Agency as redeveloper of the Property, 808 LLC intends to sell and convey a fee simple interest in the Property to the Redeveloper and, subject to the terms and conditions of the Contract of Sale, Redeveloper intends to purchase and accept a fee simple interest in the Property; and

WHEREAS, Redeveloper proposes to develop, finance and construct on the Property a project consisting two (2) high rise towers containing approximately 1,189 market rate residential rental apartments, approximately 3,757 square feet of gallery and café space, an underground parking garage with approximately 369 parking spaces, publicly accessible privately owned and operated improved open space including a dog run, publicly accessible walkways including a portion of an art walk, and street extensions and connectors linking Van Reipen Avenue to Pavonia Avenue (the “**Project**”); and

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

WHEREAS, the Redeveloper recognizes that the Agency will incur costs and expenses in connection with the Pre-Development Activities and is willing to defray those costs and expenses, with no assurance of a particular result for the Redeveloper from the Agency; and

WHEREAS, the Agency further wishes to enter into a funding agreement with the Redeveloper (the “**Funding Agreement**”) to effectuate the finding of an escrow account and procedures for the payment therefrom of moneys to pay the Agency's costs and expenses incurred in undertaking the Pre-Development Activities,

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 Chairperson, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute the Funding Agreement, substantially in the form on file with the Agency, together with such additions, deletions and/or modifications as deemed necessary or desirable in consultation with counsel.

Section 3. KRE/Silverstein 808 Pavonia LLC is hereby designated as the Redeveloper of the Property for a period commencing upon the adoption of this resolution and ending on December 31, 2022, unless extended for up to two (2) additional periods of no more than thirty (30) days each by the Executive Director in her sole discretion, *provided, however*, that designation of Redeveloper as authorized hereunder is conditional upon Redeveloper’s full execution and funding of the Funding Agreement.

Section 4. If, by December 31, 2022, or such later date as established by the Executive Director in accordance with Section 3 hereof: (i) the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement; and (ii) the Redeveloper and 808 LLC have not closed title on the Property, the designation of the Redeveloper as the redeveloper of the Property shall automatically expire without any need for any further action of the Board.

Section 5. The rights of 808 LLC as owner of the Property shall not be impaired by the adoption of this Resolution and shall remain in full force and effect until the conditions in Section 4 above have been satisfied.

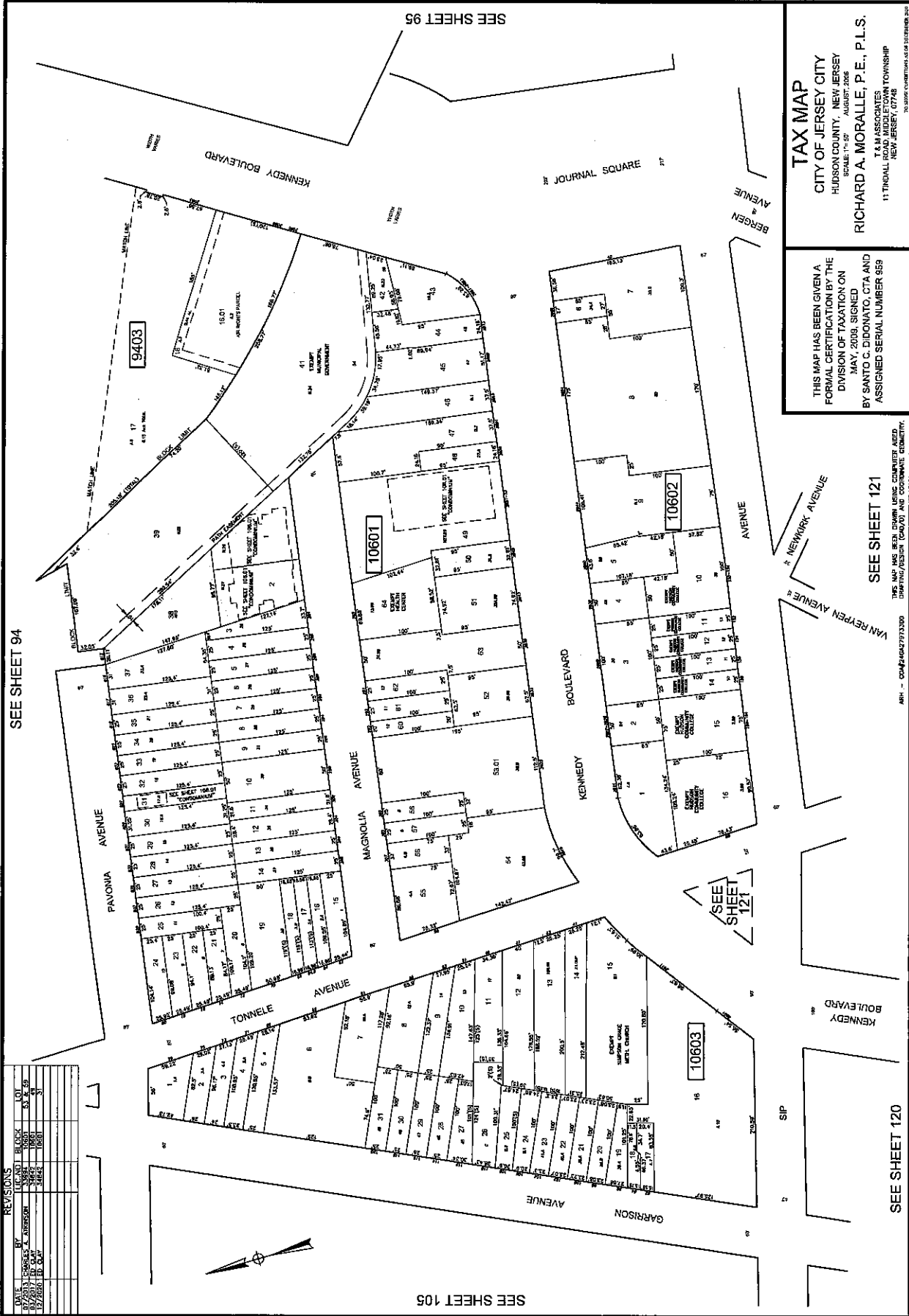
Section 6. The Chairperson, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 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 Regular Meeting of May 17, 2022.


Diana H. Jeffrey Secretary

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

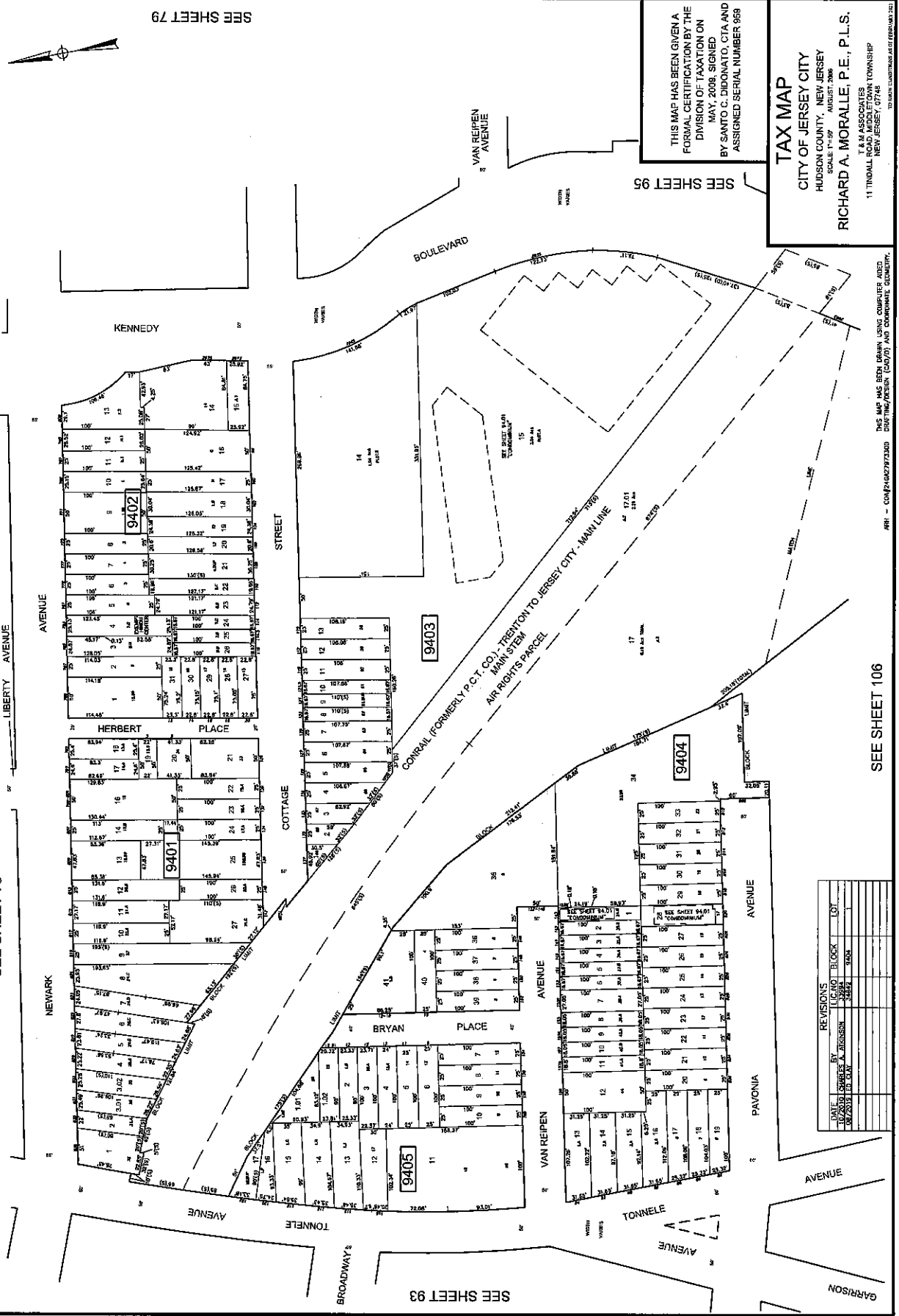


REVISIONS			
DATE	BY	REASON	LOT
07/20/13	AMC	10601 BLOCK	55 & 56
07/20/13	AMC	10602 BLOCK	10601
07/20/13	AMC	10603 BLOCK	10601
07/20/13	AMC	10604 BLOCK	10601

TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1" = 50'
AUGUST, 2006
RICHARD A. MORALLE, P.E., P.L.S.
TAX ASSOCIATES
11 TINDALL ROAD, ADDY, IDAHO 83201
NEW JERSEY, 07748
TO BE USED FOR THE CITY OF JERSEY CITY

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2008, SIGNED
BY SANTO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 559

SEE SHEET 121
SEE SHEET 120



SEE SHEET 79

SEE SHEET 95

SEE SHEET 93

SEE SHEET 106

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

TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1"=50' AUGUST, 2008

RICHARD A. MORALLE, P.E., P.L.S.

T&A ASSOCIATES
11 TINDALL ROAD, MOORETOWN TOWNSHIP
NEW JERSEY, 07748

THIS MAP WAS BEEN DRAWN USING COMPUTER AIDED
DRAWING/DESIGN (CADD) AND COORDINATE GEOMETRY.

DATE	BY	REVISIONS	LOT
07/20/08	CHUCK A. JOHNSON	1	9402
08/20/08	CHUCK A. JOHNSON	2	9402
08/20/08	CHUCK A. JOHNSON	3	9402
08/20/08	CHUCK A. JOHNSON	4	9402
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08/20/08	CHUCK A. JOHNSON	96	9402
08/20/08	CHUCK A. JOHNSON	97	9402
08/20/08	CHUCK A. JOHNSON	98	9402
08/20/08	CHUCK A. JOHNSON	99	9402
08/20/08	CHUCK A. JOHNSON	100	9402

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AWARDED A
CONTRACT TO A&R CONTRACTORS AND BUILDERS, LLC FOR
SIDEWALK REPAIR SERVICES AT AGENCY OWNED
PROPERTIES LOCATED AT BLOCK 10103 LOTS 1-10
COMMONLY KNOWN BY THE STREET ADDRESS 468-480
MANILA AVENUE IN THE LUIS MUNOZ MARIN BOULEVARD
REDEVELOPMENT AREA**

WHEREAS, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, the City of Jersey City (the “**City**”) has designated that certain area known as the Luis Munoz Marin Boulevard Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment and has enacted the Luis Munoz Marin Boulevard Redevelopment Plan (as amended and supplemented from time to time, the “**Redevelopment Plan**”) in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) owns and maintains certain properties within the City identified as Block 10103, Lots 1-10 on the official tax maps of the City, commonly known as 468, 468.5, 470, 470.5, 472, 474, 474.5, 476, 478 and 480 Manila Avenue (collectively, the “**Property**”), which is located within the Redevelopment Area; 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 desires to replace the sidewalk at the Property due to extensive damage of same (the “**Services**”); and

WHEREAS, the total amount of the Services was determined to be under the bid threshold established pursuant to the LPCL and, therefore, the Agency solicited quotes for the Services in lieu of issuance of a bid solicitation; and

WHEREAS, A&R Contractors and Builders, LLC (“**A&R**”), a local Jersey City business, submitted a quote to the Agency to provide the Services dated April 22, 2022 (the “**Quote**”), a copy of which is on file with the Agency; and

WHEREAS, A&R possesses the skills and expertise to perform the Services; and

WHEREAS, the Agency desires to enter into a contract with A&R (the “**Contract**”) to perform the Services as outlined in the Quote for an amount not to exceed Thirty Seven Thousand Eight Hundred Eighty-Nine Dollars and Nineteen Cents (\$37,889.19), to be paid in accordance with the rates set forth in the Quote; and

WHEREAS, A&R has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or

candidate committee in the City in the previous year, and acknowledges that the Contract will prohibit A&R from making any reportable contributions through the term of the Contract; and

WHEREAS, the Agency certifies that funds are available for the Services.

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 Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with A&R to perform and complete the Services for a term to expire upon completion of the Services and all related tasks, or twelve (12) months after the effective date of the agreement, whichever is earlier, payable at the rates set forth in the Quote for a total amount not to exceed Thirty Seven Thousand Eight Hundred Eighty-Nine Dollars and Nineteen Cents (\$37,889.19), subject to the terms and conditions set forth in the Agency's form agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable in consultation with counsel to the Agency.

Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to execute 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 true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of May 17, 2022.


Diana H. Jeffrey, Secretary

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

ESTIMATE

Jersey City Redevelopment Agency

4 Jackson Square
Jersey city, New Jersey 07305

(201) 761-0833

A&R Contractors & Builders, LLC

270 Marin Blvd, 17N
Jersey City, New Jersey 07302
Phone: (201) 682-0511
Email: anrgroupusa@gmail.com
Web: <http://www.argroupusa.com/home>

Estimate # 000172
Date 04/22/2022
Business / Tax # 81-3751608

Description	Total
-------------	-------

Sidewalk	\$35,535.00
----------	-------------

468-480 Manila ave, jersey city

Trip hazard in many areas of the side walk.
Total 2369 sqft for sidewalks shown in the pictures.

Job description:

- Remove/Replce/Repair existing side walk and level it together with the ones not damaged at the address stated above

Note: the sidewalk seems have damaged due to tree roots making them uneven. We do not guarantee future damages due to trees/act of god/vandalism. Warranty will be limited to wear and tear for 6 months from the conclusion of work.

Subtotal	\$35,535.00
State tax	\$2,354.19
Total	\$37,889.19
Deposit Due	\$18,944.60

Payment Schedule

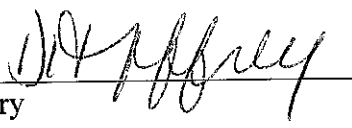
Deposit (50%)	\$18,944.60
2nd payment (25%)	\$9,472.30
3rd payment (25%)	\$9,472.29

Jersey City Redevelopment Agency

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
ACCOUNTS/INVOICES PAYABLE LIST AS OF
MAY 17TH, 2022**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of May 17, 2022

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 April 19, 2022 approved as presented.


Secretary

Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners at their Meeting dated May 17, 2022

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

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
ADVANCED SCAFFOLD SERVICES LLC								
ADVANCED SCAFFOLD SERVICES I	5/17/2022	4/18/2022	45	Scaffold Services at 84 Sip Avenue - April 20	\$1,200.00	\$0.00		\$1,200.00
				Totals for ADVANCED SCAFFOLD SERVICES LLC: 1 invoice(s) listed.	\$1,200.00	\$0.00		\$1,200.00
AFLAC								
AFLAC	5/17/2022	5/1/2022	June 2022	Employee Deductions per Payroll	\$522.12	\$0.00		\$522.12
				Totals for AFLAC: 1 invoice(s) listed.	\$522.12	\$0.00		\$522.12
ARCHER & GREINER, P.C.								
ARCHER & GREINER, P.C.	5/17/2022	4/5/2022	4247597	Legal Services - LMD #13 Urban Renewal to I	\$19,992.10	\$0.00		\$19,992.10
ARCHER & GREINER, P.C.	5/17/2022	4/5/2022	4247602	Legal Services - Bates Street Redevelopment	\$357.50	\$0.00		\$357.50
ARCHER & GREINER, P.C.	5/17/2022	4/5/2022	4247605	Legal Services - General Representation	\$175.00	\$0.00		\$175.00
ARCHER & GREINER, P.C.	5/17/2022	4/5/2022	4247615	Legal Services - Whitlock Cottage Greenway/	\$212.77	\$0.00		\$212.77
ARCHER & GREINER, P.C.	5/17/2022	4/5/2022	4247616	Legal Services - 379 Communipaw Ave.	\$3,463.40	\$0.00		\$3,463.40
ARCHER & GREINER, P.C.	5/17/2022	4/5/2022	4247623	Legal Services - 118-128 Monitor Street	\$5,720.00	\$0.00		\$5,720.00
				Totals for ARCHER & GREINER, P.C.: 6 invoice(s) listed.	\$29,920.77	\$0.00		\$29,920.77
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	5/17/2022	3/31/2022	5783	Support Services for Grand Jersey	\$1,240.00	\$0.00		\$1,240.00
BROWNFIELD REDEVELOPMENT S	5/17/2022	3/31/2022	5784	Oversight & Mgmt Services for EPA Hazardo	\$370.00	\$0.00		\$370.00
BROWNFIELD REDEVELOPMENT S	5/17/2022	3/31/2022	5785	Revolving Loan/BF97207100	\$125.00	\$0.00		\$125.00
BROWNFIELD REDEVELOPMENT S	5/17/2022	3/31/2022	5786	Oversight & Mgmt Services for EPA Petro. A	\$400.00	\$0.00		\$400.00
BROWNFIELD REDEVELOPMENT S	5/17/2022	3/31/2022	5787	Morris Canal - Greenway EPA Multipurpose C	\$1,381.25	\$0.00		\$1,381.25
BROWNFIELD REDEVELOPMENT S	5/17/2022	3/1/2022	5788	Oversight & Mgmt Services for EPA Mill Cre	\$225.00	\$0.00		\$225.00
BROWNFIELD REDEVELOPMENT S	5/17/2022	3/31/2022	5804	Oversight & Mgmt Services - 558 Communipaw	\$1,576.25	\$0.00		\$1,576.25
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS: 7 invoice(s) listed.	\$5,317.50	\$0.00		\$5,317.50
CANOPY								
CANOPY	5/17/2022	5/5/2022	No. 1	Centre Pompidou - Hotel Reservations for Ma	\$11,607.00	\$0.00		\$11,607.00
				Totals for CANOPY: 1 invoice(s) listed.	\$11,607.00	\$0.00		\$11,607.00
CASH								
CASH	5/17/2022	5/4/2022	5/4/2022	Petty Cash Replenishment	\$332.82	\$0.00		\$332.82
				Totals for CASH: 1 invoice(s) listed.	\$332.82	\$0.00		\$332.82

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
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	5/17/2022	4/27/2022	INV145294816	Expense Reimbursement - Zoom April 2022	\$91.35	\$0.00		\$91.35
CHRISTOPHER FIORE	5/17/2022	5/4/2022	May 2022	Expense Reimbursement - Staff Lunch	\$242.47	\$0.00		\$242.47
CHRISTOPHER FIORE	5/17/2022	4/25/2022	April 2022	Expense Reimbursement - Lunch Meeting	\$61.87	\$0.00		\$61.87
CHRISTOPHER FIORE	5/17/2022	4/15/2022	April 2022	Expense Reimbursement - Sympathy From Ag	\$136.46	\$0.00		\$136.46
				Totals for CHRISTOPHER FIORE:	\$532.15	\$0.00		\$532.15
				4 invoice(s) listed.				
COMCAST								
COMCAST	5/17/2022	3/16/2022	8499 05 354 3248876	Internet Service at 665 Ocean Avenue	\$413.32	\$0.00		\$413.32
COMCAST	5/17/2022	4/5/2022	8499 05 354 3697536	25 Journal Sq - Business Internet	\$152.44	\$0.00		\$152.44
COMCAST	5/17/2022	4/26/2022	8499 05 354 4361702	39 Kearney Avenue - Business Internet and Ca	\$489.69	\$0.00		\$489.69
				Totals for COMCAST:	\$1,055.45	\$0.00		\$1,055.45
				3 invoice(s) listed.				
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	5/17/2022	4/12/2022	Jun-22	Monthly Maintenance Fee	\$161.84	\$0.00		\$161.84
				Totals for CRYSTAL POINT CONDOMINIUM ASSOC.:	\$161.84	\$0.00		\$161.84
				1 invoice(s) listed.				
DELTA STORAGE								
DELTA STORAGE	5/17/2022	5/1/2022	June 2022	Storage Unit - Size: 10x30, Unit #: 1001	\$881.00	\$0.00		\$881.00
DELTA STORAGE	5/17/2022	5/1/2022	June 2022	Storage Unit - Size: 10x30, Unit #: 1172	\$869.00	\$0.00		\$869.00
				Totals for DELTA STORAGE:	\$1,750.00	\$0.00		\$1,750.00
				2 invoice(s) listed.				
DIANA JEFFREY								
DIANA JEFFREY	5/17/2022	4/22/2022	April - 2022	Reimbursement - NJ State Bar Association We	\$225.00	\$0.00		\$225.00
DIANA JEFFREY	5/17/2022	4/22/2022	April - 2022	Reimbursement - NJ State Bar Association	\$135.00	\$0.00		\$135.00
DIANA JEFFREY	5/17/2022	5/16/2022	Seminars	Reimbursement - NJ Institute for Cont. Legal I	\$650.00	\$0.00		\$650.00
				Totals for DIANA JEFFREY:	\$1,010.00	\$0.00		\$1,010.00
				3 invoice(s) listed.				
DRESDNER ROBIN ENVIRON MGMT								
DRESDNER ROBIN ENVIRON MGM	5/17/2022	4/15/2022	19145	Env. Services/ 80-806 Berry Lane Park	\$7,067.86	\$0.00		\$7,067.86
				Totals for DRESDNER ROBIN ENVIRON MGMT:	\$7,067.86	\$0.00		\$7,067.86
				1 invoice(s) listed.				
Economic Problem Solutions, Inc.								
Economic Problem Solutions, Inc.	5/17/2022	2/1/2022	14188	Professional Services - Contruction Advisor-Fr	\$14,897.00	\$0.00		\$14,897.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Economic Problem Solutions, Inc.	5/17/2022	4/30/2022	14211	Professional Services - Contruction Advisor - Totals for Economic Problem Solutions, Inc.: 2 invoice(s) listed.	\$14,897.00 \$29,794.00	\$0.00 \$0.00		\$14,897.00 \$29,794.00
ELIZABETH VASQUEZ								
ELIZABETH VASQUEZ	5/17/2022	4/19/2022	April - 2022	Reimbursement - Hotel/Travel/Food for Conf Totals for ELIZABETH VASQUEZ: 1 invoice(s) listed.	\$817.13 \$817.13	\$0.00 \$0.00		\$817.13 \$817.13
ENGENUITY INFRASTRUCTURE, LLC								
ENGENUITY INFRASTRUCTURE, L	5/17/2022	9/30/2021	SI-619	Boundary Survey Berry Lane Park(ending Ma Totals for ENGENUITY INFRASTRUCTURE, LLC: 1 invoice(s) listed.	\$967.50 \$967.50	\$0.00 \$0.00		\$967.50 \$967.50
FEDERAL EXPRESS								
FEDERAL EXPRESS	5/17/2022	4/11/2022	7-719-93605	Overnight Deliveries/Various Totals for FEDERAL EXPRESS: 1 invoice(s) listed.	\$448.49 \$448.49	\$0.00 \$0.00		\$448.49 \$448.49
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	5/17/2022	7/26/2021	61183	Legal Services -Whitlock Mills	\$165.00	\$0.00		\$165.00
GLUCK WALRATH LLP	5/17/2022	1/28/2022	62317	Legal Services - 199 Stegman	\$1,705.00	\$0.00		\$1,705.00
GLUCK WALRATH LLP	5/17/2022	1/26/2022	61184	Legal Services - Bright and Varick Urban Ren Totals for GLUCK WALRATH LLP: 3 invoice(s) listed.	\$297.50 \$2,167.50	\$0.00 \$0.00		\$297.50 \$2,167.50
HercRentals								
HercRentals	5/17/2022	1/21/2022	32526042-002	Pathside - Electric Heater Rental	\$5,604.00	\$0.00		\$5,604.00
HercRentals	5/17/2022	2/22/2022	32526042-003	Pathside - Electric Heater Rental Totals for HercRentals: 2 invoice(s) listed.	\$5,604.00 \$11,208.00	\$0.00 \$0.00		\$5,604.00 \$11,208.00
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	5/17/2022	4/12/2022	241188	Recording Fee - Cottage 29 Owner LLC	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	5/17/2022	4/12/2022	227953	Recording Fee - 401-405 Whiton Street Totals for HUDSON COUNTY REGISTER: 2 invoice(s) listed.	\$33.00 \$66.00	\$0.00 \$0.00		\$33.00 \$66.00
JC MUNICIPAL UTILITIES AUTHORITY								
JC MUNICIPAL UTILITIES AUTHORI	5/17/2022	4/14/2022	30308307348913	Water & Sewer - 25 Journal Sq	\$2,601.66	\$0.00		\$2,601.66

Jersey City Redevelopment Agency Cash Requirements Report

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JC MUNICIPAL UTILITIES AUTHORI	5/17/2022	4/11/2022	30309320562951	Water & Sewer - 25 Journal Sq F/L 30309320:	\$265.40	\$0.00		\$265.40
JC MUNICIPAL UTILITIES AUTHORI	5/17/2022	4/11/2022	30307738540000	Water & Sewer - 292 MLK Drive - 30307758	\$57.04	\$0.00		\$57.04
JC MUNICIPAL UTILITIES AUTHORI	5/17/2022	4/11/2022	30304979369009	Water & Sewer - 292 MLK Drive (F-FL)- 30	\$88.27	\$0.00		\$88.27
JC MUNICIPAL UTILITIES AUTHORI	5/17/2022	4/18/2022	30303282340000	Water & Sewer - 405 Ocean Ave-3030328234-	\$439.72	\$0.00		\$439.72
Totals for JC MUNICIPAL UTILITIES AUTHORITY: 5 invoice(s) listed.					\$3,452.09	\$0.00		\$3,452.09
KINNEY LISOVICZ REILLY & WOLFF PC								
KINNEY LISOVICZ REILLY & WOLF	5/17/2022	4/5/2022	25100	Legal Services - Employment Law Issues	\$4,270.00	\$0.00		\$4,270.00
KINNEY LISOVICZ REILLY & WOLF	5/17/2022	4/5/2022	25102	Legal Services - JCRA v JC Capital Fund	\$122.50	\$0.00		\$122.50
KINNEY LISOVICZ REILLY & WOLF	5/17/2022	4/5/2022	25103	Legal Services - JCRA v Urban League	\$3,677.50	\$0.00		\$3,677.50
KINNEY LISOVICZ REILLY & WOLF	5/17/2022	4/5/2022	25104	Legal Services - Insurance Issues	\$647.50	\$0.00		\$647.50
KINNEY LISOVICZ REILLY & WOLF	5/17/2022	4/5/2022	25105	Legal Services - 665 Ocean - Kevin Baskin	\$1,869.50	\$0.00		\$1,869.50
KINNEY LISOVICZ REILLY & WOLF	5/17/2022	4/5/2022	25106	Legal Services - 287 Pine Street	\$175.00	\$0.00		\$175.00
KINNEY LISOVICZ REILLY & WOLF	5/17/2022	4/5/2022	25107	Legal Services - B.L.E.S.C. Housing Group	\$192.50	\$0.00		\$192.50
KINNEY LISOVICZ REILLY & WOLF	5/17/2022	4/5/2022	25108	Legal Services - Ray's Tire Shop, LLC	\$70.00	\$0.00		\$70.00
KINNEY LISOVICZ REILLY & WOLF	5/17/2022	4/5/2022	25109	Legal Services - Brownfields Loan Agreement	\$122.50	\$0.00		\$122.50
Totals for KINNEY LISOVICZ REILLY & WOLFF PC: 9 invoice(s) listed.					\$11,147.00	\$0.00		\$11,147.00
LANGAN ENGINEERING & ENVIRONME								
LANGAN ENGINEERING & ENVIRO	5/17/2022	4/19/2022	LAN 0353698	Professional Services - Boundary Survey Paths	\$40,000.00	\$0.00		\$40,000.00
Totals for LANGAN ENGINEERING & ENVIRONME: 1 invoice(s) listed.					\$40,000.00	\$0.00		\$40,000.00
MARIA E. AGUILAR-AMBROSSI								
MARIA E. AGUILAR-AMBROSSI	5/17/2022	4/5/2022	April 2022	Dental Reimbursement - Spouse	\$1,589.00	\$0.00		\$1,589.00
Totals for MARIA E. AGUILAR-AMBROSSI: 1 invoice(s) listed.					\$1,589.00	\$0.00		\$1,589.00
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189687	Legal Services - 125 Monitor Street	\$43,987.17	\$0.00		\$43,987.17
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189688	Legal Services - 25 Pathside	\$15,997.75	\$0.00		\$15,997.75
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189689	Legal Services - 8 Aetna	\$2,595.34	\$0.00		\$2,595.34
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189691	Legal Services - 665 Ocean Ave.	\$1,010.00	\$0.00		\$1,010.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189692	Legal Services - Mack Cali	\$3,199.16	\$0.00		\$3,199.16
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189694	Legal Services - Newark Avenue	\$3,395.00	\$0.00		\$3,395.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189695	Legal Services - 975 Garfield Avenue RYMS I	\$2,148.00	\$0.00		\$2,148.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189697	Legal Services - 8 Erie St Litigation	\$3,710.00	\$0.00		\$3,710.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189686	Legal Services - Loew's Theater	\$14,432.66	\$0.00		\$14,432.66
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189698	Legal Services - HCCC Properties	\$10,699.16	\$0.00		\$10,699.16
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189699	Legal Services- 311 Washington Condos	\$3,806.00	\$0.00		\$3,806.00

Jersey City Redevelopment Agency Cash Requirements Report

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MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189701	Legal Services - Bayfront - Pennrose/Omni	\$10,627.50	\$0.00		\$10,627.50
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189702	Legal Services - Bayfront - BRP Development	\$2,210.00	\$0.00		\$2,210.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189703	Legal Services - Route 440 Developers	\$3,835.00	\$0.00		\$3,835.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189705	Legal Services- 558 Communipaw Access Re	\$1,638.28	\$0.00		\$1,638.28
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189706	Legal Services - Port Liberte Apartments LLC	\$2,827.50	\$0.00		\$2,827.50
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189707	Legal Services - 168 Sip/ Claremont	\$8,487.50	\$0.00		\$8,487.50
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189725	Legal Services - Laurel/Saddlewood	\$3,575.00	\$0.00		\$3,575.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189726	Legal Services - General Counsel	\$12,313.53	\$0.00		\$12,313.53
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189727	Legal Services -417 Communipaw Matter	\$2,307.50	\$0.00		\$2,307.50
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/26/2022	190329	Revised: Legal Services - 405 - 407 Ocean Av	\$595.00	\$0.00		\$595.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/26/2022	190330	REVISED: Legal Services - 975 Garfield Av	\$2,359.00	\$0.00		\$2,359.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/26/2022	190331	Revised: Legal Services -417 Communipaw M	\$4,267.50	\$0.00		\$4,267.50
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/28/2022	190400	Revised: Legal Services - 284 MLK	\$892.50	\$0.00		\$892.50
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/28/2022	490401	Revised: Legal Services - 408 - 420 Communi	\$1,400.00	\$0.00		\$1,400.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	188347	Revised: Legal Services - 125 Monitor Street	\$36,721.14	\$0.00		\$36,721.14
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	188944	Revised: Legal Services - 125 Monitor Street	\$22,926.50	\$0.00		\$22,926.50
MCMANIMON, SCOTLAND & BAU	5/17/2022	8/19/2021	183932	Legal Services - Tonelle Avenue	\$1,820.00	\$0.00		\$1,820.00
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	171907	Legal Services - NJCU Block 4	\$1,627.50	\$0.00		\$1,627.50
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	175702	Legal Services - Garfield Ave	\$2,397.50	\$0.00		\$2,397.50
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	170191	Legal Services - Hampshire	\$6,108.25	\$0.00		\$6,108.25
MCMANIMON, SCOTLAND & BAU	5/17/2022	1/22/2022	187791	Legal Services - NJCU West Campus	\$552.50	\$0.00		\$552.50
MCMANIMON, SCOTLAND & BAU	5/17/2022	4/11/2022	189704	Legal Services - 408-420 Communipaw Aven	\$3,710.00	\$0.00		\$3,710.00
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: 33 invoice(s) listed.					\$238,179.44	\$0.00		\$238,179.44
METLIFE								
METLIFE	5/17/2022	5/1/2022	June 2022	Employer I.D. #03639 - Deferred Salary Per P	\$75.00	\$0.00		\$75.00
METLIFE	5/17/2022	5/11/2022	May 2022	Employer I.D. #03639 - Deferred Salary Per P	\$75.00	\$0.00		\$75.00
METLIFE	5/17/2022	5/1/2022	June 2022	Employer I.D. #03639 - Deferred Salary Per P	\$75.00	\$0.00		\$75.00
Totals for METLIFE: 3 invoice(s) listed.					\$225.00	\$0.00		\$225.00
NEW JERSEY REALTY ADVISORY GRO								
NEW JERSEY REALTY ADVISORY G	5/17/2022	1/24/2022	2047	Appraisal Services - 1 Westside Ave.	\$3,500.00	\$0.00		\$3,500.00
Totals for NEW JERSEY REALTY ADVISORY GRO: 1 invoice(s) listed.					\$3,500.00	\$0.00		\$3,500.00
Peter Waldor & Associates								
Peter Waldor & Associates	5/17/2022	4/27/2022	29898	Property Insurance - 125 Monitor Street	\$7,583.23	\$0.00		\$7,583.23
Peter Waldor & Associates	5/17/2022	5/11/2022	30035	Property Insurance - 574 Communipaw Avenue	\$12,755.39	\$0.00		\$12,755.39
Totals for Peter Waldor & Associates: 2 invoice(s) listed.					\$20,338.62	\$0.00		\$20,338.62

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PROPERTY MAINTENANCE GUYS								
PROPERTY MAINTENANCE GUYS	5/17/2022	6/14/2021	2629	Roof Repair - 292 MLK	\$166.00	\$0.00		\$166.00
PROPERTY MAINTENANCE GUYS	5/17/2022	5/1/2022	1847	Payment Per Agreement - 51 Crescent Avenue	\$14,100.00	\$0.00		\$14,100.00
PROPERTY MAINTENANCE GUYS	5/17/2022	5/12/2022	2985	Payment Per Agreement - 51 Crescent Avenue	\$59,153.95	\$0.00		\$59,153.95
				Totals for PROPERTY MAINTENANCE GUYS:	\$73,419.95	\$0.00		\$73,419.95
				3 invoice(s) listed.				
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/14/2022	142-497-031-18	Gas & Electric - 25 Journal Square	\$4,293.73	\$0.00		\$4,293.73
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$30.43	\$0.00		\$30.43
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$29.90	\$0.00		\$29.90
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$147.43	\$0.00		\$147.43
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$77.45	\$0.00		\$77.45
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$51.67	\$0.00		\$51.67
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$66.40	\$0.00		\$66.40
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$53.15	\$0.00		\$53.15
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$31.83	\$0.00		\$31.83
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$45.18	\$0.00		\$45.18
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$40.46	\$0.00		\$40.46
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	5/9/2022	75-481-965-04	Gas & Electric - 51 Crescent Avenue - Fl 1	\$20.81	\$0.00		\$20.81
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	5/9/2022	75-491-378-03	Gas & Electric - 51 Crescent Avenue - Fl 2	\$21.96	\$0.00		\$21.96
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-729-979-07	Gas & Electric - 665 Ocean Avenue - Office A	\$41.94	\$0.00		\$41.94
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	72-729-965-01	Gas & Electric - 665 Ocean Avenue - HSE	\$109.84	\$0.00		\$109.84
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/21/2022	70-455-651-00	Gas & Electric - 405 Ocean Ave - HSE	\$4.83	\$0.00		\$4.83
PUBLIC SERVICE ELECTRIC & GAS	5/17/2022	4/22/2022	75-202-754-18	Gas & Electric - 1 Berry Ln Fl 2 HSE 2	\$223.45	\$0.00		\$223.45
				Totals for PUBLIC SERVICE ELECTRIC & GAS:	\$5,290.46	\$0.00		\$5,290.46
				17 invoice(s) listed.				
Ruben Randy								
Ruben Randy	5/17/2022	4/27/2022	116 Grant Ave.	Refund of Escrow on Deposit	\$2,397.22	\$0.00		\$2,397.22
				Totals for Ruben Randy:	\$2,397.22	\$0.00		\$2,397.22
				1 invoice(s) listed.				
SAMUEL OMAR CAMPBELL								
SAMUEL OMAR CAMPBELL	5/17/2022	4/13/2022	55	Various Repairs	\$5,380.00	\$0.00		\$5,380.00
				Totals for SAMUEL OMAR CAMPBELL:	\$5,380.00	\$0.00		\$5,380.00
				1 invoice(s) listed.				
Silagy Contracting, LLC.								
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-1	Lawn Maintenance & Trash Removal- 185 Dw	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-2	Lawn Maintenance & Trash Removal- 284 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-3	Lawn Maintenance & Trash Removal- 292 MI	\$360.00	\$0.00		\$360.00

Jersey City Redevelopment Agency Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-5	Lawn Maintenance & Trash Removal- 326-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-6	Lawn Maintenance & Trash Removal- 408-4	\$340.00	\$0.00		\$340.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-7	Lawn Maintenance & Trash Removal- 199 Wc	\$190.00	\$0.00		\$190.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-9	Lawn Maintenance & Trash Removal- 665 Oc	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-10	Lawn Maintenance & Trash Removal - 51 Cr	\$180.00	\$0.00		\$180.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-11	Lawn Maintenance & Trash Removal - 550 J	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-12	Lawn Maintenance & Trash Removal - 84 Sip	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-14	Lawn Maintenance & Trash Removal - 174-1	\$650.00	\$0.00		\$650.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-18	Lawn Maintenance & Trash Removal - 558 C	\$280.00	\$0.00		\$280.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-19	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00		\$490.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-4	Lawn Maintenance & Trash Removal- 314 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-8	Lawn Maintenance & Trash Removal- 405-4	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-13	Lawn Maintenance & Trash Removal - 80 Ba	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-15	Lawn Maintenance & Trash Removal - 336-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-16	Lawn Maintenance & Trash Removal - 1054 C	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	5/17/2022	4/26/2022	12590-17	Lawn Maintenance & Trash Removal - Johns	\$760.00	\$0.00		\$760.00
Totals for Silagy Contracting, LLC.: 19 invoice(s) listed.					\$6,950.00	\$0.00		\$6,950.00
STAPLES CREDIT PLAN								
STAPLES CREDIT PLAN	5/17/2022	5/12/2022	March-April-May	Office Supplies	\$3,472.39	\$0.00		\$3,472.39
Totals for STAPLES CREDIT PLAN: 1 invoice(s) listed.					\$3,472.39	\$0.00		\$3,472.39
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	5/17/2022	5/5/2022	May	Payment for Copier Lease - May	\$1,381.99	\$0.00		\$1,381.99
Totals for TOSHIBA FINANCIAL SERVICES: 1 invoice(s) listed.					\$1,381.99	\$0.00		\$1,381.99
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	5/17/2022	4/15/2022	April 2022	Case/Property Mngt Services at 665 Ocean A	\$4,791.67	\$0.00		\$4,791.67
Totals for UNITED WAY OF HUDSON COUNTY: 1 invoice(s) listed.					\$4,791.67	\$0.00		\$4,791.67
VERIZON								
VERIZON	5/17/2022	4/15/2022	May 2022	Agency Cell Phone Bill -May 2022	\$184.21	\$0.00		\$184.21
Totals for VERIZON: 1 invoice(s) listed.					\$184.21	\$0.00		\$184.21
VICTORIA BONNERS								
VICTORIA BONNERS	5/17/2022	4/28/2022	April - 2022	Dental Reimbursement - Self	\$89.00	\$0.00		\$89.00

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
				Totals for VICTORIA BONNERS: 1 invoice(s) listed.	\$89.00	\$0.00		\$89.00
W. B. MASON CO., INC.								
W. B. MASON CO., INC.	5/17/2022	4/6/2022	Various	Office Supplies/Various	\$1,422.94	\$0.00		\$1,422.94
				Totals for W. B. MASON CO., INC.: 1 invoice(s) listed.	\$1,422.94	\$0.00		\$1,422.94
Wielkotz & Company, LLC.								
Wielkotz & Company, LLC.	5/17/2022	4/5/2022	21-00085-2302	CFO Accounting Services Rendered	\$7,500.00	\$0.00		\$7,500.00
				Totals for Wielkotz & Company, LLC.: 1 invoice(s) listed.	\$7,500.00	\$0.00		\$7,500.00
XEROX CORPORATION								
XEROX CORPORATION	5/17/2022	4/6/2022	May 2022	Meter Usage / Printer	\$191.27	\$0.00		\$191.27
				Totals for XEROX CORPORATION: 1 invoice(s) listed.	\$191.27	\$0.00		\$191.27
GRAND TOTALS:					\$536,848.38	\$0.00		\$536,848.38

Jersey City Redevelopment Agency Cash Requirements Report

Report name: Invoice Due Today
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (5/17/2022)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Provident Checking
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
CME ASSOCIATES								
CME ASSOCIATES	5/17/2022	4/16/2022	0302338	Engineering Services - Bayfront Redevelopment	\$38,375.75	\$0.00		\$38,375.75
CME ASSOCIATES	5/17/2022	4/27/2022	0303156	Engineering Services - Bayfront Redevelopment	\$25,770.50	\$0.00		\$25,770.50
				Totals for CME ASSOCIATES:	\$64,146.25	\$0.00		\$64,146.25
JOSEPH M. SANZARI, INC.								
JOSEPH M. SANZARI, INC.	5/17/2022	5/4/2022	Payment #11	Construction- Bayfront Redevelopment- Phase	\$262,344.68	\$0.00		\$262,344.68
				Totals for JOSEPH M. SANZARI, INC.:	\$262,344.68	\$0.00		\$262,344.68
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAUMANN, LLC	5/17/2022	4/11/2022	189690	Legal Services - Bayfront/Honeywell	\$2,887.50	\$0.00		\$2,887.50
				Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC:	\$2,887.50	\$0.00		\$2,887.50
Perkins Eastman Architects DPC								
Perkins Eastman Architects DPC	5/17/2022	4/27/2022	77961.00.0	Architectural Services - Bayfront Redevelopment	\$84,802.70	\$0.00		\$84,802.70
				Totals for Perkins Eastman Architects DPC:	\$84,802.70	\$0.00		\$84,802.70
POTOMAC-HUDSON ENVIRONMENTAL I								
POTOMAC-HUDSON ENVIRONMENTAL I	5/17/2022	4/16/2022	22.627.25	Environmental Services - Bayfront	\$7,161.50	\$0.00		\$7,161.50
				Totals for POTOMAC-HUDSON ENVIRONMENTAL I:	\$7,161.50	\$0.00		\$7,161.50
Wielkoltz & Company, LLC.								
Wielkoltz & Company, LLC.	5/17/2022	5/2/2022	21-00085-02309	CFO Accounting Services Rendered - Bayfr	\$350.00	\$0.00		\$350.00
				Totals for Wielkoltz & Company, LLC.:	\$350.00	\$0.00		\$350.00
GRAND TOTALS:					\$421,692.63	\$0.00		\$421,692.63

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

Report name: Invoice Due Today-INVESTORS
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (5/17/2022)
Include all Post Statutes
Include all Invoices
Include all Vendors
Include these Banks: Investors - Bayfront
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency
Cash Requirements Report
PATHSIDE - PROVIDENT BANK CHECKING

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
LA CENTRE NATIONAL d'ART et de CULTURE GEORGES POMPIDOU								
LA CENTRE NATIONAL d'ART et de C	5/17/2022	3/11/2022	Payment 1 of 2	Implementation Contract - Centre Pompidou	\$126,364.92	\$0.00		\$126,364.92
Totals for LA CENTRE NATIONAL d'ART et de C				CULTURE GEORGES POMPIDOU:	<u>\$126,364.92</u>	<u>\$0.00</u>		<u>\$126,364.92</u>
GRAND TOTALS:					\$126,364.92	\$0.00		\$126,364.92

Jersey City Redevelopment Agency

Cash Requirements Report

PATHSIDE - PROVIDENT BANK CHECKING

Report name: Pathside
Show invoices open as of today
Do not include invoices scheduled to be generated
Calculate discounts as of today
Include all invoice dates
Include all post dates
Include these due dates: Today (5/17/2022)
Include all Post Statuses
Include all Invoices
Include all Vendors
Include these Banks: Provident - Pathside
Include all Invoice Attributes
Include all Vendor Attributes

Jersey City Redevelopment Agency

Cash Requirements Report

Vendor Name	Due Date	Invoice Date	Invoice Number	Invoice Description	Invoice Balance	Potential Discount	Discount Expires On	Net Amount Due
GAURAV KOCHHAR								
GAURAV KOCHHAR	4/26/2022	4/26/2022	454 Palisade	Return of Condemnation Deposit - 454 Palis	\$675,000.00	\$0.00		\$675,000.00
				Totals for GAURAV KOCHHAR:	\$675,000.00	\$0.00		\$675,000.00
				1 invoice(s) listed.				
GRAND TOTALS:					\$675,000.00	\$0.00		\$675,000.00

Jersey City Redevelopment Agency Cash Requirements Report

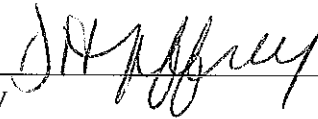
- Report name: Invoice Due Today
- Show invoices open as of today
- Do not include invoices scheduled to be generated
- Calculate discounts as of today
- Include all invoice dates
- Include all post dates
- Include these due dates: Today (4/26/2022)
- Include all Post Statuses
- Include all Invoices
- Include all Vendors
- Include these Banks: Provident Checking
- Include all Invoice Attributes
- Include all Vendor Attributes

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF MAY 17, 2022

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of May 17, 2022

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of May 17, 2022 be approved as presented.

Secretary



Certified to be a true and correct copy of the Resolution adopted by the Board of Commissioners adopted at their Meeting dated May 17, 2022

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING CONTRACT 22-04-RN7 WITH MATRIX NEW WORLD ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC FOR CIVIL ENGINEERING, GEOTECHNICAL ENGINEERING AND OTHER SERVICES, FOR THE 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, 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 has designated that certain area known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment pursuant to the Redevelopment Law; and

WHEREAS, the 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 “**Pathside Building**” or the “**Property**”), located within the Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Agency has determined to repurpose the Pathside Building as a museum pursuant to its powers under the Redevelopment Law; and

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide designated municipal funding for the Agency’s redevelopment activities, and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the “**Cooperation Agreement**”); and

WHEREAS, the Agency and the City have entered into a Memorandum of Understanding with the City and the Centre national d’art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building in order to design and renovate the Pathside Building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop (the “**Pathside Museum Project**”); and

WHEREAS, in order to undertake the Pathside Museum Project, the Agency determined it has a need for civil engineering and geotechnical engineering services for the Property ("**Civil/Geotech Services**"); 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, on March 2, 2022, the Agency issued a Request for Proposals for the Civil/Geotech Services ("**RFP**") which RFP fully describes the scope of the Civil/Geotech Services required by the Agency; and

WHEREAS, in response to the RFP, Matrix New World Engineering, Land Surveying and Landscape Architecture, PC ("**Matrix**") submitted a detailed proposal for the Civil/Geotech Services dated March 21, 2022 (the "**Proposal**"); and

WHEREAS, by Resolution 22-04-17, the Agency was authorized to enter into Contract 22-04-RN7 with Matrix (the "**2022 Contract**") to perform the Civil/Geotech Services as outlined in the Proposal, for a total amount of fees and reimbursable expenses not to exceed Fifty One Thousand Eight Hundred Fifty Dollars (\$51,850.00), to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, on May 13, 2022, Matrix submitted a detailed proposal ("**Additional Services Proposal**") with respect to engineering services related to mold remediation (the "**Additional Services**") at the Property which shall include the drafting of bid specifications for procurement of mold remediation services pursuant to the requirement of the local Public Contract Law; and

WHEREAS, Matrix possesses the skills and expertise necessary to perform and complete the Additional Services; and

WHEREAS, the Agency desires to enter into an amendment to the 2022 Contract to authorize Matrix to perform the Additional Services as outlined in the Additional Services Proposal, for a total amount of additional fees and reimbursable expenses not to exceed Thirty Thousand Dollars (\$30,000.00), to be paid in accordance with the rates set forth in the Additional Services Proposal ("**2022 Contract Amendment**"), so that the new total amount of the 2022 Contract shall not exceed \$81,850.00; and

WHEREAS, the 2022 Contract Amendment will be funded by monies received from the City in accordance with the Cooperation Agreement; and

WHEREAS, in accordance with the LPCL, *N.J.S.A. 40A:11-5(1)(a)(i)*, the Additional Services are professional services exempt from public bidding; and

WHEREAS, Matrix has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledging that the 2022 Contract will prohibit Matrix from making any reportable contributions through the term of the 2022 Contract; and

WHEREAS, notice of the award of the 2022 Contract Amendment shall be published in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*,

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

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

Section 2. The Board of Commissioners hereby authorizes the 2022 Contract Amendment and authorizes Matrix to perform and complete the Additional Services for a term to expire upon completion of the Additional Services and all related tasks, or twelve (12) months after the effective date of the 2022 Contract, whichever is earlier, payable in accordance with the rates set forth in the Proposal for a total amount not to exceed Thirty Thousand Dollars (\$30,000.00), subject to the terms and conditions of the amendment to the 2022 Contract, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel. The total amount of the 2022 Contract, as amended, shall not exceed \$81,850.00. The Agency will not reimburse Matrix for costs deemed by the Agency to be part of Matrix's overhead costs and basic support services.

Section 3. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the 2022 Contract Amendment and any and all other documents necessary to effectuate this Resolution, and to undertake all actions necessary to effectuate the 2022 Contract Amendment and this Resolution, all in accordance with the LPCL and in consultation with counsel.

Section 4. The Agency shall publish notice of the award of the 2022 Contract Amendment in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on May 17, 2022.


Diana H. Jeffrey, Secretary

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

Task 2 – Procurement Support

Matrix will assist the JCRA with public procurement of the work, including conduct/attendance at a pre-construction meeting, review of bids, and a recommendation of award.

Task 3 – Construction Administration

Matrix will provide construction administration services for the project, including contract processing, a pre-construction meeting, on-site inspection/oversight, review/recommendation of payment requests and contract closeout. As required, Matrix will document the remediation work, including documentation of employment of methods of removal (interior demolition), cleaning/disinfection, and chemical dwell time procedures. Upon successful removal and cleanup procedures, the on-site project monitor will inspect the work area and document the work is complete and all waste has been removed from the site.

CONTINGENCIES:

1. It is assumed for the purposes of this proposal that the JCRA will be responsible for de-energizing the impacted basement areas while providing adequate electrical service to operate temporary lighting, equipment, and air filtration devices.
2. It is assumed that both elevators will be operable and made available for the duration of the project. Matrix is not responsible for operating engineers and/or stand-by trades.

COSTS

This Proposal is submitted by Matrix to the JCRA, pursuant to the previously executed Resolution (#22-04-17) to provide additional engineering services. This Proposal is being submitted as a Lump Sum fee.

TOTAL LUMP SUM COST **\$30,000.00**

If you have any questions, please feel free to contact us at (973) 585-5264.

Sincerely,



Gavin Gilmore, CMI
Director of Hazardous material Services

Authorization to Proceed: _____

Name/Title

Date: _____

5/16/22

ROBERT G. NAWORSKI / PROJECT MANAGER

MATRIXNEWORLD

Engineering Progress

May 12, 2022
Revised May 13, 2022

Robert G. Napiorski
Project Manager
Jersey City Redevelopment Agency
4 Jackson Square (39 Kearney Ave.)
Jersey City, New Jersey
rnapiorski@jcnj.org

**Re: PROPOSAL FOR MOLD REMEDIATION SERVICES
(FORMER) PATHSIDE BUILDING
84 SIP AVENUE
JERSEY CITY, NEW JERSEY
MATRIX NO. 22-0276**

Dear Mr. Napiorski:

Matrix New World Engineering, Land Surveying and Landscape Architecture P.C. (Matrix) is pleased to present this proposal to provide professional services for mold remediation and interior demolition services associated with Jersey City Redevelopment Agency (JCRA)'s ongoing renovation of the (former) Pathside Building, located at 84 Sip Avenue in Jersey City, New Jersey (Site).

PROJECT UNDERSTANDING

Based upon the conditions noted on-site and as discussed with you and your office, the scope of microbial (mold) remediation is associated and contingent upon the full interior demolition of porous and semi-porous building materials located within the existing Pathside basement level (excluding the mechanical equipment room). In accordance with our initial visual assessment of the property, the removal of water and/or mold impacted building materials is to include:

- Item #1 – 46 Individual Mold Contaminated Wood and Metal Door/Door Frames (demolition);
- Item #2 – (various) Mold Contaminated Miscellaneous Cabinetry and Fixed Furnishings (demolition);
- Item #3 – Approximately 260 Square Feet (SF) Mold Contaminated 2' x 2' Drop Ceiling Tiles (demolition);
- Item #4 – (various) Mold Contaminated Metal Suspended Ceiling Grid (demolition);
- Item #5 – Approximately 9,800 SF Mold Contaminated Gypsum Wall Board and Associated Metal/Wood Framing (demolition);
- Item #6 – Approximately 720 SF Mold Contaminated Plaster or (other) Masonry Wall Surfaces (decontamination); and
- Item #7 – (post demolition decontamination) Basement General Area Clean and Disinfection (throughout including lower stair wells).

Based upon relevant and available asbestos bulk sampling and analysis, the gypsum wall board, joint compound, and existing wall plaster have all been tested and confirmed to be non-asbestos-containing materials (ACMs); and may be disposed of as construction and demolition debris (C&D) with the remaining mold remediation waste.

MATRIX SCOPE OF WORK

Task 1 –Contract and Procurement Documents

Matrix will develop contract and procurement documents for the City's solicitation and contracting with a qualified remediation contractor. These documents will include development of a scope of work and technical specifications based upon sampling and laboratory analysis of impacted materials and required safety/performance requirements. The deliverable for this item is complete set of procurement documents, prepared by a licensed mold remediation specialist. Matrix will incorporate the JCRA's "front end" specifications upon receipt in electronic format.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN ACCESS AGREEMENT WITH ONE JOURNAL SQUARE TOWER NORTH URBAN RENEWAL COMPANY LLC, ONE JOURNAL SQUARE TOWER SOUTH URBAN RENEWAL COMPANY LLC, ONE JOURNAL SQUARE PARTNERS URBAN RENEWAL COMPANY LLC, AND ONE JOURNAL SQUARE CONDOMINIUM ASSOCIATION INC. WITH RESPECT TO CERTAIN PROPERTY IDENTIFIED AS 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, 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, in accordance with the Redevelopment Law, the City designated that certain area known as the Journal Square 2060 Redevelopment Area (the “**Redevelopment Area**”) and enacted a redevelopment plan entitled the “Journal Square 2060 Redevelopment Plan” in order to effectuate the redevelopment of the Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); 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 “**Pathside Building**” or the “**Pathside Property**”), located within the Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; and

WHEREAS, the Agency has determined to repurpose the Pathside Building as a museum pursuant to its powers under the Redevelopment Law; and

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide designated municipal funding for the Agency’s redevelopment activities, and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the “**Cooperation Agreement**”); and

WHEREAS, the Agency and the City have entered into a Memorandum of Understanding with the City and the Centre national d’art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building in order to design and renovate the Pathside Building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop (the “**Pathside Museum Project**”); and

WHEREAS, on October 21, 2020, the Agency and One Journal Square Tower North Urban Renewal Company LLC, One Journal Square Tower South Urban Renewal Company LLC, and One Journal Square Partners Urban Renewal Company LLC (collectively the “**Redeveloper**”) entered into a Redevelopment Agreement (“**Redevelopment Agreement**”) for the property known as 10 Journal Square, Jersey City, New Jersey, identified on the tax map of the city as Block 9501, Lots 23 (the “**One Journal Premises**”); and

WHEREAS, the One Journal Premises are located adjacent to the Pathside Property; and

WHEREAS, Redeveloper intends to develop the One Journal Premises in accordance with the Redevelopment Agreement and prior to beginning construction would like to conduct a pre-construction survey of the Pathside Property to document and detail existing conditions, and perform certain monitoring of the Pathside Property and other related tasks; and

WHEREAS, the Agency wishes to authorize an access agreement with Redeveloper and One Journal Square Condominium Association Inc. (collectively, “**One Journal**”) for this purpose (the “**Access Agreement**”), and for only a certain period as defined in the Access Agreement; and

WHEREAS, the proposed Access Agreement authorizes One Journal and its agents, representatives, designees, consultants, contractors, and/or subcontractors access the Property for the reasons and on the terms and conditions set forth therein,

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 Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized and directed to execute the Access Agreement in substantially the form on file with the Agency, together with such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency, in consultation with counsel.

Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions necessary to effectuate the Access Agreement and this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its regular meeting held on May 17, 2022.


Diana H. Jeffrey, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH SCITECH SCITY LLC FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 21504, LOTS 4.01, 5, 6 AND 7 COMMONLY KNOWN AS 115 JERSEY CITY BOULEVARD, 101 PHILLIP STREET, 65 PHILLIP STREET AND OLIVER STREET, WITHIN THE LIBERTY HARBOR REDEVELOPMENT AREA

WHEREAS, the City Council (the “**City Council**”) of the City of Jersey City (the “**City**”), has determined that the Liberty Harbor Redevelopment Area (the “**Redevelopment Area**”) is an “area in need of redevelopment” as such term is defined in the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*) (the “**Redevelopment Law**”); and

WHEREAS, the City Council has enacted an ordinance approving a redevelopment plan for the Liberty Harbor Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established as an instrumentality of the City and operates pursuant to the provisions of the Redevelopment Law with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, the Agency designated a non-profit affiliate of the Liberty Science Center, Scitech Scity LLC (the “**Redeveloper**”, together with the Agency, the “**Parties**”), as redeveloper of the Scitech Scity redevelopment project (the “**Project**”) further described in that certain redevelopment agreement by and between the Agency and the Redeveloper dated May 2, 2017 (the “**Initial Redevelopment Agreement**”), as amended by that certain First Amendment to Redevelopment Agreement dated February 27, 2018 (collectively, the “**Redevelopment Agreement**”); and

WHEREAS, the Parties desire to enter into a Second Amendment to Redevelopment Agreement, in substantially the form on file with the Agency (the “**Second Amendment**”), to revise both the project description established in the Redevelopment Agreement and the construction timeline laid out in the Redevelopment Agreement’s Schedule C; and

WHEREAS, the Agency desires to approve the Second Amendment and to authorize the execution thereof,

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

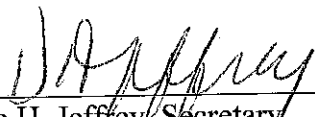
Section 1. The recitals hereto are incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the Second Amendment as set forth herein.

Section 3. The Chairman, Vice-Chair, Executive Director and/or Secretary of the Agency are each hereby authorized to execute and deliver the Second Amendment to 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 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 on May 17, 2022.


Diana H. Jeffrey, Secretary

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

Regular Meeting
May 17, 2022

A G E N D A

Informational Item

Scatter Site Redevelopment Area – The Jersey City Redevelopment Agency (the “Agency”) and MDW Real Estate and Acquisition, LLC. the “Redeveloper”) executed that certain Redevelopment Agreement dated August 26, 2020 and recorded with the Hudson County Register’s office on November 2, 2020 for property located at Block 23703, Lot 12 a/k/a 9 Myrtle Avenue (the “Property”) within the Scatter Site Redevelopment Area. Pursuant to Sections 2.6 and 3.1(c) of the Redevelopment Agreement, on May 2, 2022, the Agency received from the Redeveloper a termination notice and a request for the return of funds on deposit with the Agency after payment of all outstanding costs. The Agency acknowledges receipt of said notice and, accordingly, the Redevelopment Agreement and Redeveloper’s designation as redeveloper of the Property are terminated. The Agency will initiate close out procedures and will execute any and all documents necessary to discharge the Redevelopment Agreement.

Jason M. Friedkin