

**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
MINUTES OF THE REGULAR REMOTE PUBLIC
MEETING OF JULY 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 August 16, 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
JULY 19, 2022**

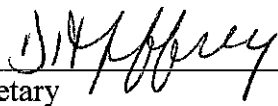
WHEREAS, the Board of Commissioners approved going into closed session at their meetings of July 19, 2022; and

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 August 16, 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 EXTENDING THE CONDITIONAL DESIGNATION OF BLUE ATLANTIC CAPITAL, LLC AND DEVILS ARENA ENTERTAINMENT LLC AS THE REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 10601, LOT 41, COMMONLY KNOWN AS THE 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**"), and has 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, by Resolution No. 21-SP02-1-1 adopted on February 22, 2021, the Agency conditionally designated Blue Atlantic Capital, LLC, with its equity and operating partner, Devils Arena Entertainment LLC (collectively, the "**Redeveloper**") as redeveloper of the Property, as extended by Resolution No. 21-09-12 adopted on September 21, 2021, which designation is set to expire; and

WHEREAS, the Agency desires to extend Redeveloper's designation as redeveloper of the Property until December 31, 2022, which expiration date may be extended in the sole discretion of the Agency's Executive Director for one (1) additional period of up to sixty (60) days, so that the Agency and Redeveloper may complete the negotiation of a redevelopment agreement,

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

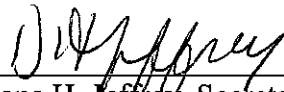
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until December 31, 2022, which expiration date may be extended in the sole discretion of the Executive Director for one (1) additional period of up to sixty (60) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

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

Section 4. This Resolution shall take effect immediately.

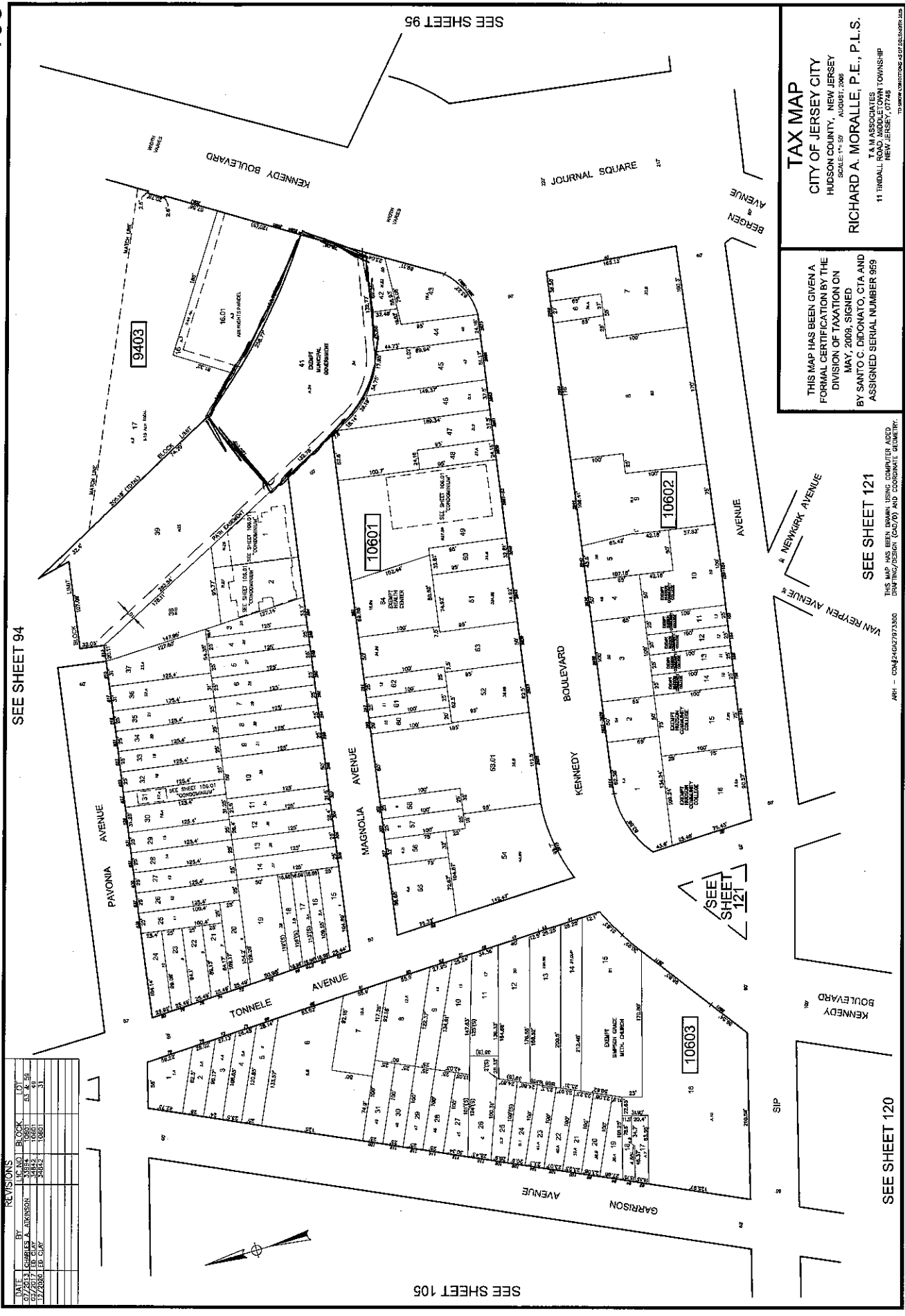
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of August 16, 2022.


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
07/2017	CHARLES A. ANDERSON	10601	51 & 59
12/2002	10602	31	
12/2002	10603	31	

SEE SHEET 94



TAX MAP
 CITY OF JERSEY CITY
 HUDSON COUNTY, NEW JERSEY
 SCALE: 1" = 50'
 AUGUST, 2008
 RICHARD A. MORALLE, P.E., P.L.S.
 11 TRIDALE DRIVE
 NEW JERSEY 07748
 T & M ASSOCIATES
 11 TRIDALE DRIVE
 NEW JERSEY 07748
 TO: WWW.TAXMAPS.NET

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

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED
 DRAFTING/DESIGN (CADD) AND COORDINATE GEOMETRY.
 VAN REYPEN AVENUE
 NEWARK AVENUE
 SEE SHEET 121
 SEE SHEET 120

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF 30 JOURNAL SQUARE PARTNERS LLC AS REDEVELOPER FOR CERTAIN PROPERTY IDENTIFIED AS BLOCK 10702, LOTS 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 AND 15, COMMONLY KNOWN AS 30 JOURNAL SQUARE, 3-23 ENOS PLACE AND 122-130 NEWKIRK STREET, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established by the City of Jersey City (the “**City**”) to implement redevelopment plans and carry out redevelopment projects in the City pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the “**Redevelopment Law**”); and

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

WHEREAS, the City has enacted the Journal Square 2060 Redevelopment Plan (as amended and supplemented from time to time, the “**Redevelopment Plan**”), in order to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, certain parcels within the Redevelopment Area identified on the official tax maps of the City as Block 10702, Lots 4, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15, commonly known as 30 Journal Square, 3-23 Enos Place, and 122-130 Newkirk Street (collectively, the “**Property**”), are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, by Resolution No. 19-08-14, the Agency conditionally designated 30 Journal Square Partners LLC (the “**Redeveloper**”) as redeveloper of the Property, which designation was subsequently extended, including most recently by Resolution No. 22-01-6 adopted on January 18, 2022; and

WHEREAS, the Agency desires to extend Redeveloper’s conditional designation as redeveloper of the Property until December 31, 2022 so that the Agency and Redeveloper may complete the negotiation of a redevelopment agreement,

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

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

Section 2. The conditional designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until December 31, 2022, to allow the Agency and Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

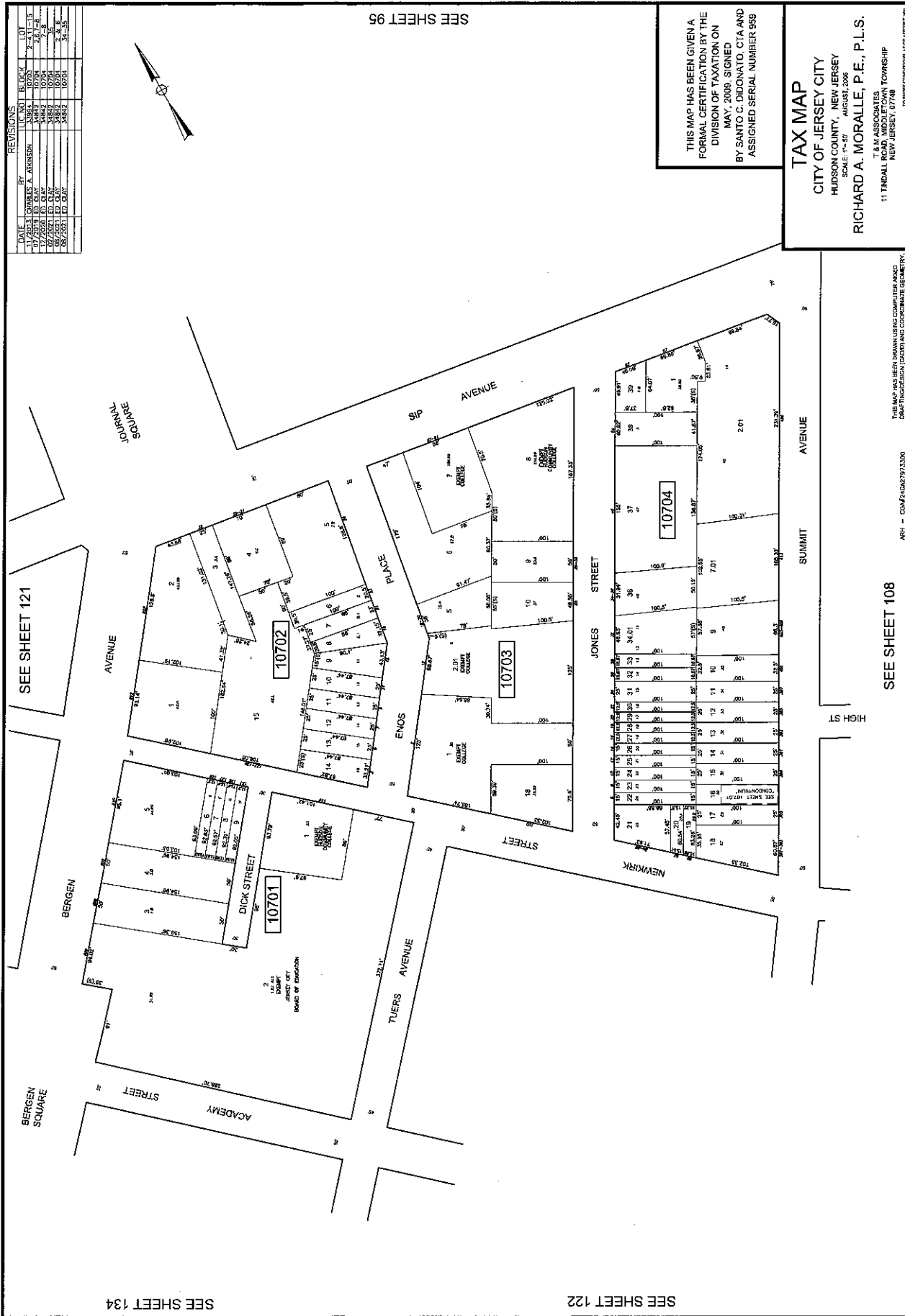
Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

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 August 16, 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 REAUTHORIZING PROFESSIONAL SERVICES CONTRACT NO. 21-05-ED3 WITH OMA AMO ARCHITECTURE, P.C. FOR ARCHITECTURE AND RELATED 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**”) 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, 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**”), located within the Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; and

WHEREAS, on May 5, 2021, the Agency and the City entered into that certain Cooperation Agreement with respect to the Journal Square Cultural and Arts Initiative to provide designated municipal funding, including with respect to the Pathside Building for improvements, operations and ongoing expenses (the “**Cooperation Agreement**”); 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, in furtherance of its responsibilities under the Redevelopment Law and the Cooperation Agreement, the Agency requires full architecture design services (design and implementation) for the Pathside Building (the “**Architecture Services**”) in order to design and renovate the existing 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; and

WHEREAS, the Agency previously entered into that certain Professional Services Contract No. 21-05-ED3 dated July 1, 2021 (the “**2021 Contract**”) with OMA*AMO Architecture, P.C. (“**OMA**”) for performance of the Architecture Services for a total amount not to exceed Two Million Sixty Thousand Dollars (\$2,060,000.00); and

WHEREAS, OMA requires additional time to complete the Architecture Services referenced in the 2021 Contract; and

WHEREAS, OMA possesses the skills and expertise to perform and complete the Architecture Services; and

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

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

WHEREAS, on August 8, 2022, OMA submitted an updated proposal to the Agency (the "**Proposal**") requesting reauthorization of the 2021 Contract and detailing the scope of Architecture Services anticipated during the term of the reauthorized 2022 Contract; and

WHEREAS, pursuant to the LPCL, the Agency desires to reauthorize the 2021 Contract (as reauthorized, the "**2022 Contract**") for the performance of Architecture Services as outlined in the Proposal for a term commencing as of July 1, 2022 and expiring on June 30, 2023; and

WHEREAS, OMA 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 OMA from making any reportable contributions through the term of the Contract; and

WHEREAS, the 2022 Contract will be funded by monies received from the City in accordance with the Cooperation Agreement and/or with the proceeds of a grant from the State of New Jersey Department of State/New Jersey Council on the Arts; and

WHEREAS, notice of the award of the 2022 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 that:

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

Section 2. The Board of Commissioners hereby reauthorizes Professional Services Contract No. 21-05-ED3, for a term commencing as of July 1, 2022 and expiring on June 30, 2023.

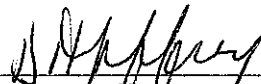
Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are each hereby authorized to execute and deliver the 2022 Contract, which shall be in substantially the same form as the 2021 Contract, together with such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel. Except as expressly authorized in this Resolution, all other terms and conditions of the 2021 Contract shall remain unchanged and in full force and effect, including the 2021 Contract amount previously approved, which shall not exceed Two Million Sixty Thousand Dollars (\$2,060,000.00) and which shall be payable in accordance with the rates set forth in the Proposal.

Section 4. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are each hereby authorized to undertake all other actions necessary to effectuate the 2022 Contract and this Resolution, all in accordance with the LPCL, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. The Agency shall publish notice of the award of the 2022 Contract in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

Section 6. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on August 16, 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	✓			

PROFESSIONAL SERVICES CONTRACT NO. 21-05-ED3

THIS PROFESSIONAL SERVICES CONTRACT NO. 21-05-ED3 (the "**Contract**"), entered into as of this 1st day of July, 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 **OMA AMO P.C.**, with offices at 180 Varick Street, Suite 1328, New York, New York 10014 ("**OMA**" or the "**Consultant**") (OMA and the Agency, collectively, the "**Parties**", and each individually, a "**Party**").

WITNESSETH:

WHEREAS, the Jersey City Redevelopment 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**"), located within the Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan (the "**Plan**"); and

WHEREAS, on May 5, 2021, the Agency and the City entered into that certain Cooperation Agreement with respect to the Journal Square Cultural and Arts Initiative to provide designated municipal funding, including with respect to the Pathside Building for improvements, operations and ongoing expenses (the "**Cooperation Agreement**"); and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Plan and the Cooperation Agreement, the Agency requires professional architectural design and implementation services (the "**Services**") from time to time; 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, OMA submitted that certain Proposal for the Services for the Pathside Building dated May 11, 2021 (the "**Proposal**"), attached hereto as Exhibit A, to design and renovate the existing 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, for a total Contract amount not to exceed Two Million Sixty

JK

Thousand Dollars (\$2,060,000), to be paid in accordance with the terms and conditions set forth in the Proposal; and

WHEREAS, said Services to be provided by OMA are professional services within the definition contained in *N.J.S.A. 40A:11-2*; and

WHEREAS, the Agency finds OMA to possess the skills and expertise to perform the Services, finds their Proposal to be fair and equitable, and wishes to enter into a contract for the Services; and

WHEREAS, by Resolution No. 21-05-11, attached hereto as Exhibit B, dated May 18, 2021, the Agency's Board of Commissioners authorized execution of this Contract with OMA to provide the Services as outlined in the Proposal; and

WHEREAS, this Contract will be funded by monies received from the City in accordance with the Cooperation Agreement; 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 OMA, 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 purpose of this Contract is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with OMA's performance of the Services, outlined in the Proposal, and in furtherance of the redevelopment of the Redevelopment Area.

SECTION 2 – SCOPE OF SERVICES: PERFORMANCE

- A. OMA shall perform the Services as outlined in the Proposal.
- B. Performance of the Services shall not be materially different from or more or less extensive than those specified in the Proposal, unless such modifications are reduced to writing and signed by authorized representatives of the Agency and OMA in accordance with the procedure set forth in Section 3(B) herein.
- C. In performing the Services, OMA shall operate as and have the status of an independent contractor and shall not be considered an agent or employee of the Agency. As an independent contractor, OMA shall be solely responsible for determining the means and methods of performing the Services.

- D. OMA shall perform the 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.
- E. OMA shall provide to the Agency a detailed, written schedule for performance of the Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverables, to supplement the schedule set forth in the Proposal. Any tasks, milestones, deliverables, or stages not completed during the term of this Contract and/or scheduled to be performed after the termination date set forth in Section 9 herein are subject to reauthorization and approval by the Board of Commissioners of the Agency in accordance with the LPCL.
- F. OMA shall provide regular progress reports to the Agency, at least monthly, describing at a minimum the Services performed as of the date of the report, anticipated upcoming tasks, any updates or anticipated changes to the schedule, and any problems encountered in rendering the Services.
- G. All Services shall be performed by individuals in accordance with applicable licensing regulations.

SECTION 3 – COMPENSATION AND PAYMENT

- A. Compensation paid to OMA for the performance of the Services shall not exceed Two Million Sixty Thousand Dollars (\$2,060,000), exclusive of the costs of construction. In accordance with the payment schedule set forth in the Proposal, OMA will be paid a fixed amount for each Stage of the Services (as set forth in detail in the Proposal). Payment to OMA will be made on a *pro rata* monthly basis for each Stage of Services, within forty-five (45) days of receipt of an invoice from OMA for services performed. The Agency and/or the City will not be obligated to make the last monthly payment due for any given Stage unless and until that Stage is deemed complete by the Agency, it being understood that the Agency's approval of completion will not be unreasonably withheld or delayed. Such compensation to OMA in accordance with the Proposal, will be paid in accordance with the Cooperation Agreement. Such compensation shall include all labor, overhead costs and basic support services incurred by OMA. The Agency will not reimburse OMA for costs reasonably deemed by the Agency to be part of OMA's labor costs, overhead costs and/or basic support services. As set forth in the Proposal, the following items are not included within the total Contract amount: (i) Travel Costs and associated expenses; (ii) Renderings, models, animations other than those specifically listed in the deliverables per Stage; (iii) Postage and delivery; (iv) Translation costs (standard language is English); (v) Printing and reproductions; and (vi) Fees related to sample procurement (collectively, the "**Reimbursable Expenses**"). All Reimbursable Expenses shall be within reasonable and customary limits. Reimbursable Expenses will be billed at direct cost as part of the monthly project invoicing. Reimbursable Expenses in excess of \$500 must be approved in advance by the Agency in writing.
- B. OMA shall not engage in work that may exceed the scope of the Services, without first

submitting to the Agency, in writing, a request to amend the scope of the Services, detailing the nature of the work, the cost of performing such work, and the need for the amended scope of Services. OMA shall not proceed with any work that is outside the scope of the Services without obtaining the prior, written consent of the Agency, including approval of the amended scope of Services by the Board of Commissioners of the Agency. Any modifications of the Services which would result in increasing the compensation owed by the Agency to OMA as set forth in Section 3(A), shall require the prior authorization of the Agency's Board of Commissioners in accordance with New Jersey law, and shall in all cases be conditioned upon the availability of funds.

C. OMA shall submit to the Agency any invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefor during the period covered thereby, in proportion to the total Services to be completed hereunder, as described in the Proposal attached to this Contract. OMA understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.

D. All payments to OMA will be made by check (not wire transfer).

SECTION 4 – INSURANCE

A. OMA shall procure, purchase and maintain the following insurance during the term of the Contract. The insurance policies described herein shall be kept in force until submission of final invoices by OMA for all Services required hereunder. OMA agrees to 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 Key Rating Guide for Property and Casualty covering all operations under this Contract.

- i. **Commercial General Liability Coverage.** OMA shall, at its own cost and expense, obtain and keep in full force during the term of the Contract, a policy of general liability insurance ("CGL"), including contractual liability insurance for insured contracts, insuring against liability arising out of OMA's non-professional services for injuries to any person or persons and for loss or damage to the property of any person. The limits of such insurance must be at least Two Million Dollars (\$2,000,000.00) per occurrence and in the general aggregate. Same shall cover bodily injury, including personal injury, sickness or disease, or death; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- ii. **Professional Liability Insurance.** OMA 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.** OMA 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 OMA 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 OMA as its employee and will not be responsible for any workers' compensation claims filed against OMA. OMA shall have no status relative to the Agency other than that of independent contractor.

- iv. **Automobile Liability Coverage.** OMA shall, at its own cost and expense, obtain and keep in full force during the term of the Contract automobile liability coverage for hired and non-owned autos of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily and property damage liability ("**Automobile Liability Coverage**").

B. The following riders shall be made a part of the policies described above:

- i. The CGL and Automobile Liability Coverage policies obtained by the OMA pursuant to this Contract shall name the Agency and the City as additional insureds, with the exception of the workers' compensation/employer's liability and professional liability policies, and, if applicable, shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed. Such coverage shall be primary and non-contributory over any other coverage. Further, any such additional insured coverage endorsements shall be set forth on an ISO Form consented to the by Agency.
- ii. The presence of employees of the Agency on the site where the Services will be performed shall not invalidate the policy of insurance.
- iii. The policies of insurance required herein must be maintained in full force and effect, and as specified herein, by OMA without interruption for the entire duration that OMA provides the Services.

C. Before commencing the Services hereunder, OMA shall furnish the Agency with all certificates of such insurance and any applicable additional insured endorsements thereto reflecting the coverages required pursuant to this Contract, and in the case of OMA's CGL and Automobile Liability Coverage policies, the additional insured status of the Agency and the City.

SECTION 5 – INTELLECTUAL PROPERTY

- A. OMA shall be deemed to be the author of the instruments of service delivered by OMA under this Contract and the Proposal, including but not limited to studies, surveys, models, images, research, analysis or similar works (the “**Instruments of Service**”), and shall retain the common law, statutory and other reserved rights therein, including copyrights. OMA hereby grants the Agency and the City a non-exclusive and non-transferable license to use the Instruments of Service solely for the implementation, construction, maintenance and marketing of the Pathside Building, provided that the payment has been made in accordance with the terms of this Contract and the Proposal. If this Contract is terminated by either Party prior to completion of all Services herein, the Agency and the City shall continue to hold a license to use only such Instruments of Service for which OMA has been compensated in accordance with this Contract and the Proposal.
- B. Except for the licenses granted under this section, no other license or right shall be deemed to be granted or implied under this Contract or the Proposal. The Agency and the City shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of OMA. Any unauthorized use of the Instruments of Service shall be at the Agency and the City’s sole risk and without liability to OMA.
- C. The Agency and the City shall be entitled to use of the deliverables prepared by OMA under this Contract and the Proposal upon the terms set forth in this section. All such deliverables and other materials prepared under this Contract and the Proposal shall be promptly delivered to the Agency and/or the City at the termination or completion of the services. For the avoidance of doubt, the delivery of such deliverables or materials shall not be deemed as a transfer of OMA’s intellectual property rights contained therein.
- D. The Agency and the City shall use good-faith efforts to credit OMA as the designer of the project and Jason Long as the Lead Designer and Partner-in-Charge of the project with the following designation: “Designer: OMA – Lead Designer and Partner-in-Charge: Jason Long”, unless OMA has elected to withdraw its name from the project and notified the Agency and the City of the same, in which case the Agency and the City shall use good-faith efforts to discontinue such crediting, and shall use good-faith efforts to cause its agents to not proceed with or to discontinue such crediting. As OMA’s designated spokesperson, Jason Long will participate as the sole management representative of OMA responsible for media interviews and marketing-related efforts if such participation is requested by the Agency and/or the City.

SECTION 6 – TERMINATION

- A. The Agency shall have the right to terminate this Contract in whole or in part for any reason upon thirty (30) calendar days’ prior written notice to OMA, which termination will be effective upon the date indicated. In the case where the Contract is being terminated due to OMA’s fault, OMA shall have the opportunity to cure the failure during the thirty (30)

calendar days' notice period in the Agency's sole discretion. Upon receipt of a termination notice, OMA shall discontinue all Services. In the event of such termination, OMA shall be paid for all Services performed prior to termination; provided, however, that, where such termination is for cause, OMA shall be paid only for the Services performed up to the date of the alleged breach, in both cases in accordance with the terms of this Contract and the Proposal (as appropriate), together with all approved Reimbursable Expenses incurred prior to the termination date.

- B. If the Agency and/or the City, as applicable, fails to make payments to OMA when due and such failure has not been remedied within fifteen (15) business days thereafter, such failure will be considered substantial nonperformance and cause for termination of this Contract or, at OMA's option, cause for suspension of performance of the Services. In the event of a suspension of Services, OMA will have no liability to the Agency for delay or damage caused to the Agency because of such suspension of Services. Before resuming Services, OMA will be paid all sums due prior to suspension and the schedule referenced in Section 2.E. will be equitably adjusted.
- C. The Agency or the City may suspend OMA's Services for any reason. If the Agency or the City suspends OMA's Services, OMA will be compensated for all Services performed to the reasonable satisfaction of the Agency and the City and all approved Reimbursable Expenses incurred prior to notice of such suspension. When Services are resumed, the schedule referenced in Section 2.E. will be equitably adjusted. If such suspension endures for more than sixty (60) cumulative calendar days for reasons other than the fault of OMA, OMA may terminate this Contract by providing not less than thirty (30) calendar days' written notice to the Agency and the City.
- D. Notwithstanding the above, OMA shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by OMA.

SECTION 7 – DISPUTE RESOLUTION

Disputes arising under this Contract shall first 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 8 – LIABILITY AND INDEMNITY

- A. The total liability to the Agency and the City of OMA and its affiliates, directors, officers, partners, agents, associates, and employees, for any or all claims, losses, expenses, injuries

or damages, partial or total, arising out of or in any way related to the project for any reason or by any act or omission, is limited to a maximum amount equal to Five Million Dollars (\$5,000,000). In no event shall OMA or any of its affiliates, directors, officers, partners, agents, associates, consultants or employees be liable to the Agency or the City for consequential or indirect damages or loss of profits, loss of production, loss of contracts or goodwill. This is applicable, without limitation, to all consequential damages and indirect damages and loss of profits due to any Party's termination of the Contract.

B. OMA shall indemnify and hold harmless the Agency and its employees from and against any and all bodily injury and/or property damage claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees (each a "Loss"), arising out of, directly connected with or resulting from the alleged palpably unreasonable conduct, negligent acts, omissions, or misconduct of the Agency and its employees, agents, servants and subcontractors, as well as the alleged negligent acts, omissions, or misconduct of OMA, and OMA's officers, employees, agents, servants and subcontractors, arising out of the Services to be provided in this Contract. The requirement for OMA to contractually indemnify the Agency and its employees shall only apply to the proportionate extent that such Loss is caused by negligent acts, omissions or misconduct of OMA and OMA's officers, employees, agents, servants and subcontractors.

C. 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 OMA, or to otherwise pursue any kind of claim arising from or relating to any act or omission by OMA.

SECTION 9 – TERM OF CONTRACT

This Contract shall terminate twelve months from the Effective Date and no later than June 30, 2022, unless otherwise terminated by the Agency or by OMA before such termination date in accordance with Section 6 herein.

SECTION 10 – POLITICAL CONTRIBUTION DISCLOSURE

This Contract has been awarded to OMA based on its merits and abilities to provide the professional Services described herein and in accordance with applicable law. OMA 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 11 – 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 12 – CONFIDENTIALITY AND PUBLICITY

- A. In the course of performing the Services, OMA may gain access to nonpublic and confidential information. The Agency requires OMA to maintain the confidentiality of such information both during and after the course of OMA's work with the Agency. OMA shall implement appropriate procedures to ensure the protection of all such information. OMA may disclose such confidential information to (i) its employees, (ii) those who need to know the content of such information in order to perform the Services, or (iii) OMA's subconsultants whose contracts include similar restrictions on the use of confidential information. Furthermore, the confidentiality requirements of this section shall not apply to (a) information in the public domain through no fault of the receiving Party, or (b) information provided by valid order of any governmental authority, (c) after two (2) years after the date of receipt, or (d) where the consent of the Agency has been obtained, such consent not to be unreasonably withheld, delayed or conditioned.
- B. Notwithstanding the foregoing, OMA shall have the right to include photographic or artistic representations of the design of the project among OMA's promotional and professional materials. OMA shall be given reasonable access to the completed project to make such representations. However, OMA's materials shall not include the Agency's confidential information if the Agency has previously advised OMA in writing of the specific information considered by the Agency to be confidential.

SECTION 13 – ENTIRE CONTRACT

This Contract and all exhibits attached hereto constitute the entire agreement between the Agency and OMA 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 14 – 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 15 – COUNTERPARTS

This Contract 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 Contract and all matters related thereto, with such facsimile and/or scanned documents having the same legal effect as original signatures.

SECTION 16 – 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 17 – 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.

SECTION 18 – APPLICABLE LAW


OMA 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]

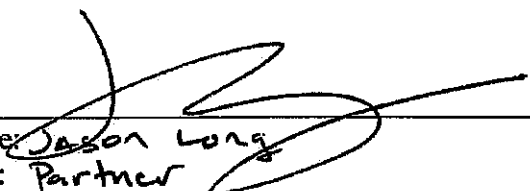
IN WITNESS WHEREOF, the Agency and OMA have entered into this Contract as of the Effective Date.

WITNESS

OMA AMO P.C.



Name: Titouan Chapouly

By: 

Name: Jason Long
Title: Partner

WITNESS

JERSEY CITY REDEVELOPMENT AGENCY

Name:

By: 

Diana Jeffrey
Executive Director

EXHIBIT A

PROPOSAL DATED MAY 11, 2021



Diana H. Jeffrey, Esq., Executive Director
cc: Joseph P. Baumann, Jr., Esq.
Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07305

May 11, 2021

Dear Ms. Jeffrey,

Re: Proposal of Design & Construction Services – Pathside Building Adaptive Reuse

Further to our recent discussion regarding the potential next phases of the Pathside project and your request that OMA provide our proposal of services for further design and implementation phases, I am pleased to provide you with OMA's attached scope and fees for architectural design services for the project.

We are of course very excited by the prospect of working in collaboration with the City of Jersey City and the Jersey City Redevelopment Agency to develop the Pathside building. The Pathside will create an exciting new cultural asset for Jersey City, the State of New Jersey and the entire region.

I trust that our proposal as attached is aligned with your team's expectations and thank you in advance for any immediate comments or questions you might have to facilitate your review.

Thank you again for the opportunity to submit our preliminary proposal.

Kind regards,

OMA AMO P.C.

A handwritten signature in black ink, appearing to be "JL" followed by a stylized flourish.

Jason Long
Director

Proposal of Design & Construction Services

for

25 Pathside Building Adaptive Reuse

to

Jersey City Redevelopment Agency

1. INTRODUCTION

A. Project Location

25 Pathside, Jersey City, NJ 07306

B. Background and Project Description

OMA*AMO Architecture P.C, in collaboration with the City of Jersey City (the "City") and the Jersey City Redevelopment Agency (the "Client"), has considered the future adaptive reuse of the 25 Pathside building located adjacent to Journal Square in Jersey City. The property includes a five-story building (inclusive of basement) containing approximately 57,800 square feet of space, previously most recently used as administrative and classroom space.

The Client acquired the building with the intent to rehabilitate and repurpose the Property into a museum of regional significance. During the strategic planning process, potential programming for the property was expanded to include a potential mix of uses to include galleries, studios, education and event space related to the arts and the surrounding community. The newly renovated building may also include revenue generating spaces such as a café or restaurant and a museum shop.

Subsequent to the strategic planning process, OMA*AMO Architecture P.C developed a partnership solicitation package and approached a number of potential cultural partners.

The Client has now requested a proposal of services from OMA AMO P.C., a New Jersey domestic professional corporation with identification number 0450645924 ("OMA" or "Consultant"), to provide architecture services (design and certain phases of implementation) to realize the project ("the Project") in coordination with the Client, the City, and any cultural partner(s) selected by the Client ("Cultural Partner").

This preliminary proposal (the "Proposal") is submitted for review and assessment of feasibility by the Client of the Consultant's proposed approach, scope of services, time schedule and indicative fee for the Project. Consultant acknowledges that the Client must obtain approval of this Proposal, by the Board of Commissioners of the Client and/or the City, as applicable, in accordance with New Jersey law. In order to bind the Client and the Consultant, the terms of this Proposal shall be reduced to a more definitive agreement to be executed between the Client and the Consultant ("the Agreement"). In the event of any conflict between the terms of this Proposal and the Agreement, the terms of the Agreement shall control. Below is an outline of the Consultant's proposed approach, scope of services, time schedule and fee requirements for the Project. Upon the Client's request after review of this Proposal, the Consultant may prepare and issue a formal proposal containing final information.

This Proposal has been distributed for the Client's and the City's information only and shall not be used for any purpose other than considering the appointment of the Consultant for the Project.

C. Construction Cost

The Construction Budget for the Project remains to be established and will be included in the contract between the Client and the Consultant as appropriate to the contract terms – a preliminary estimate of \$500/Sf is expected for the 57,800 Sf building.

D. Authorized Representatives

The Client's Authorized Representative is Diana Jeffrey, Executive Director, Jersey City Redevelopment Agency, and the Consultant's representative will be Jason Long, OMA Partner based in New York.

2. PROJECT SCHEDULE

In consideration of the expected Project requirements, we propose the following schedule:

Pre-design

Stage 1: Programming and Concept 2 Months

Design and Execution

Stage 2: Schematic Design (SD) 2 Months

Stage 3: Design Development (DD) 3 Months

Stage 4: Construction Documentation 5 Months

Upon completion of the first 4 Stages, the Consultant will provide a proposal for 2 additional stages:

Stage 5: Tender (Bidding & Negotiation) 3 Months

Stage 6: Construction Administration (CA) 12 Months

3. SCOPE OF WORK

Pre-Design Stage

Stage 1: Programming and Concept Design – 2 Months

On the basis of the previously conducted Strategic Plan and in coordination with the Cultural Partner, the Client, and the City, the Consultant will conduct a programming and concept development exercise to propose approaches to the adaptive reuse of the Pathside Building. The goal of this phase is to develop a clear framework for the future phases of the Project and to determine the parameters, both programmatic and technical, that will shape the design of the building.

Through workshops, data collection, surveys, stakeholder and staff interviews, review of existing standards and applicable codes, and other research in coordination with the Client, the City, and the Cultural Partner, the Consultant will further develop, confirm and define the programmatic principles that will guide the design of the Project. The quantity and location of each program type will be

studied together the technical requirements (environmental, acoustic, etc.) for each program area.

The Consultant will assist the Client and the City in evaluating how to best integrate gallery, performance and other key uses into the existing facility using physical models, digital visualizations, renderings, and concept plans and elevations. The Consultant will present a number of potential scenarios for the programmatic arrangement of the building. The Consultant will additionally assist the Client, the City, and the Cultural Partner to illustrate and investigate the impact of these scenarios on curatorial strategies for the new museum. In addition, the Consultant will work together with appropriate specialists to determine the feasibility for potential additions to the existing structure.

Additionally, the Client team in collaboration with the Consultant will assess the *sustainability* opportunities for the Project, confirm the selection of a sustainability rating system and certification level if desired and address infrastructure and other back-of-house requirements to support the programmatic goals.

The Consultant will meet with the Client, the City, the Cultural Partner, and stakeholders as required to review the options developed and determine one preferred option which best meets the Project criteria. An evaluation of the benefit and feasibility of planning for phasing and/or future growth will also be provided along with a cost benefit analysis to facilitate the Client, the City and the Cultural Partner's decision making all in accordance with the Cooperation Agreement-Journal Square Cultural and Arts Initiative dated May 5th 2021 ("Cooperation Agreement"). The Consultant will provide input into cost estimates (prepared by others) as necessary to effectively communicate design options.

Following review and approval of the final program and concept design approach, The Consultant will proceed to the Schematic Design (SD) phase.

OMA's scope does not include site surveys; or the design or documentation of additions to the existing structure beyond initial feasibility investigations.

The Deliverables in Stage 1: Programming and Concept Design will include:

- *Programming and Concept Report (PowerPoint and Printed Document)*
- *Coordination of Concept Option(s) with Structural Engineers, MEP Engineers, Cost Estimator and Other Consultants as required to develop the Project;*
- *Models and renderings (developed in-house) to demonstrate the design approach.*

Design and Execution Stages

Stage 2: Schematic Design (SD) – 2 Months

The Consultant will proceed to developing the Schematic Design (SD) documentation for the Project on the basis of the approved Programming, Concept Design, Schedule and Budget as confirmed in Stage 1.

The Schematic Design (SD) documents will formalize the concept design for the Project focusing on the redevelopment of the interior architecture of the existing building and illustrating the scale and relationships of the Project components.

The Consultant will carry out coordination with the following consultants who may be retained by the Client, in the Client's sole discretion and in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*

1. Structural consultant;
2. MEP consultant;
3. Façade consultant;
4. Acoustic Design;
5. Vertical transportation;
6. Life/safety and code;
7. Specialist Lighting;
8. Signage & Wayfinding/Graphic Identity consultant;
9. Cost Estimator (Client's consultant)

During this Stage the Consultant will meet with the Project Client team, the City, the Cultural Partner and other stakeholders as required to review all the updated Project information available to reconfirm the Project program. The full Consultant team will meet to coordinate the development of the design and ensure the compatibility between the architecture and engineering systems. Additionally the Consultant, in collaboration with the Client team's consultants, basic services and specialist consultants (notably mechanical engineers, vertical transportation and loading dock consultant) will undertake assessment of the existing building systems (mechanical systems and elevators) to assess their condition and fit for purpose to the new program and its requirements, proposing upgrades and replacement as necessary.

The SD documentation will be further developed including site plans with diagrammatic indications showing horizontal relationships, sections through the site showing vertical relationships; principle floor plans and illustrative sketches; and in-house models and rendering updates of the concept design scheme. Research will be carried out on materials; equipment; fixtures and building systems to begin to outline the Project Specifications.

The Consultant will continue to liaise with the local planning and other authorities and attend city agency reviews to ensure compliance with all requirements to ensure the future approval and permitting for the Project. Additionally, the Consultant will provide input into the cost report (by Others) and undertake reviews with the Client team and the City – following up with value engineering workshops to identify options as may be required to ensure the Project meets the budget. LEED accreditation targets and associated design interventions will also be reviewed in this Stage.

It is assumed that a CM will be appointed at the midpoint of the SD Stage and the Consultant will support the Client team in procuring and appointing these services as required.

The draft final SD documentation and the updated Project cost information will be presented and reviewed by the Client team and the City and any comments will be addressed by the Consultant Project team prior to the final submission. Following

the Client team's approval of the submission, the Consultant will proceed to the Design Development (DD) Stage.

OMA's scope does not include site surveys; or the design or documentation of additions to the existing structure beyond initial feasibility investigations.

The deliverables for the SD Stage will include:

- *Project Brief and space allocation/spatial relationship diagram updates;*
- *Site plan illustrating the building in relationship to its surrounds;*
- *Floor plans showing the basic space accommodation layout within the building;*
- *Gross floor area tabulations;*
- *Building sections and exterior elevations to define the overall massing of the Project components and the architectural character including any additions to the existing structure as appropriate;*
- *Preliminary façade principle details;*
- *Outline of the indicative exterior materials and interior space finishes;*
- *Outline specifications which describe the mechanical, plumbing, heating, ventilating, air conditioning, electrical and lighting systems, sprinkler and fire protection systems; exterior wall materials (if applicable), etc.*
- *Preparation of a list of significant Governmental Approvals required for the Project, other than permits and approvals customarily secured by the Construction Manager or Contractors performing the relevant portion of the Work;*
- *Updated schedule to be reviewed and approved by the Client team and the City;*
- *Schematic Design Cost Estimate – prepared by Others with input by the Consultant.*

Stage 3: Design Development (DD) – 3 Months

On the basis of the Client team and the City's approval of SD and any associated stakeholders as required, the Consultant will proceed to developing the design documentation (Design Development or DD).

During this Stage, the Consultant's Project team will review the SD documentation and verify compliance with the Project program including the sizing and occupancy of each area and all necessary codes. The DD documents will illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of all elements by means of plans, sections and elevations, typical construction details, and equipment layouts. The DD documentation will also include Specifications that identify major materials and establish their quality levels.

The Consultant's Project team will meet weekly to ensure thorough coordination of the design and the specified building systems and the requirements of the approval process will be reviewed. The Consultant team will also meet with the Project cost consultant to coordinate the update of the statement of probable construction cost.

OMA's scope does not include site surveys; or the design or documentation of additions to the existing structure beyond initial feasibility investigations.

Deliverables in the Design Development (DD) Stage will include:

- *Design Development (DD) Report;*
- *Developed site plan;*
- *Floor plans for each level of the building;*
- *Full building sections and exterior elevations;*
- *Enlarged partial building/wall sections;*
- *Large-scale interior and exterior details;*
- *Door schedules and general details;*
- *Façade and curtain wall details;*
- *Gross floor area tabulations;*
- *Specifications (incl. performance specifications);*
- *Updated presentation material to give a clear understanding of the design of the Project.*

Stage 4: Construction Documentation (CD) – 5 Months

On the basis of the Design Development (DD) documents and any adjustments as required by the Client Team and the City (including CM) during Stage 3, the Consultant will proceed to preparing the Construction Documentation (CD or CDs).

In this Stage the CD documentation will be developed to prepare for the Bidding & Execution Stages. The documents will be reviewed by regulatory agencies. Thorough coordination will take place with all consultants in the Consultant's Project team and they will proceed to assemble the final drawings and specifications. A final review and verification of the program will take place and the final calculations of net and gross areas and volumes will be prepared. A mock-up of all the Project drawings and their sequence will be distributed with all concerned parties. A checklist and timetable for the Client team's applications for approvals and permits from governing bodies will be established. The Client team and the City will issue instructions as regards to insurance, bonds, construction agreements and bidding procedures and the list of potential bidders will be reviewed as required. The final Cost Estimate will be prepared.

The Consultant's Project team will submit the CDs to the Client team, which will include drawings, the Project manual, construction cost estimate and area calculations and assist in filing these documents for final approvals and permits.

Deliverables in the Construction Documentation (CD) Stage will include:

- *Developed site plan;*
- *Floor plans for each level of the building;*
- *Building plans for each level of the buildings;*
- *Building sections and exterior elevations;*
- *Enlarged partial buildings/wall sections;*
- *Window and wall sections;*
- *Large-scale interior and exterior details;*
- *Door schedules and general details;*
- *Public space finishes schedule and details;*
- *Façade and curtain wall details;*
- *Gross floor area tabulations;*
- *Specifications (incl. performance specifications);*

- *Input into final Cost Estimate (by Others).*

The CD drawings and Specifications shall be prepared with construction details completely shown and with dimensions completely stated sufficient to enable the Contractor and Subcontractors to make accurate estimates of the quantities, quality, and character of the labor and materials required.

OMA's scope does not include site surveys; or the design or documentation of additions to the existing structure beyond initial feasibility investigations.

The Consultant shall advise the Client team of the responsibility for filing documents required for Governmental Approvals and (as indicated above) shall prepare all necessary compliance documents as part of Basic Services.

4. DESIGN TEAM

The Consultant is expected to execute this Project from OMA's New York office, performing the role of Lead Architect for the Project and will work in collaboration with the proposed basic service and specialist consultant team (TBC) to be appointed separately by the Client.

Specialist consultants may include:

Consultant

1. Structural consultant
2. MEP consultant
3. Specialist Lighting
4. Façade Consultant
5. Vertical transportation consultant
6. Life/safety and code
7. Acoustic Design
8. AVIT Consultant
9. Signage & Wayfinding Consultant
10. Cost Estimator
11. Others

5. COMPENSATION

A. Professional Services Fee for full services

Based on similar projects and on the basis of our agreement, the Consultant's fees to provide design architecture consultancy services in Stages 1-4 are as follows:

Pre-Design Stage	FEES USD
Stage 1: Programming & Concept Design (2 months)	220,000
TOTAL Programming & Concept Design	220,000
Design & Execution Stages	
Stage 2: Schematic Design (SD) (2 months)	360,000

Stage 3: Design Development (DD) (3 months)	550,000
Stage 4: Construction Documentation (CD) (5 months)	930,000
TOTAL SD-CD	1,840,000

B. Payment Schedule:

Payment to the Consultant by the Client will be made on a *pro rata* monthly basis for each Project Stage, on or about the first day of the month for the preceding month. The Client will not be obligated to make the last monthly payment due for any given Stage unless and until that Stage is deemed complete by the Client, it being understood that Client's approval of completion will not be unreasonably withheld or delayed.

C. Exclusions

In all instances the following items are not included within our stated fees:

- Travel Costs and associated expenses;
- Renderings, models, animations other than those specifically listed in the deliverables per Stage;
- Postage and delivery;
- Translation costs (standard language is English);
- Printing and reproductions;
- Fees related to sample procurement.

(collectively, the "Reimbursable Expenses"). All Reimbursable Expenses shall be within reasonable and customary limits. Reimbursable Expenses will be billed at direct cost as part of the monthly Project invoicing. Expenses in excess of \$500 must be approved in advance by the Client.

OTHER PROVISIONS

This Proposal is based upon and subject to the Terms and Conditions attached to this Proposal as Annex A.

We trust to have provided a proposal of services that meets with your expectations. Please do not hesitate to contact us if you wish to discuss or have any immediate questions.

Annex A: Terms and Conditions of Contract

FEES AND EXPENSES

All fees, hourly rates, and expenses due under this Proposal are inclusive of all applicable taxes. Hourly rates for the Consultant and its (sub-)consultants will be adjusted annually in accordance with the Consultant's and its (sub-)consultants' normal business practices, but an adjustment in the hourly rate(s) will not impact the agreed upon fee for each Project Stage.

All payments will be made by the Client, by wire transfer, within forty-five (45) calendar days of receipt of the relevant invoice from the Consultant.

Reimbursable expenses are set forth in the Proposal and are in addition to the fee.

SCOPE AND RESPONSIBILITIES

For every project, one partner-in-charge is appointed to lead the design and review process, which is determined by matching project-specific needs with individual expertise and experience. The partner-in-charge (with the Consultant's associate or other project manager, where so designated) will be the principal person responsible for all management and representation requirements for this particular Project.

The Consultant will perform its services under this Proposal and the Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.

The following services are not included within the fee set forth in this Proposal:

- Services necessitated by the Client or City's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED or similar certification; or
- Preparation of cost estimates or redesign required as a result of value engineering performed after the Design Development phase;

VARIATIONS

If the Client and/or the Consultant desire to change the scope of services, change the deliverables required, or revised previously approved deliverables, any such change will be as mutually agreed by the Client and Consultant and may be subject to separate consideration by approval of the Client's Board of Commissioners in accordance with New Jersey law.

INTELLECTUAL PROPERTY

Consultant shall be deemed to be the author of the instruments of service delivered by Consultant under this Proposal and the Agreement, including but not limited to studies, surveys, models, images, research, analysis or similar works (the "Instruments of Service"), and shall retain the common law, statutory and other reserved rights therein, including copyrights. Consultant hereby grants the Client and the City a non-exclusive and non-transferable license to use the Instruments of Service solely for the implementation, construction, maintenance and marketing of the Project, provided that the Client has made payment in accordance with the terms of this Proposal and the Agreement. If the Proposal or the Agreement is terminated by either party prior to completion of all services herein, the Client and the City shall continue to hold a license to use only such

Instrument of Service for which the Consultant has been compensated in accordance with the Proposal or the Agreement.

Except for the licenses granted under this this section, no other license or right shall be deemed to be granted or implied under this Proposal or the Agreement. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Consultant. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to the Consultant.

The Client and the City shall be entitled to use of the deliverables prepared by the Consultant under this Proposal and the Agreement upon the terms set forth in this section. All such deliverables and other materials prepared under this Proposal and the Agreement shall be promptly delivered to the Client and/or the City at the termination or completion of the services. For the avoidance of doubt, the delivery of such deliverables or materials shall not be deemed as a transfer of the Consultant's intellectual property rights contained therein.

The Client shall use good-faith efforts to credit the Consultant as the designer of the Project and Jason Long as the Lead Designer and Partner-in-Charge of the Project with the following designation: "Designer: OMA – Lead Designer and Partner-in-Charge: Jason Long", unless the Consultant has elected to withdraw its name from the Project and notified the Client of the same, in which case the Client shall use good faith efforts to discontinue such crediting, and shall use good faith efforts to cause its agents to not proceed with or to discontinue such crediting. As the Consultant's designated spokesperson, Jason Long will participate as the sole management representative of the Consultant responsible for media interviews and marketing-related efforts if such participation is requested by the City or the Client.

TERMINATION OR SUSPENSION

The Client shall have the right to terminate this Proposal and the Agreement in whole or in part upon thirty (30) calendar days' written notice to the Consultant for any reason, which termination will be effective upon the date indicated. In case the Proposal or the Agreement is terminated due to Consultant's fault, the Consultant shall have the opportunity to cure the failure during the notice period in the Client's sole discretion. Upon receipt of a termination notice, Consultant shall discontinue all services. In the event of such termination, the Consultant shall be paid for all pre-termination services satisfactorily performed prior to termination in accordance with the terms of this Proposal and/or the Agreement (as appropriate), together with all approved Reimbursable Expenses incurred prior to the termination date.

If the Client fails to make payments to Consultant when due and such failure has not been remedied within fifteen (15) business days thereafter, such failure will be considered substantial nonperformance and cause for termination of this Proposal or the Agreement between the Consultant and the Client (as appropriate) or, at Consultant's option, cause for suspension of performance of services. In the event of a suspension of services, Consultant will have no liability to the Client for delay or damage caused to the Client because of such suspension of services. Before resuming services, Consultant will be paid all sums due prior to suspension and the Project schedule will be equitably adjusted.

The Client may suspend Consultant's services for any reason. If the Client suspends Consultant's services, Consultant will be compensated for all services performed to the reasonable satisfaction of the Client and all approved Reimbursable Expenses incurred prior to notice of such suspension. When services are resumed, the Project schedule will be equitably adjusted. If such suspension endures for more than sixty (60) cumulative calendar days for reasons other than the fault of Consultant, Consultant may terminate this Proposal by providing not less than thirty (30) calendar days' written notice to the Client.

LIABILITY

The total liability to the Client of the Consultant and its affiliates, directors, officers, partners, agents, associates, and employees, for any or all claims, losses, expenses, injuries or damages, partial or total, arising out of or in any way related to the Project for any reason or by any act or omission, is limited to a maximum amount to be mutually agreed by the Agency and the Consultant in advance of the Consultant's commencement of services. In no event shall the Consultant or any of its affiliates, directors, officers, partners, agents, associates, consultants or employees be liable to the Client for consequential or indirect damages or loss of profits, loss of production, loss of contracts or goodwill. This is applicable, without limitation, to all consequential damages and indirect damages and loss of profits due to either party's termination of this Proposal or the Agreement.

Subject to the limitations set forth under this section, the Consultant shall indemnify and hold harmless the Client, the City and their employees and agents from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, arising out of, directly connected with or resulting from the acts, omissions, negligence or misconduct of the Consultant's employees, agents, and subcontractors in relation to the services to be provided in this Proposal and/or the Agreement. The duty to so indemnify shall continue in full force and effect notwithstanding the expiration or early termination of this Proposal or the Agreement with respect to any claims based on facts or conditions which occurred prior to termination, however no claims and causes of action, whether in contract, tort, or otherwise, shall be commenced against Consultant arising out of or related to this Proposal or the Agreement after the expiry of two (2) years after the date of substantial completion of the Project.

FORCE MAJEURE

"Force Majeure Event" shall mean any of the following causes not within the reasonable control of the Consultant: (1) expropriation, confiscation, condemnation, embargo, or requisitioning of facilities or other acts or orders of any public authority; (2) declared or undeclared war, or acts of the public enemy, terrorism or sabotage; (3) public disorders or civil disturbances; (4) acts of God; (5) labor strikes, work stoppages or other similar labor disturbances, except to the extent caused by acts of the Consultant in breach of its obligations under applicable labor agreements; (6) shortages of materials or equipment; or interruptions in or malfunctions of utilities, including fuel, steam, water or electricity; or industry-wide unavailability of labor; (7) epidemics or pandemics and any acts or orders of public authorities related thereto; and (8) non-performance or force majeure on the part of the Consultant's consultants or suppliers as a result of which the Consultant is not (or no longer) able to meet its obligations to the Client.

Notwithstanding any other provision of these Terms and Conditions, the Consultant will not be responsible for any failure to perform its obligations in accordance with this Proposal, if it is prevented, delayed or hindered, directly or indirectly, in its performance of such obligations due to a Force Majeure Event; provided, however, that the Consultant (i) will give written notice to the Client of any actual or anticipated effects of such Force Majeure Event; (ii) take commercially reasonable steps to mitigate the effects of such event; and (iii) promptly resume performance when the Force Majeure Event ceases to exist, or as soon as practicable under the circumstances. Subject to the above-mentioned, should there be any delay in the performance of the Consultant's services, the Consultant's time schedules shall be equitably adjusted to the extent that it will not cause the Client or the City to be in conflict with any of the Client or City's obligations with respect to the Project. Should the relevant Force Majeure Event prevent the substantial performance of the Consultant's obligations under this Proposal for a period of three (3) months, the Client shall be entitled to terminate this Proposal or the Agreement with immediate effect and without recourse to the courts.

CLIENT RESPONSIBILITIES

The Client will promptly provide any necessary information, decisions and instructions to the Consultant. Client approvals will not be unreasonably withheld or delayed.

MISCELLANEOUS

In order to bind the Client and the Consultant, the terms of this Proposal shall be reduced to a more definitive Agreement. In the event of any conflict between the terms of this Proposal and the Agreement, the terms of the Agreement shall control. The Proposal will be governed by and construed in accordance with the laws of New Jersey.

VALIDITY

Proposals are valid for a period of sixty (60) calendar days unless agreed to by the Client and the Consultant.

EXHIBIT B

RESOLUTION NO. 21-05-11

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING A MUSEUM DEVELOPMENT CONSULTING SERVICES AGREEMENT AND AUTHORIZING A CONTRACT WITH OMA AMO, P.C. FOR ARCHITECTURE AND RELATED 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"), located within the Redevelopment Area and governed by the Journal Square 2060 Redevelopment Plan; and

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

WHEREAS, the Agency entered into that certain Museum Development Consulting Services Agreement dated December 18, 2018, Contract 18-07-PAO11 (the "2018 Contract") by and between the Agency and OMA*AMO Architecture, P.C. ("OMA NY") and AEA Consulting, LLC ("AEA", together with OMA NY, the "Museum Consultant"), authorized by Resolution No. 18-07-13, and in accordance with the competitive contracting process set forth in the LPCL, the Agency engaged the Museum Consultant to perform certain Museum Consulting Services set forth in the 2018 Contract with respect to the Pathside Building for a total amount not to exceed \$400,000 (the "2018 Contract Services"); and

WHEREAS, in accordance with Resolution No. 21-04-12, the Agency subsequently amended the 2018 Contract to recognize that OMA NY alone was providing the 2018 Contract Services thereunder, to adjust the 2018 Contract terms accordingly, and extend the contract term to June 30, 2021; and

WHEREAS, it is necessary to increase the amount of the 2018 Contract to allow OMA NY to complete the Services set forth in the 2018 Contract and OMA NY will do so for an

amount not to exceed an additional Thirty Thousand Dollars (\$30,000) with OMA NY to be paid in accordance with the rates and for the categories of work set forth in the 2018 Contract; and

WHEREAS, the Agency certifies it has funds available for the additional costs to perform the remaining Services in the 2018 Contract; and

WHEREAS, on May 5, 2021, the Agency and the City entered into that certain Cooperation Agreement with respect to the Journal Square Cultural and Arts Initiative to provide designated municipal funding, including with respect to the Pathside Building for improvements, operations and ongoing expenses (the "Cooperation Agreement"); and

WHEREAS, the Agency requires full architecture design services (design and implementation) for the Pathside Building ("Architecture Services") in order to design and renovate the existing 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; and

WHEREAS, OMA AMO Architecture, P.C. ("OMA NJ") submitted a detailed, multi-stage proposal to the Agency for the Architecture Services dated May 11, 2021 (the "Proposal"); and

WHEREAS, OMA NJ possesses the skills and expertise necessary to perform and complete the Architecture Services set forth in the Proposal; and

WHEREAS, the Agency desires to enter into a professional services contract with OMA NJ (the "2021 Contract") to perform the Architecture Services as outlined in the Proposal, for a total amount not to exceed Two Million Sixty Thousand Dollars (\$2,060,000), to be paid in accordance with the terms and conditions set forth in the Proposal; and

WHEREAS, the 2021 Contract will be funded by monies received from the City in accordance with the Cooperation Agreement; and

WHEREAS, in accordance with the LCPL, *N.J.S.A. 40A:11-5(1)(a)(i)*, the Architecture Services are professional services exempt from public bidding; and

WHEREAS, notice of the award of the 2021 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 that:

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

Section 2. The Board of Commissioners hereby amends 2018 Contract to allow for an additional amount not-to-exceed Thirty Thousand Dollars (\$30,000), in accordance with the rates and for the categories of work set forth in the 2018 Contract.

Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are each hereby authorized to execute and deliver an amendment to the 2018 Contract, together with such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel, and with all other terms and conditions of the 2018 Contract remaining unchanged and in full force and effect, and to undertake all other actions necessary to effectuate the 2018 Contract and this Resolution, all in accordance with the LPCL, and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 4. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the 2021 Contract with OMA NJ to perform and complete the Architecture Services for a term to expire upon completion of the Architecture Services and all related tasks, or twelve (12) months after the effective date of the 2021 Contract, whichever is earlier, payable as set forth in the Proposal for a total amount not to exceed Two Million Sixty Thousand Dollars (\$2,060,000), subject to the terms and conditions set forth in the 2021 Contract, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel, undertake all other actions necessary to effectuate the 2021 Contract and this Resolution, all in accordance with the LPCL, and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. The Agency shall publish notice of the award of the 2021 Contract in a newspaper of general circulation in accordance with *N.J.S.A. 40A:11-5(1)(a)(i)*.

Section 6. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting on May 18, 2021.


Diana H. Jeffrey, Secretary

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

EXHIBIT C

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

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;

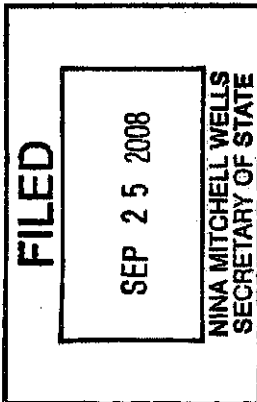
NOW, THEREFORE, BE IT RESOLVED, it shall be the policy of the City of Jersey City to create such a regulation which states that a Business Entity which makes political contributions to municipal candidates and municipal and county political parties in excess of certain thresholds shall be limited in 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 unspecifiable 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 indefeasibly 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 (c) 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 ½ Third Street, Jersey City, NJ 07302
 Aaron Morrill, 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 the 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				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, PRES.			

✓ Indicates Vote

JAMES F. WADDLETON
BRET SCHUNDLER
STEVE DAVISON
TOM WILEN

AARON MORRILL
RAYLIE VUNKEL
TOM GIBBONS
SHELLEY SKINNER

JAMES CARROLL
SEBASTIAN BERNHEIM
HEATHER TAYLOR
DANIEL LEVIN

N.V.-Not Voting (Abstain)

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	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

DAN FALCON
ANTHONY MORELLI
ANDREW HUBSCH
MAHALEY BOWLES

YVONNE BALZER

N.V.-Not Voting (Abstain)

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				FULOP				FLOOD			
LIPSKI				RICHARDSON				VEGA, 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	✓			FULOP	✓			FLOOD	✓		
LIPSKI	✓			RICHARDSON	✓			VEGA, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Initiated by Petition Certified August 20, 2008

SEP 03 2008

Adopted on second and final reading after hearing on

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

Robert Byrne
Robert Byrne, City Clerk

*Amendment(s):

APPROVED:

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

Date: SEP 03 2008

APPROVED:

Jeremiah T. Healy
Jeremiah T. Healy, Mayor

Date: SEP 05 2008

Date to Mayor: SEP 04 2008

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 for 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.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH KRE/SILVERSTEIN 808 PAVONIA LLC FOR PROPERTY IDENTIFIED ON THE OFFICIAL TAX MAPS OF THE CITY OF JERSEY CITY AS BLOCK 10601, LOTS 38 AND 39 AND BLOCK 9404, LOTS 34, 35, AND 41, COMMONLY KNOWN AS 813 PAVONIA AVENUE, 270 MAGNOLIA AVENUE, 808 PAVONIA AVENUE, 132-140 VAN REIPEN AVENUE, AND 12 BRYAN PLACE, 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**”) 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, KRE/Silverstein 808 Pavonia LLC (the “**Redeveloper**”) is the contract purchaser of certain parcels within the Redevelopment Area, identified on the official tax maps of the City of Jersey City Block 10601, Lots 38 and 39 and Block 9404, Lots 34, 35, and 41, commonly known as 813 Pavonia Avenue, 270 Magnolia Avenue, 808 Pavonia Avenue, 132-140 Van Reipen Avenue, and 12 Bryan Place (collectively, the “**Property**”); and

WHEREAS, the Redeveloper proposes to develop, finance and construct on the Property a project consisting of two (2) high rise towers containing 1,130-1,248 market rate residential rental apartments, 5,884-6,508 square feet of gallery and café space, an underground parking garage with 350-387 parking spaces, publicly accessible privately owned and operated improved open space including a dog park to be constructed on Site 7 as identified in the Redevelopment Plan, publicly accessible plazas and walkways between the North Tower and the South Tower, and certain extensions to Pavonia Avenue to the north to connect to Van Reipen Avenue (the “**Project**”) and to dedicate no less than 6,400 square feet of land on the southerly portion of Lot 39 of the Property immediately adjacent to Block 10601, Lot 41 to the City in order to enable the City to construct, operate, maintain, repair and replace a loading dock structure to service the Loew’s Theater; and

WHEREAS, the Agency now wishes to designate the Redeveloper as “redeveloper” of the Property, as such term is defined in the Redevelopment Law, and enter into a redevelopment agreement (the “**Redevelopment Agreement**”) with Redeveloper to set forth in greater detail their respective undertakings, rights and obligations in connection with construction of the Project on the Property,

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

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

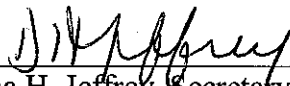
Section 2. The Board of Commissioners hereby designates KRE/Silverstein 808 Pavonia LLC as redeveloper of the Property.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and/or 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. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to undertake all actions necessary to effectuate this Resolution.

Section 5. This Resolution shall take effect immediately.

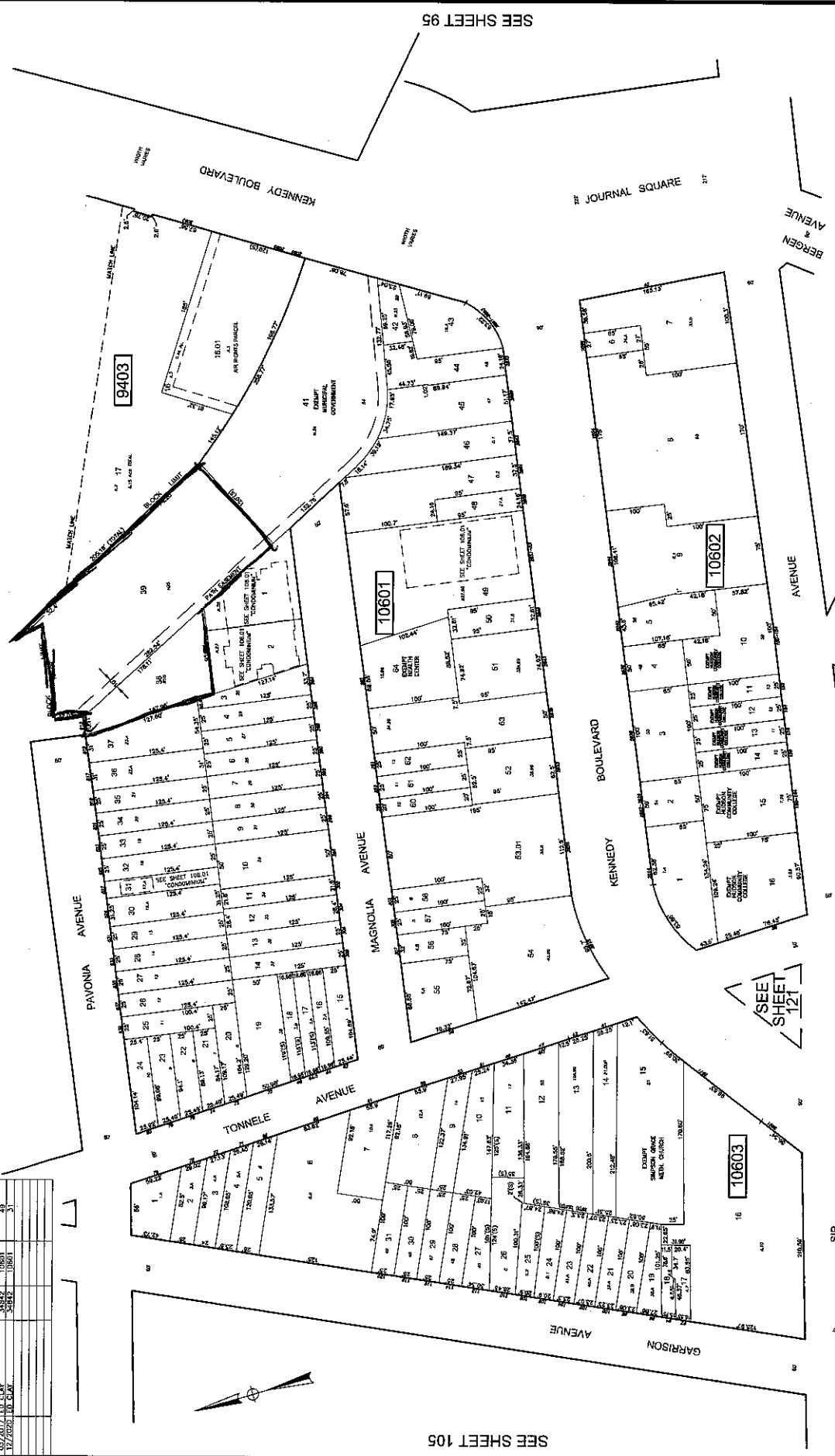
Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of August 16, 2022.


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	NO.
07/20/03	CHARLES A. ARNOLD	1000	1
07/20/03	CHARLES A. ARNOLD	1000	2
07/20/03	CHARLES A. ARNOLD	1000	3
07/20/03	CHARLES A. ARNOLD	1000	4
07/20/03	CHARLES A. ARNOLD	1000	5
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07/20/03	CHARLES A. ARNOLD	1000	100

SEE SHEET 94



TAX MAP

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

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

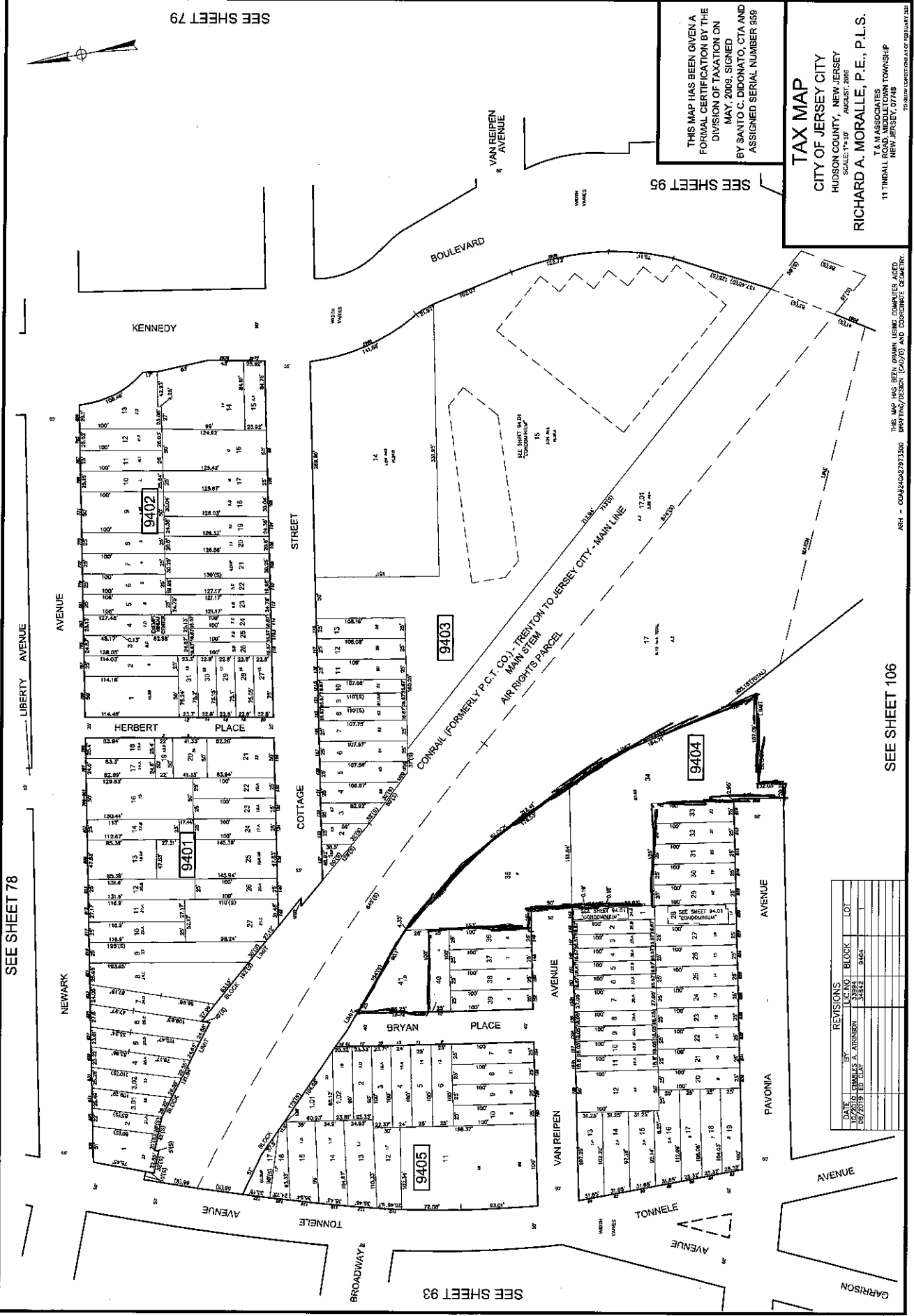
T & M ASSOCIATES
11 TINDALL ROAD, LITTLETON TOWNSHIP
NEW JERSEY 07643
201-942-1000 FAX 201-942-1001

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY, 2009, SIGNED
BY SANTO C. DICONATO, CTA AND
ASSIGNED SERIAL NUMBER 559

SEE SHEET 121

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

ARJ - C0424024973300



DATE	BY	REVISIONS	LOC.	BLOCK	LOT
07/20/08	THOMAS A. ANKNER	3084	3084	3084	1
08/20/08	THOMAS A. ANKNER	3085	3085	3085	1
08/20/08	THOMAS A. ANKNER	3086	3086	3086	1
08/20/08	THOMAS A. ANKNER	3087	3087	3087	1
08/20/08	THOMAS A. ANKNER	3088	3088	3088	1
08/20/08	THOMAS A. ANKNER	3089	3089	3089	1
08/20/08	THOMAS A. ANKNER	3090	3090	3090	1
08/20/08	THOMAS A. ANKNER	3091	3091	3091	1
08/20/08	THOMAS A. ANKNER	3092	3092	3092	1
08/20/08	THOMAS A. ANKNER	3093	3093	3093	1
08/20/08	THOMAS A. ANKNER	3094	3094	3094	1
08/20/08	THOMAS A. ANKNER	3095	3095	3095	1
08/20/08	THOMAS A. ANKNER	3096	3096	3096	1
08/20/08	THOMAS A. ANKNER	3097	3097	3097	1
08/20/08	THOMAS A. ANKNER	3098	3098	3098	1
08/20/08	THOMAS A. ANKNER	3099	3099	3099	1
08/20/08	THOMAS A. ANKNER	3100	3100	3100	1

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.

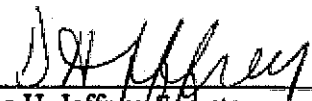
Section 4. If, by December 31, 2022, or such later date as established by the Executive Director in accordance with Section 3 hereof: (i) the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement; and (ii) the Redeveloper and 808 LLC have not closed title on the Property, 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.

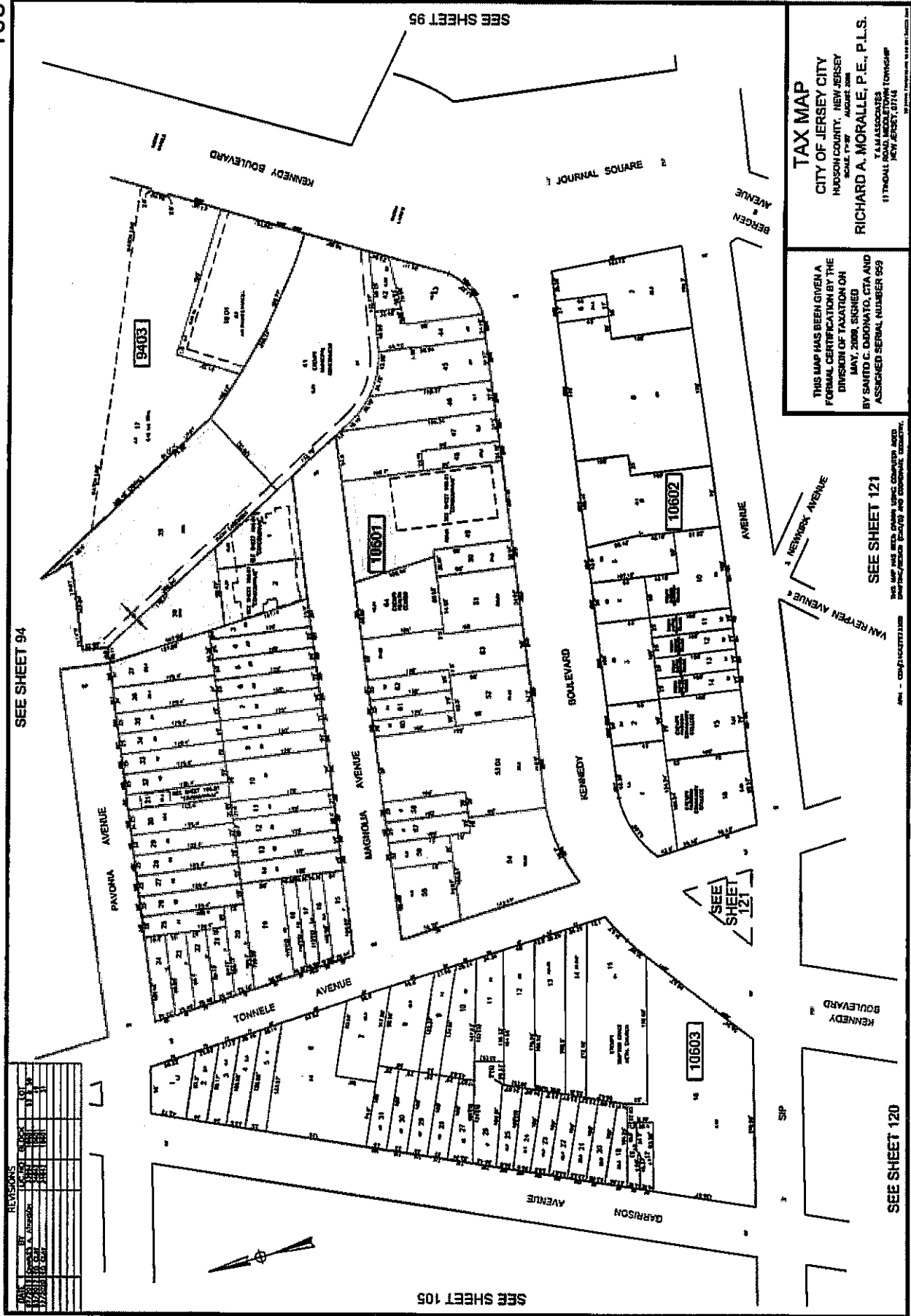
Section 6. The Chairperson, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

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	✓			



RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AMENDING CONTRACT NO. 21-12-CJ13 WITH ARUP US, INC., FOR STRUCTURAL ENGINEERING 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 services for certain structural engineering services for the Property (“**Structural Engineering 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 October 29, 2021, the Agency issued a Request for Proposals for the Structural Engineering Services to certain professionals with museum expertise ("**RFP**") which RFP fully describes the scope of the Structural Engineering Services required by the Agency; and

WHEREAS, in response to the RFP, Arup US, Inc. ("**Arup**") submitted a detailed proposal to the Agency for the Structural Engineering Services dated November 23, 2021 (the "**Proposal**"); and

WHEREAS, by Resolution No. 21-12-18, the Agency was authorized to enter into Contract No. 21-12-CJ13 with Arup (the "**2021 Contract**") to perform the Structural Engineering Services as outlined in the Proposal, for a total amount of fees and reimbursable expenses not to exceed Three Hundred Three Thousand Two Hundred Fifty Dollars (\$303,250.00), to be paid in accordance with the rates set forth in the Proposal; and

WHEREAS, the Agency has determined it has a need for monitoring services to monitor the impact of construction projects in the area surrounding the Pathside Building in order to determine the impact on the Pathside Building ("**Additional Services**") and such Additional Services are not included in the scope of services in the Proposal; and

WHEREAS, Arup possesses the skills and expertise necessary to perform and complete the Additional Services; 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, the Agency desires to amend the 2021 Contract (the "**First Amendment**") to authorize Arup to perform the Additional Services, for a total amount of additional fees and reimbursable expenses not to exceed Fifty Thousand Dollars (\$50,000.00), so that the new total amount of the 2021 Contract shall not exceed Three Hundred Fifty Three Thousand Two Hundred Fifty Dollars (\$353,250.00); and

WHEREAS, the Agency hereby certifies that funds are available for the Additional Services; and

WHEREAS, notice of the award of the First 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.

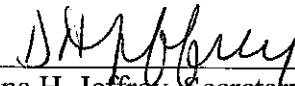
Section 2. The Board of Commissioners hereby authorizes the First Amendment and authorizes Arup to perform and complete the Additional Services for a total additional amount not to exceed Fifty Thousand Dollars (\$50,000.00), and such that the total amount of the 2021 Contract, as amended, shall not exceed Three Hundred Fifty-Three Thousand Two Hundred Fifty Dollars (\$353,250.00), all payable in accordance with the rates established in the 2021 Contract. Except as expressly authorized herein, all other terms and conditions of the 2021 Contract shall remain unchanged and in full force and effect.

Section 3. The Chairman, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the First Amendment, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel, and any and all other documents necessary to effectuate this Resolution, and to undertake all actions necessary to effectuate the First 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 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 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 August 16, 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 EXECUTION OF A SETTLEMENT AGREEMENT WITH JOHN 723, LLC AND GAMEEL "AL" GARAS IN THE MATTER OF JERSEY CITY REDEVELOPMENT AGENCY VS. URBAN LEAGUE AFFORDABLE HOUSING COMMUNITY DEVELOPMENT CORP. ET AL. WITH RESPECT TO THE SITE COMMONLY KNOWN AS 5 SUMMIT AVENUE, 721 ½ GRAND STREET, AND 482 COMMUNIPAW AVENUE WITHIN THE MORRIS CANAL REDEVELOPMENT AREA

WHEREAS, pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (as the same may be amended and/or supplemented from time to time, the "**Redevelopment Law**"), the Jersey City Redevelopment Agency (the "**Agency**") was established by the City of Jersey City (the "**City**") and has responsibility to implement redevelopment plans and carry 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 Morris Canal Redevelopment Area (the "**Redevelopment Area**") and adopted a redevelopment plan for the Redevelopment Area entitled the "Morris Canal Redevelopment Plan" (as amended, and as may be further amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, pursuant to the Redevelopment Plan, the Agency established a program for the redevelopment of certain properties formerly identified as Block 2060, Lots B, 11 and 21A on the official tax maps of the City, currently identified as Block 17202, Lots 2, 11 and 15 on the official tax maps of the City, also known as 5 Summit Avenue, 721 ½ Grand Street and 482 Communipaw Avenue and commonly known as 723 Grand (collectively, the "**Project Premises**"); and

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

WHEREAS, on or about December 13, 2003, the Agency and Urban League Affordable Housing, CDC (the "**Redeveloper**") entered into a redevelopment agreement for the development of the Project Premises (the "**Redevelopment Agreement**") with a project consisting of affordable housing for veterans; and

WHEREAS, in accordance with the terms of the Redevelopment Agreement, on March 5, 2004, the Agency conveyed the Project Premises to Redeveloper for \$1.00; and

WHEREAS, on or about July 13, 2009, prior to obtaining a certificate of completion and without written permission from the Agency, Redeveloper sold or otherwise caused title in the Project Premises to be transferred to Starting Points of Hudson County, Inc. ("**Starting Points**") for \$1,451,200.00; and

WHEREAS, on or about January 9, 2015, prior to obtaining a certificate of completion and without written permission from the Agency, Starting Points sold or otherwise caused title in the Project Premises to be transferred to John 723, LLC for \$850,000.00; and

WHEREAS, on or about August 18, 2020, the Agency issued a notice of default of the Redevelopment Agreement to the Redeveloper requesting that Redeveloper cure any and all events of default within thirty (30) days; and

WHEREAS, at the expiration of the cure period, the events of default set forth in the notice of default remained uncured; and

WHEREAS, on April 21, 2021, the Agency filed an action in the Superior Court of New Jersey, Hudson County, captioned *Jersey City Redevelopment Agency v. Urban League Affordable Housing Community Development Corp., et al*, Docket No. HUD-1595-21 against the Redeveloper seeking enforcement of the Agency's rights under the Redevelopment Agreement (the "**Litigation**"); and

WHEREAS, on June 11, 2021, the Redeveloper filed an answer and counterclaim in the Litigation; and

WHEREAS, on February 18, 2022, the Agency filed an amended complaint in the Litigation (the "**Amended Complaint**") naming Starting Points as party defendant and naming John 723, LLC as party defendant as the owner of the Project Premises and seeking, among other relief, reversion of title to the Project Premises; and

WHEREAS, in response to the Amended Complaint, Starting Points filed an answer, cross claim and third-party claim with jury demand in the Litigation, in addition to responses filed by other party defendants; and

WHEREAS, John 723, LLC has proposed to develop the Project Premises and additional property (the "**Proposal**") owned by John 723, LLC, which property is identified on the official tax maps of the City as Block 17202, Lots 1, 12, 13, and 14 (the "**John 723 Property**"); and

WHEREAS, in order to proceed with the Proposal, John 723, LLC would need to obtain governmental approvals from the City and other governmental bodies; and

WHEREAS, in order to avoid costly litigation expenses, the parties are desirous of settling the Litigation and have negotiated a settlement agreement, a copy of which is on file with the Agency, allowing withdrawal of the Litigation without prejudice and permitting John 723, LLC to seek governmental approvals related to the Proposal, with no assurance of a particular result with respect to such governmental approvals (the "**Settlement Agreement**"),

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

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

Section 4. This Resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of August 16, 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 AWARDING A CONTRACT TO NEW JERSEY ROOFING COMPANY FOR ROOFING SERVICES FOR PROPERTY LOCATED AT BLOCK 25802, LOTS 25 AND 26, COMMONLY KNOWN AS 405-407 OCEAN AVENUE, WITHIN THE OCEAN BAYVIEW 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, pursuant to the Redevelopment Law, the City adopted a redevelopment plan known as the Ocean Bayview Redevelopment Plan (as amended and as may be further amended and supplemented from time to time, the "**Redevelopment Plan**") to effectuate and regulate the redevelopment of the area designated by the City as the Ocean Bayview Redevelopment Area (the "**Redevelopment Area**"); and

WHEREAS, the Agency owns certain property within the Redevelopment Area, identified as Block 25802, Lots 25 and 26 on the official tax map of the City, commonly known 405-407 Ocean Avenue (collectively, the "**Property**"), which Property is located within the Redevelopment Area and is subject to Redevelopment Plan; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency from time to time requires services in connection with projects throughout the City; and

WHEREAS, the Agency desires to obtain roofing services at the Property (the "**Services**"); and

WHEREAS, the total amount of the Services was determined to be under the bid threshold established pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.*, and, therefore, the Agency solicited quotes for the Services in lieu of issuance of a bid solicitation; and

WHEREAS, New Jersey Roofing Company ("**New Jersey Roofing**") submitted a quote to the Agency (the "**Quote**") to provide the Services, a copy of which is on file with the Agency; and

WHEREAS, having reviewed the Quote, the Agency has determined that New Jersey Roofing possesses the requisite expertise and skilled personnel required to perform the Services and that, in consideration of all factors, awarding a contract to New Jersey Roofing in accordance with the Quote will be cost-efficient and appropriate. The agency confirmed that the vendor is not a Minority- and/or Women-owned Business Enterprise; and

WHEREAS, the Agency desires to enter into a contract with New Jersey Roofing (the "**Contract**") to perform the Services as outlined in the Quote for a total amount not to exceed Twenty-Nine Thousand Five Hundred Dollars (\$29,500.00) to be paid in accordance with the rates set forth in the Quote; and

WHEREAS, New Jersey Roofing 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 New Jersey Roofing from making any reportable contributions through the term of the Contract; and

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

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

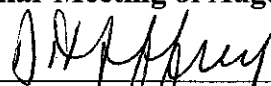
Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Board of Commissioners hereby awards a Contract for the Services to New Jersey Roofing, payable at the rates set forth in the Quote, for a not to exceed amount of Twenty-Nine Thousand Five Hundred Dollars (\$29,500.00) and 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, subject to the terms and conditions of the Agency's form agreement.

Section 3. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are hereby authorized to take all actions and 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 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 August 16, 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	✓			

New Jersey Roofing C O M P A N Y



CERTIFIED
PROPERTY
SOLUTIONS



An Elite partnership of Service Professionals

Good Afternoon, **Jason Friedkin**

At your request, we have attached your proposal, researched, and prepared by **Ryan Sicovitch**. Please feel free to contact him directly at **(973) 900-1637**, with any questions or concerns, or email him directly at **ryan@njroofingcompany.com**.

We are more than willing to meet with you, along with any other decision-makers, and do a formal presentation to answer any specific questions or concerns you may have about this project.

Please keep in mind what sets us apart:

- We are fully equipped to repair, maintain, and replace roofing, siding, gutters, chimneys, masonry, stucco, skylights, windows and ventilation.
- For qualified residential projects, we offer NO interest, NO payment financing for up to 12 months, as well as affordable monthly payment plans for up to 10 years.
- With over 20 million sq. ft. of roofing, siding, and remodeling services installed in 30 years, you can feel confident that you're dealing with certified, licensed and insured professionals.
- We'd also like to thank you for helping us continue our Giving Back mission of helping communities each year with free emergency home repairs and related services in NJ.
- Lastly, we'd like to make you aware of our Customer Referral Program, where you can earn rewards for anyone you refer who gets work completed by us.

To learn more about our full range of services, please check out our [Website](#) and view our online [Brochure](#)

Feel free to contact us for any reason and we look forward to being of service to you.

Voted **NJ's #1 Roofing & Exterior Co.**
For-profit, for-progress company **that gives back.**
Commercial Residential Multi-Family Churches

[Roofing Services](#)

[FAQ](#)

[Privacy Policy](#)

[Payment Methods](#)

New Jersey Roofing C O M P A N Y

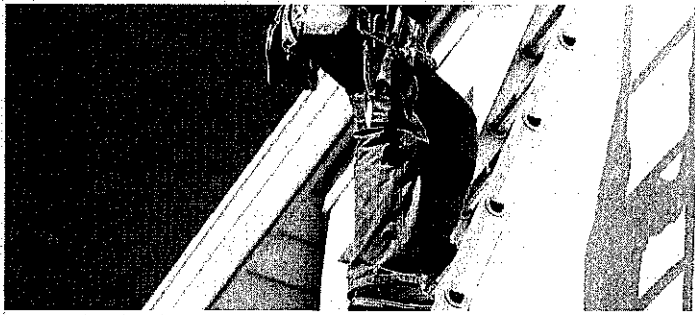


CERTIFIED
PROPERTY
SOLUTIONS



An Elite partnership of Service Professionals





Prepared for Jason Friedkin

Date 07/07/2022

Mailing Address 405-407 Ocean Ave

City, State, Zip Jersey City

Phone # 2017610833

Email Address Jfriedkin@jcnj.org

Job Location Same

Prepared by Ryan Sicovitch

1.866.921.8004

info@NJroofingcompany.com

520 Route 17 South, Carlstadt, NJ 07072



NJ13VH11322900

New Jersey Roofing
C O M P A N Y



FLAT ROOF PROPOSAL

Prepared for Jason Friedkin

Date 07/07/2022

Mailing Address 405-407 Ocean Ave

City, State, Zip Jersey City

Phone # 2017610833

Email Address Jfriedkin@jcnj.org

Job Location Same

Prepared by Ryan Sicovitch

WE WILL PROVIDE THE LABOR, MATERIAL & EQUIPMENT TO PERFORM THE FOLLOWING

Proposed Section: Entire Roof

X Cover shrubs, bushes, steps, etc., from falling debris

X Remove up to 3 layers of roofing and insulation
(Additional \$3.00/sq. ft. to remove each additional layer)

X Cut and fasten all existing air pockets to ensure smooth roof surface

X Replace rotten roof decking as needed
(Additional 130 per 4' x 8' sheet of 3/4" CDX plywood)

(Additional 40 per ft. for framing lumber)
(Additional per sq. ft. of metal roof decking)

Install sq. ft. of insulation

X Mechanically fasten fiberglass base sheet

Install energy-efficient radiant barrier

X Install Modified bitumen torch down roof

X Clean and fasten gutters and leaders

Install seamless alum. gutters and leaders
5" 6"

Color: Includes leaf screens.

Rebuild ft. built-in gutters

Remove ft. built-in gutters

Reline ft. built-in gutter

Install new roof drains. Type Size

Install new roof droptubes. Type Size

Install new roof scupper boxes. Type
Size

Replace ft. existing soffit

Aluminum Vinyl Plywood Composite

Replace ft. existing fascia Color:

Aluminum Wood Composite

Re-side dormers with siding

Install skylights to roof area

material

X Install approximately 120 ft. of gravel stop and 50 ft. of White C4 metal edging

_ Install ft. of aluminum coping Color:

_ Install ft. of counterflashing Color:

X Re-flash parapet walls with roof membrane

X Install 2 vents to dry any remaining moisture.

X Install tbd pitch pockets and fill with pourable sealer

X Install TBD ft. of termination bar

X Re-flash penetrations (Pipes, Vents, HVAC, Skylights, Hatches, etc.)

X Remove all debris caused by work and keep area clean throughout the entire process.

 -year manufacturer and -year installation warranty
(Interior trim, sheet rock, painting, and finishing not included)

X Chimney Re-plaster Cap Repoint Rebuild

 Cricket Collar **X New Counterflashing** Seal Counterflashing Stepflashing

X Clean entire worksite using magnetic nail finder.

_ Hoboken residents: Mandatory asbestos testing, in addition to price below.

(Construction code number 76-2.C)

_ Demo (Customer acknowledges/affirms that chimney being demolished is no longer in use. NJRC is not licensed to certify that chimney is not venting toxic gases.)

ADDITIONAL WORK:

Remove upto 3 layers from roofs. Inspect all plywood. This proposal includes 3 sheets of plywood. Any additional plywood will be \$130 per sheet. Install new modified bitumen torch down system with new metal edging.

On middle walla remove metal and wrap with rubber membrane.

On side walls, Remove existing metal. Spot point and secure bricks as needed to ensure its strong enough for new metal. Install 2x6 to top of side walls using masonry anchors. wrap in rubber and install new Gravel stop metal.

Secure membrane to front walls using termination bar and seal as needed

Remove all debris from site

IMPORTANT NOTES: 1) NJRC is not responsible for cleaning debris or removing, covering, or securing any contents of owner tenants in attics, garages, or any other locations. **2)** Significant additional charges will apply if asbestos or other hazardous materials are found. **3)** NJRC is not responsible for re-installation in any way of existing gutter guards/screens or satellite dishes. **4)** Due to age, weathering, and product availability, NJRC cannot guarantee to match colors of materials when making repairs, but NJRC will find the closest match available, within reason. **5)** Despite any possible verbal communications, NJRC is not responsible for any electrical, plumbing, or HVAC connections of any kind because NJRC is not insured or licensed to do so.

PRICING OPTIONS

Premium: Modified Bitumen Layover System, 20- Year Material Warranty, 20-Year Membrane Installation Warranty.

COST: \$ _

Platinum: Modified Bitumen Torch applied Tear off System, 20-Year Material Warranty, 20-Year Membrane Installation Warranty.

COST: \$ 29,500

4EVER Roof: 80 ml Fully Adhered EPDM, 1-inch ISO Insulation, 40- Year Material Warranty, 20 year Membrane Installation Warranty.

COST: \$ _

TOTAL COST*: \$ 29,500

PRICE VALID FOR 30 DAYS FROM DATE OF PROPOSAL.

DEPOSIT DUE AT SIGNING:

\$ 9,900

DUE AT START DATE:

\$ 9,900

UPON COMPLETION:

\$ balance

*All permits & fees required to complete this project must be paid to NJRC along with the final balance at completion of work.

*Due to extreme price-volatility with some products, prices quoted are only valid for 30 days.

*I acknowledge an interest of 2% per month will be added to any balance due over 30 days.

20 MANUFACTURER WARRANTY

20 WORKMANSHIP WARRANTY

All Drains, Droptubes, Flashings, Penetrations, Piping, Conduit, Edging, Terminations, Curbs, Sealants and Ventilation products are warrantied for a period of 3 years unless otherwise specified above.

By Signing this proposal I hereby acknowledge that I have read, understand, and agree to **Terms and Conditions** and our **Privacy Policy**.

It is the responsibility of the property owner/representative to obtain a copy of the **Terms and Conditions**.

The above prices and specifications are satisfactory and are hereby accepted.

PROPERTY OWNER/REPRESENTATIVE

Jason Friedkin

REPRESENTATIVE

Ryan Sicovitch

ryan@nroofingcompany.com

(973) 900-1637

NEXT

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXTENSION OF CONTRACT NO. 21-08-RP1 WITH MAXIMUM FIRE ESCAPES FOR FIRE ESCAPE REPAIRS AT BLOCK 16901, LOT 17, COMMONLY KNOWN AS 51 CRESCENT AVENUE WITHIN THE SCATTER SITE REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the “Agency”), a public body established by the City of Jersey City (the “City”) pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, owns real property commonly known as 51 Crescent Avenue, Jersey City, New Jersey 07304 which is identified on the Jersey City tax map as Block 16901, Lot 17 (the “Property”); and

WHEREAS, the Property’s fire escape is in need of repair; and

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

WHEREAS, the Agency previously determined that it was necessary to award a contract under the LPCL for fire escape repair services in order to repair the fire escape at the Property; and

WHEREAS, the total amount of the repair services sought by the Agency was determined to be less than the bid threshold established under the LPCL for a public entity with a Qualified Purchasing Agent and, therefore, the Agency solicited quotes from multiple contractors for these services in lieu of a more formal bid solicitation; and

WHEREAS, by Resolution No. 21-08-16, the Agency previously entered into Contract No. 21-08-RP1 (the “Contract”) with Maximum Fire Escapes (the “Maximum”) to perform the necessary fire escape repair services (the “Services”) at the Property; and

WHEREAS, the term (the “Term”) of the Contract is set to expire on August 24, 2022; and

WHEREAS, pursuant to *N.J.S.A. 40A:11-15*, the Agency may extend the Term of a contract upon a finding by the governing body that the services are being provided in an effective and efficient manner; and

WHEREAS, the Agency wishes to extend the Term of Contract No. 21-08-RP1 until September 30, 2022 (the “Additional Term”), so that Maximum can perform the Services; and

WHEREAS, except as expressly set forth herein, all other terms and conditions of the Contract, including but not limited to the contract amount not to exceed \$20,150.00, shall remain unchanged and in full force and effect, and the sum of all change orders does not exceed twenty percent (20%) of the initial contract amount,

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.

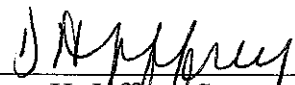
Section 2. The Board of Commissioners hereby authorizes extension of the Contract Term to September 30, 2022.

Section 3. Except as authorized herein, all other terms and conditions of the Contract shall remain in full force and effect.

Section 4. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are each hereby authorized to extend Contract No. 21-08-RP1, and execute any and all other documents necessary to effectuate this resolution, together with such additions, deletions and/or modifications as deemed necessary or desirable in consultation with counsel.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of August 16, 2022.


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	✓			

CONTRACT NO 21-08-RP1

THIS PROFESSIONAL SERVICES CONTRACT NO. 21-08-RP1 (the "**Contract**") entered into as of this 24th day of August 2021 (the "**Effective Date**"), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, with offices at 4 Jackson Square, Jersey City, New Jersey 07305 (the "**Agency**"), and **MAXIMUM FIRE ESCAPES**, with offices at 141 Frelinghuysen Ave., Newark, New Jersey 07114 (the "**Contractor**"; together with the Agency, the "**Parties**"; each, a "**Party**").

WITNESSETH:

WHEREAS, in furtherance of the goals and objectives of the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq., and the Scatter Site Redevelopment Plan (the "**Plan**"), the Agency requires the services of firms to provide various services in connection with projects throughout the City of Jersey City (the "**City**") from time to time; and

WHEREAS, the Agency owns certain property located within the Scatter Site Redevelopment Area identified as Block 16901, Lot 17 on the official tax maps of the City, commonly known as 51 Crescent Avenue (the "**Property**"); and

WHEREAS, the Agency desires to obtain services for installation of a new fire escape and repair services for the existing fire escape to increase security and code compliance at the Property (the "**Services**"); and

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

WHEREAS, the Contractor submitted Estimate No. 20204927 to the Agency, attached hereto as **Exhibit A**, to provide the Services (the "**Estimate**"); and

WHEREAS, the Agency wishes to enter into a contract with the Contractor, as the Agency finds the contractor to possess the skills and expertise to perform the Services; and

WHEREAS, by Resolution 21-08-16, the Agency's Board of Commissioners authorized Contract 21-08-RP1 with the Contractor, attached hereto as **Exhibit B**; and

WHEREAS, the Agency certifies that it has the funds available for such costs; 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 the Contractor, for the consideration and under the conditions hereinafter set forth, the sufficient and receipt of which are hereby acknowledged, do agree as follows:

SECTION 1- PURPOSE OF CONTRACT

The purpose of this Contract is to set forth the respective rights, obligations, conditions and agreements of the Parties in connection with the Contractor providing the Services, as outline in the Estimate.

SECTION 2 – SCOPE OF SERVICES: PERFORMANCE

1. The Contractor shall perform the Services as outlined in the Estimate.
2. Performance of the Services shall not be materially different from or more or less extensive than those specified in the Estimate, unless such modifications are reduced to writing and signed by authorized representative of the Agency and the Contractor. Any modifications which would result in increasing the compensation owed by the Agency to the Contractor hereunder shall require the prior authorization of the Agency's Board of Commissioners. and shall in all cases be conditioned upon the availability of funds.
3. In performing the Services under this Contract, the Contractor shall operate as and have the status of an independent contract, and shall not act as an agent or employee of the Agency. As an independent contractor, the Contractor shall be solely responsible for determining the means and methods of performing the Services.
4. The Contractor shall perform the services with a degree of skill and care that is required by customarily accepted competent professional fence installation practices, to assure that all work is adequate and appropriate for the purposes intended hereunder.
5. The Contractor shall provide to the Agency a detailed, written schedule for performance of the Services, which schedule shall set forth a timeline identifying tasks, milestones, and deliverable.
6. All Services shall be performed by licensed individuals, where applicable.

SECTION 3 – COMPENSATION AND PAYMENT

1. Compensation paid by the Agency to the Contractor for the performance of the Services shall not exceed **Twenty Thousand One Hundred Fifty Dollars (\$20,150.00).**
2. Prior to engaging in the work that may expand the scope of the Services, the Contractor shall submit to the Agency, in writing, a request to expand the scope of the Services, detailing the nature of the work, the cost of performing such work, and the need for the expanded scope of

Services. The Contractor shall not proceed with any work that expands the scope of the Services without obtaining the prior, written consent of the Agency.

3. The Contractor shall submit to the Agency any invoices, and any required Agency accounts payable vouchers, showing the Services performed and the charges therefore during the period covered thereby, in proportion to the total Services to be completed hereunder, as described in the Proposal attached to this Contract. The Contractor understands that said invoices and vouchers must be submitted to the Agency's Board of Commissioners for approval prior to payment.

SECTION 4 - INSURANCE

1. The Contractor shall procure, purchase and maintain the following insurance during the term hereof. The insurance policies described herein shall be kept in force until submission of final invoices by the Contractor for all Services required hereunder.

A. **Commercial General Liability Coverage.** The Contractor shall, at its own cost and expense, obtain and keep in full force during the term of the Contract, a policy of general liability insurance insuring against any and all liability arising out of, occasioned by or resulting from any accident or otherwise, for injuries to any person or persons, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence, and for loss or damage to the property of any person for not less than Two Million Dollars (\$2,000,000.00) 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 there from.

B. **Professional Liability Insurance.** The Contractor shall, at its own cost and expense, obtain and keep in full 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.

C. **Workers' Compensation Insurance.** The Contractor shall, at its own cost and expense, obtain and keep in full 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 the Contractor with limits of not less than:

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

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

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

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

D. **Automobile Liability Coverage.** The Contractor 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.

2. The following riders shall be made a part of the policies described above:
 - i. All certificates shall name the Agency and the City of Jersey City as additionally insured, with the exception of the workers' compensation certificate, and shall list the locations and properties by Tax Block, Tax Lot and address where the work will be performed.
 - ii. The presence of employees of the Agency on the site of the work performed under this Contract with the Contractor shall not invalidate the policy of insurance.
 - iii. The policies shall not be canceled, terminated, non-renewed or materially modified by the Contractor or any insurance company unless thirty (30) days prior written notice is sent by certified mail to the Contractor and to the Agency, nor shall the policies be canceled, terminated or materially modified by the Contractor without the prior written consent of the Agency.
3. Before commencing work hereunder, the Contractor shall furnish the Agency with certificates of such insurance evidencing the coverage required by this Contract.
4. The Contractor agrees to 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 AAA or better in the Best Key Rating Guide for Property and Casualty covering all operations under this Contract.

SECTIONS 5 – TERMINATION

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

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

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

SECTION 8 – TERM OF CONTRACT

This Agreement will terminate upon completion of the Services or one year from its Effective Date, unless otherwise renewed by the Parties in accordance with the terms of this Contract and with applicable law.

SECTION 9 – POLITICAL CONTRIBUTION DISCLOSURE

This Contract has been awarded to the Contractor based on the merits and abilities of the Contractor to provide the Professional Services described herein. The Contractor shall comply with Jersey City Ordinance 08-128 regarding political contributions, attached hereto as **Exhibit C**.

SECTION 10 – ADDITIONAL TERM 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. 10:2-4, with all amendments thereto, attached hereto as **Exhibit E**.

SECTION 11 – ENTIRE CONTRACT

This Contract all exhibits attached hereto constitute the entire agreement between the Agency and the Contractor 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 12 – 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 constructing or interpreting any of its provisions.

SECTION 13 – COUNTERPARTS

This Contract may be executed in counterparts, each of which, when taken 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.

SECTION 14 – GOVERNING LAW

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.

SECTION 15 – NOTICES

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

[Signatures appear on the following page]

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

WITNESSED:

MAXIMUM FIRE ESCAPES

Tome Correia

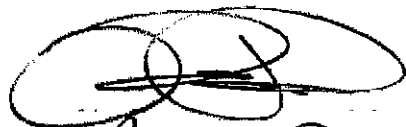
Max Zeldich

Name: Tome Correia

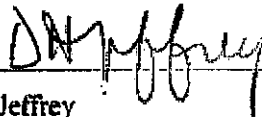
Name: Max Zeldich
Title: Owner

WITNESSED:

JERSEY CITY REDEVELOPMENT AGENCY



Name: *Ramon Ponce*



Diana Jeffrey
Executive Director

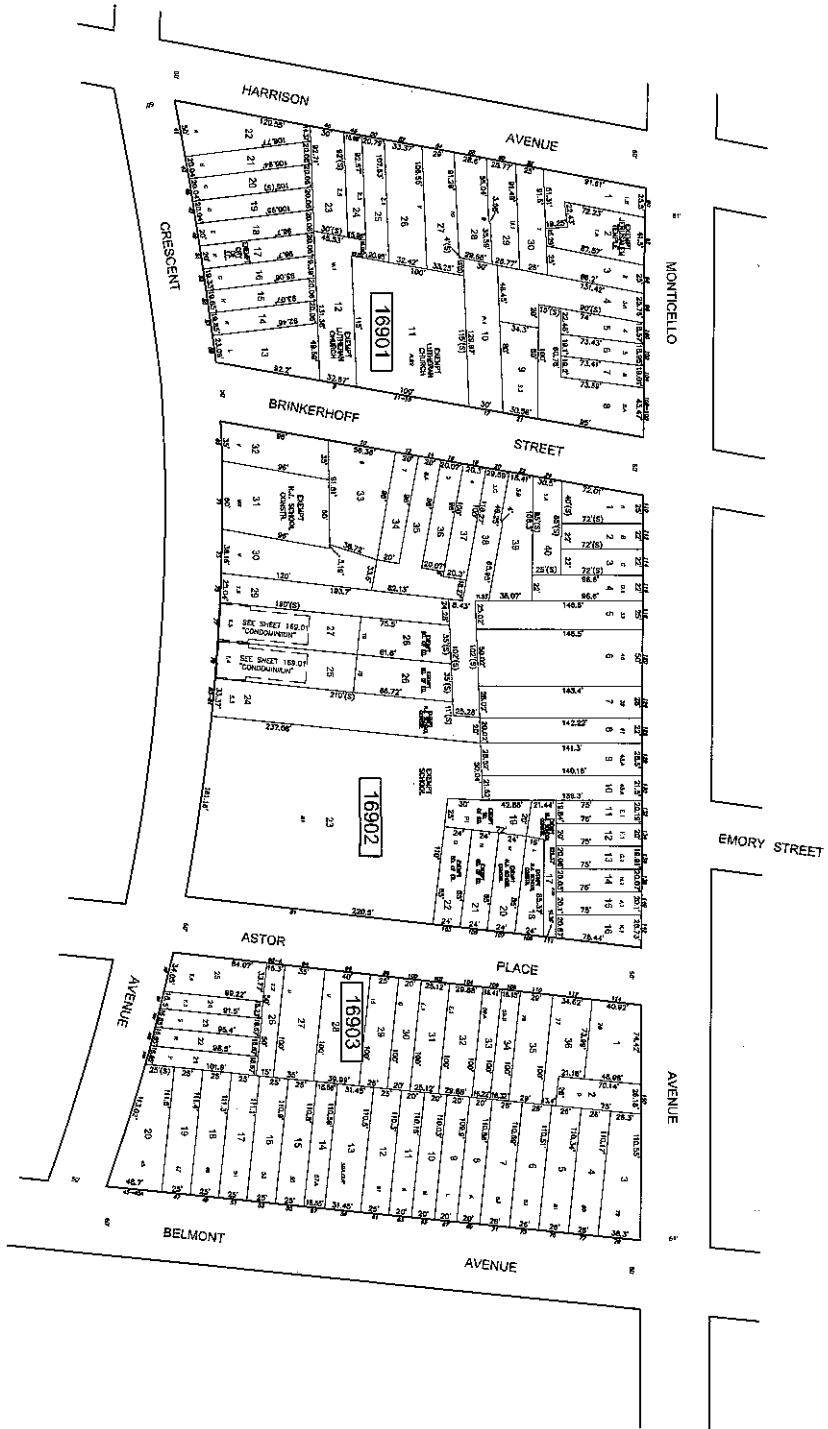
REVISIONS			
DATE	BY	DESCRIPTION	LOT
12/1/2001	BY	100 NQ1 BLOCK	33
12/1/2001	BY	34442	33
12/1/2001	BY	34442	33
12/1/2001	BY	34442	33
12/1/2001	BY	34442	33
12/1/2001	BY	34442	33
12/1/2001	BY	34442	33
12/1/2001	BY	34442	33
12/1/2001	BY	34442	33
12/1/2001	BY	34442	33

SEE SHEET 179

SEE SHEET 167

SEE SHEET 186

SEE SHEET 168



SEE SHEET 170

2001 - COMPACTED 2/2/2001

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 859

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 TINDALL ROAD, MIDDLETOWN TOWNSHIP
NEW JERSEY, 07748

THIS MAP HAS BEEN GIVEN DOWN USING COMPUTER AIDED
DRAWING DESIGN (CADD) AND DRAWING CONVENTION

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY AUTHORIZING JASON FRIEDKIN AND
ROBERT NAPIORSKI TO ATTEND THE GOVERNOR'S CONFERENCE ON
HOUSING AND ECONOMIC DEVELOPMENT**

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

WHEREAS, in furtherance of its redevelopment objectives, the Agency finds it necessary or desirable from time to time for its employees to attend seminars, conferences, continuing education classes and/or seminars on redevelopment-related topics; and

WHEREAS, the Agency wishes to authorize Jason Friedkin and Robert Napiorski to attend the Governor's Conference on Housing and Economic Development occurring on September 29, 2022 through September 30, 2022 in Atlantic City, New Jersey (the "Conference"),

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

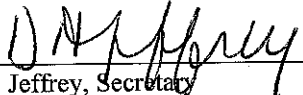
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. Jason Friedkin and Robert Napiorski is hereby authorized to attend the Conference.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to review, approve and process requests for reimbursement of eligible costs, including transportation, overnight accommodations and meals, incurred by Jason Friedkin and Robert Napiorski to attend the Conference, all in accordance with the travel policy set forth in the Agency's employee manual.

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 August 16, 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	✓			

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN
EMPLOYMENT AGREEMENT WITH DIANA H. JEFFREY AS
EXECUTIVE DIRECTOR AND SECRETARY OF THE BOARD OF
COMMISSIONERS**

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") is a public body established by the City of Jersey City (the "**City**") operating in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**") and has responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency has a responsibility to implement projects that foster residential, commercial and industrial redevelopment and rehabilitation within the City, which requires stability and continuity; and

WHEREAS, pursuant to the Redevelopment Law, a redevelopment agency shall appoint an executive director with certain educational and professional qualifications; and

WHEREAS, Diana H. Jeffrey's education and professional experience meet or exceed the statutory qualifications set forth in the Redevelopment Law for the position of executive director and secretary of a redevelopment agency; and

WHEREAS, the current employment agreement with Diana H. Jeffrey is set to expire on August 20, 2022; and

WHEREAS, it is in the best interest of the Agency to enter into a renewed employment agreement with Diana H. Jeffrey (the "**Employment Agreement**") for the position of Executive Director and Secretary of the Agency,

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 approves the Employment Agreement between the Board of Commissioners of the Agency and Diana H. Jeffrey to serve as Executive Director and Secretary of the Agency.

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

Section 4. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions necessary to effectuate this Resolution.

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of August 16, 2022.

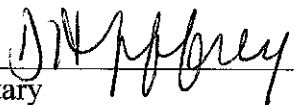

Diana H. Jeffrey, Secretary

<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 APPROVING THE
ACCOUNTS/INVOICES PAYABLE LIST AS OF
AUGUST 16, 2022**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of August 16, 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 August 16, 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 August 16, 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	8/16/2022	7/20/2022	48	Scaffold Services at 84 Sip Avenue - July	\$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	8/16/2022	8/1/2022	September 2022	Employee Deductions per Payroll - September	\$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.	8/16/2022	7/7/2022	4257135	Legal Services- 61-63 Sip Avenue	\$260.00	\$0.00		\$260.00
ARCHER & GREINER, P.C.	8/16/2022	7/7/2022	4257142	Legal Services - Pegasus/100 Colden Street	\$552.50	\$0.00		\$552.50
ARCHER & GREINER, P.C.	8/16/2022	7/7/2022	4257152	Legal Services - 118-128 Monitor Street	\$13,097.50	\$0.00		\$13,097.50
				Totals for ARCHER & GREINER, P.C.: 3 invoice(s) listed.	\$13,910.00	\$0.00		\$13,910.00
Brantley Bros. Moving & Storage Co., Inc.								
Brantley Bros. Moving & Storage Co., I	8/16/2022	8/9/2022	Aug-22	Relocate Loew's Theater Equipment	\$72,825.00	\$0.00		\$72,825.00
				Totals for Brantley Bros. Moving & Storage Co., Inc.: 1 invoice(s) listed.	\$72,825.00	\$0.00		\$72,825.00
BROWNFIELD REDEVELOPMENT SOLUTIONS								
BROWNFIELD REDEVELOPMENT S	8/16/2022	6/30/2022	5868	Oversight & Mngt - 558 Communipaw GW	\$1,544.90	\$0.00		\$1,544.90
BROWNFIELD REDEVELOPMENT S	8/16/2022	6/30/2022	5927	Support Services for Grand Jersey	\$500.00	\$0.00		\$500.00
BROWNFIELD REDEVELOPMENT S	8/16/2022	6/30/2022	5928	Morris Canal - Greenway EPA Multipurpose C	\$1,192.50	\$0.00		\$1,192.50
BROWNFIELD REDEVELOPMENT S	8/16/2022	6/30/2022	5929	Oversight & Mgmt Services for EPA Hazardo	\$325.00	\$0.00		\$325.00
BROWNFIELD REDEVELOPMENT S	8/16/2022	6/30/2022	5930	Oversight & Mgmt Services for EPA Mill Ore	\$277.50	\$0.00		\$277.50
BROWNFIELD REDEVELOPMENT S	8/16/2022	6/30/2022	5958	MCCDC Litigation Support	\$4,231.25	\$0.00		\$4,231.25
BROWNFIELD REDEVELOPMENT S	8/16/2022	6/30/2022	5931	Oversight & Mgmt Services for EPA Petro. A	\$325.00	\$0.00		\$325.00
				Totals for BROWNFIELD REDEVELOPMENT SOLUTIONS: 7 invoice(s) listed.	\$8,396.15	\$0.00		\$8,396.15
CASH								
CASH	8/16/2022	8/9/2022	Cash	Petty Cash Replenishment	\$321.65	\$0.00		\$321.65
				Totals for CASH: 1 invoice(s) listed.	\$321.65	\$0.00		\$321.65
CHRISTOPHER FIORE								
CHRISTOPHER FIORE	8/16/2022	7/27/2022	INV159432550	Expense Reimbursement - Zoom	\$91.47	\$0.00		\$91.47

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	8/16/2022	7/1/2022	July 2022	Employee Reimbursement - Job Post (Indeed)	\$118.97	\$0.00		\$118.97
CHRISTOPHER FIORE	8/16/2022	6/24/2022	June 2022	Employee Reimbursement - Job Post (Indeed)	\$533.81	\$0.00		\$533.81
CHRISTOPHER FIORE	8/16/2022	8/4/2022	August 2022	Employee Reimbursement - Travel Expense to I	\$37.00	\$0.00		\$37.00
				Totals for CHRISTOPHER FIORE:	\$781.25	\$0.00		\$781.25
				4 invoice(s) listed.				
COMCAST								
COMCAST	8/16/2022	7/16/2022	8499 05 354 3248876	Internet Service at 665 Ocean Avenue	\$217.09	\$0.00		\$217.09
COMCAST	8/16/2022	7/16/2022	8499 05 354 4361702	Business Internet and Cable - 39 Kearney Ave	\$546.01	\$0.00		\$546.01
COMCAST	8/16/2022	7/16/2022	8499 05 354 3697536	Business Internet - 25 Journal Sq - Fire Alarm	\$152.44	\$0.00		\$152.44
				Totals for COMCAST:	\$915.54	\$0.00		\$915.54
				3 invoice(s) listed.				
CRYSTAL POINT CONDOMINIUM ASSOC.								
CRYSTAL POINT CONDOMINIUM A	8/16/2022	7/12/2022	Aug-22	Monthly Maintenance Fee August	\$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	8/16/2022	8/1/2022	August 2022	Storage Unit - Size: 10x30, Unit #: 1001	\$881.00	\$0.00		\$881.00
DELTA STORAGE	8/16/2022	8/1/2022	August 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	8/16/2022	8/4/2022	August 2022	Reimbursement- Dental	\$1,710.00	\$0.00		\$1,710.00
DIANA JEFFREY	8/16/2022	8/4/2022	August 2022	Employee Reimbursement - Travel MSB	\$18.50	\$0.00		\$18.50
DIANA JEFFREY	8/16/2022	7/19/2022	August 2022	Reimbursement- Dental	\$390.00	\$0.00		\$390.00
				Totals for DIANA JEFFREY:	\$2,118.50	\$0.00		\$2,118.50
				3 invoice(s) listed.				
Economic Project Solutions, Inc.								
Economic Project Solutions, Inc.	8/16/2022	7/31/2022	14240	Professional Services - Construction Advisor -	\$14,897.00	\$0.00		\$14,897.00
				Totals for Economic Project Solutions, Inc.:	\$14,897.00	\$0.00		\$14,897.00
				1 invoice(s) listed.				
ERIC M. BERNSTEIN & ASSOCIATES, LLC								
ERIC M. BERNSTEIN & ASSOCIATES	8/16/2022	6/3/2022	77637	Legal Services - OPRA	\$105.00	\$0.00		\$105.00
				Totals for ERIC M. BERNSTEIN & ASSOCIATES, LLC:	\$105.00	\$0.00		\$105.00
				1 invoice(s) listed.				

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
FEDERAL EXPRESS								
FEDERAL EXPRESS	8/16/2022	7/13/2022	1735-4013-2	Overnight Deliveries	\$68.15	\$0.00		\$68.15
				Totals for FEDERAL EXPRESS: 1 invoice(s) listed.	\$68.15	\$0.00		\$68.15
FUSION CREATIVE								
FUSION CREATIVE	8/16/2022	7/30/2022	3164	JCRA Sharefile Hosting -7/1/22-9/30/22	\$375.00	\$0.00		\$375.00
				Totals for FUSION CREATIVE: 1 invoice(s) listed.	\$375.00	\$0.00		\$375.00
GEI CONSULTANTS, INC.								
GEI CONSULTANTS, INC.	8/16/2022	7/6/2022	3112657	Environ/LSRP Services - 8 Aetna	\$6,762.70	\$0.00		\$6,762.70
				Totals for GEI CONSULTANTS, INC.: 1 invoice(s) listed.	\$6,762.70	\$0.00		\$6,762.70
GLUCK WALRATH LLP								
GLUCK WALRATH LLP	8/16/2022	6/15/2022	63650	Legal Services -APRA	\$35.00	\$0.00		\$35.00
				Totals for GLUCK WALRATH LLP: 1 invoice(s) listed.	\$35.00	\$0.00		\$35.00
HUDSON COUNTY REGISTER								
HUDSON COUNTY REGISTER	8/16/2022	7/14/2022	264993	Recording Fee - HC West Campus II Urban R	\$33.00	\$0.00		\$33.00
HUDSON COUNTY REGISTER	8/16/2022	7/14/2022	264709	Recording Fee - 185 Dwight -RDA	\$33.00	\$0.00		\$33.00
				Totals for HUDSON COUNTY REGISTER: 2 invoice(s) listed.	\$66.00	\$0.00		\$66.00
JC MUNICIPAL UTILITIES AUTHORITY								
JC MUNICIPAL UTILITIES AUTHORITY	8/16/2022	7/11/2022	30306348540000	Water & Sewer - 665 Ocean Ave 3030634854	\$174.04	\$0.00		\$174.04
JC MUNICIPAL UTILITIES AUTHORITY	8/16/2022	7/11/2022	30304979369009	Water & Sewer - 292 MLK Drive (FL)	\$145.15	\$0.00		\$145.15
JC MUNICIPAL UTILITIES AUTHORITY	8/16/2022	7/11/2022	30307758540000	Water & Sewer - 292 MLK Drive - 30307758	\$47.10	\$0.00		\$47.10
JC MUNICIPAL UTILITIES AUTHORITY	8/16/2022	7/11/2022	30309320562951	Water & Sewer - 25 Journal Sq F/L 3030932056	\$293.27	\$0.00		\$293.27
				Totals for JC MUNICIPAL UTILITIES AUTHORITY: 4 invoice(s) listed.	\$659.56	\$0.00		\$659.56
JERSEY CITY DEPT. OF PUBLIC WORKS								
JERSEY CITY DEPT. OF PUBLIC WORKS	8/16/2022	7/1/2022	2022-5	Redevelopment Gas Usage - April 1, 2022-Ju	\$366.48	\$0.00		\$366.48
				Totals for JERSEY CITY DEPT. OF PUBLIC WORKS: 1 invoice(s) listed.	\$366.48	\$0.00		\$366.48
KINNEY LISOVICZ REILLY & WOLFF PC								

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
KINNEY LISOVICZ REILLY & WOLF	8/16/2022	7/8/2022	26368	Legal Services - JCRA v Crazy Greek	\$4,600.00	\$0.00		\$4,600.00
KINNEY LISOVICZ REILLY & WOLF	8/16/2022	7/8/2022	26369	Legal Services - JCRA v Urban League	\$5,827.50	\$0.00		\$5,827.50
KINNEY LISOVICZ REILLY & WOLF	8/16/2022	7/8/2022	26370	Legal Services - Insurance	\$840.00	\$0.00		\$840.00
Totals for KINNEY LISOVICZ REILLY & WOLFF PC: 3 invoice(s) listed.					\$11,267.50	\$0.00		\$11,267.50
Lime Development, Inc								
Lime Development, Inc	8/16/2022	6/14/2022	1219T-1	Professional Services- Lowes Safety Protectio	\$8,750.00	\$0.00		\$8,750.00
Lime Development, Inc	8/16/2022	7/19/2022	1219-2	Professional Services- Lowes Safety Protectio	\$8,750.00	\$0.00		\$8,750.00
Totals for Lime Development, Inc: 2 invoice(s) listed.					\$17,500.00	\$0.00		\$17,500.00
MCMANIMON, SCOTLAND & BAUMANN, LLC								
MCMANIMON, SCOTLAND & BAU	8/16/2022	6/23/2022	192866	Legal Services - 311 Washington Condos	\$6,967.31	\$0.00		\$6,967.31
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193946	Legal Services - Loew's Theater	\$16,503.81	\$0.00		\$16,503.81
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193950	Legal Services - 125 Monitor Street	\$17,209.73	\$0.00		\$17,209.73
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193953	Legal Services - One Journal Square/ Kushner	\$13,195.00	\$0.00		\$13,195.00
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193954	Legal Services- 25 Pathside	\$17,856.94	\$0.00		\$17,856.94
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193963	Legal Services- Hampshire	\$2,145.00	\$0.00		\$2,145.00
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193965	Legal Services - Mack Cali Matter	\$3,850.00	\$0.00		\$3,850.00
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193971	Legal Services - General Counsel	\$9,632.66	\$0.00		\$9,632.66
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193974	Legal Services - 8 Erie St Litigation	\$1,575.00	\$0.00		\$1,575.00
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193978	Legal Services - Cole Street Special Assessmet	\$1,105.00	\$0.00		\$1,105.00
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193981	Legal Services - 417 Communipaw	\$5,850.00	\$0.00		\$5,850.00
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193984	Legal Services - 500 Summit	\$1,657.50	\$0.00		\$1,657.50
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193988	Legal Services - 168 Sip/ Claremont	\$650.00	\$0.00		\$650.00
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	193993	Legal Services - 25 Christopher Columbus	\$2,697.50	\$0.00		\$2,697.50
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	194001	Legal Services - 287 Pine Street	\$262.50	\$0.00		\$262.50
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	194004	Legal Services - Wonder Bagel Lease	\$1,347.92	\$0.00		\$1,347.92
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	194006	Legal Services - Port Liberte Apartments	\$2,340.00	\$0.00		\$2,340.00
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	194011	Legal Services - Ortiz v Jersey City & JCRA	\$1,192.63	\$0.00		\$1,192.63
MCMANIMON, SCOTLAND & BAU	8/16/2022	7/26/2022	194012	Legal Services - 168 Sip/ Claremont	\$2,372.50	\$0.00		\$2,372.50
Totals for MCMANIMON, SCOTLAND & BAUMANN, LLC: 19 invoice(s) listed.					\$108,411.00	\$0.00		\$108,411.00
METLIFE								
METLIFE	8/16/2022	8/1/2022	September-2022	Employer I.D. #03639 - Deferred Salary Per P	\$75.00	\$0.00		\$75.00
METLIFE	8/16/2022	8/1/2022	September-2022	Employer I.D. #03639 - Deferred Salary Per P	\$75.00	\$0.00		\$75.00
Totals for METLIFE: 2 invoice(s) listed.					\$150.00	\$0.00		\$150.00
Mobile Mini Storage Solutions								

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
Mobile Mini Storage Solutions	8/16/2022	8/9/2022	10518479-2020438-8	Delivery & Pick up-8 4' Containers Loew's Totals for Mobile Mini Storage Solutions: 1 invoice(s) listed.	\$10,650.24 \$10,650.24	\$0.00 \$0.00		\$10,650.24 \$10,650.24
NEW JERSEY REALTY ADVISORY GRO								
NEW JERSEY REALTY ADVISORY G	8/16/2022	7/27/2022	2131	Appraisal Services - 631 Grand Street Totals for NEW JERSEY REALTY ADVISORY GRO: 1 invoice(s) listed.	\$3,800.00 \$3,800.00	\$0.00 \$0.00		\$3,800.00 \$3,800.00
NJ ADVANCE MEDIA, LLC								
NJ ADVANCE MEDIA, LLC	8/16/2022	6/30/2022	XJERS4747218	Legal Advertisement / Annual Notice Totals for NJ ADVANCE MEDIA, LLC: 1 invoice(s) listed.	\$249.55 \$249.55	\$0.00 \$0.00		\$249.55 \$249.55
PUBLIC SERVICE ELECTRIC & GAS								
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/15/2022	42-497-031-18	Gas & Electric - 25 Journal Square	\$694.40	\$0.00		\$694.40
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-357-631-08	Gas & Electric - 292 MLK Dr - Floor 1	\$27.59	\$0.00		\$27.59
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-357-632-05	Gas & Electric - 292 MLK Dr - Floor 2	\$28.71	\$0.00		\$28.71
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-979-07	Gas & Electric - 665 Ocean Avenue - Office A	\$115.33	\$0.00		\$115.33
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-980-08	Gas & Electric - 665 Ocean Avenue - Office B	\$328.96	\$0.00		\$328.96
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	70-455-651-00	Gas & Electric - 405 Ocean Ave - HSE	\$5.23	\$0.00		\$5.23
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-971-09	Gas & Electric - 665 Ocean Avenue - Apt. 2A	\$174.61	\$0.00		\$174.61
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-972-06	Gas & Electric - 665 Ocean Avenue - Apt. 2B	\$82.22	\$0.00		\$82.22
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-973-03	Gas & Electric - 665 Ocean Avenue - Apt. 2C	\$80.28	\$0.00		\$80.28
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-974-00	Gas & Electric - 665 Ocean Avenue - Apt. 2D	\$76.87	\$0.00		\$76.87
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-975-08	Gas & Electric - 665 Ocean Avenue - Apt. 3A	\$67.91	\$0.00		\$67.91
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-976-05	Gas & Electric - 665 Ocean Avenue - Apt. 3B	\$30.39	\$0.00		\$30.39
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-977-02	Gas & Electric - 665 Ocean Avenue - Apt. 3C	\$56.93	\$0.00		\$56.93
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-978-18	Gas & Electric - 665 Ocean Avenue - Apt. 3D	\$42.04	\$0.00		\$42.04
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/21/2022	72-729-965-01	Gas & Electric - 665 Ocean Avenue - HSE	\$112.28	\$0.00		\$112.28
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/22/2022	75-481-965-04	Gas & Electric - 51 Crescent Avenue - Fl 1	\$26.45	\$0.00		\$26.45
PUBLIC SERVICE ELECTRIC & GAS	8/16/2022	7/26/2022	75-491-378-03	Gas & Electric - 51 Crescent Avenue - Fl 2	\$54.91	\$0.00		\$54.91
Totals for PUBLIC SERVICE ELECTRIC & GAS: 17 invoice(s) listed.					\$2,005.11	\$0.00		\$2,005.11
ROBERT NAPIORSKI								
ROBERT NAPIORSKI	8/16/2022	8/11/2022	August 2022	Reimbursement for Travel - 8/15 through 8/19 Totals for ROBERT NAPIORSKI: 1 invoice(s) listed.	\$660.23 \$660.23	\$0.00 \$0.00		\$660.23 \$660.23
Silagy Contracting, LLC.								
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-1	Lawn Maintenance & Trash Removal- 185 Dw	\$170.00	\$0.00		\$170.00

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.	8/16/2022	7/29/2022	12746-2	Lawn Maintenance & Trash Removal- 284 MI	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-3	Lawn Maintenance & Trash Removal - 174-1	\$650.00	\$0.00		\$650.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-4	Lawn Maintenance & Trash Removal - 292 M	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-6	Lawn Maintenance & Trash Removal- 326-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-7	Lawn Maintenance & Trash Removal- 408-4	\$340.00	\$0.00		\$340.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-8	Lawn Maintenance & Trash Removal- 199 Wc	\$190.00	\$0.00		\$190.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-10	Lawn Maintenance & Trash Removal- 665 Oc	\$240.00	\$0.00		\$240.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-11	Lawn Maintenance & Trash Removal - Manil	\$350.00	\$0.00		\$350.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-12	Lawn Maintenance & Trash Removal - 550 J	\$760.00	\$0.00		\$760.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-13	Lawn Maintenance & Trash Removal - 84 Sip	\$200.00	\$0.00		\$200.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-17	Lawn Maintenance & Trash Removal - 558 C	\$280.00	\$0.00		\$280.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-18	Lawn Maintenance & Trash Removal - 612-6	\$490.00	\$0.00		\$490.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-19	Lawn Maintenance & Trash Removal - 51 Cr	\$180.00	\$0.00		\$180.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-20	Lawn Maintenance & Trash Removal - 125 M	\$1,800.00	\$0.00		\$1,800.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-5	Lawn Maintenance & Trash Removal - 314 M	\$320.00	\$0.00		\$320.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-9	Lawn Maintenance & Trash Removal- 405-4	\$170.00	\$0.00		\$170.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-14	Lawn Maintenance & Trash Removal - 80 Ba	\$360.00	\$0.00		\$360.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-15	Lawn Maintenance & Trash Removal - 336-3	\$480.00	\$0.00		\$480.00
Silagy Contracting, LLC.	8/16/2022	7/29/2022	12746-16	Lawn Maintenance & Trash Removal - 1054 C	\$200.00	\$0.00		\$200.00
				Totals for Silagy Contracting, LLC.:	\$8,340.00	\$0.00		\$8,340.00
				20 invoice(s) listed.				
TOSHIBA FINANCIAL SERVICES								
TOSHIBA FINANCIAL SERVICES	8/16/2022	8/1/2022	July 2022	Payment for Copier Lease - July	\$1,381.99	\$0.00		\$1,381.99
				Totals for TOSHIBA FINANCIAL SERVICES:	\$1,381.99	\$0.00		\$1,381.99
				1 invoice(s) listed.				
UNITED WAY OF HUDSON COUNTY								
UNITED WAY OF HUDSON COUNT	8/16/2022	8/1/2022	July 2022	Case/Property Mngt Services at 665 Ocean A	\$4,791.67	\$0.00		\$4,791.67
				Totals for UNITED WAY OF HUDSON COUNTY:	\$4,791.67	\$0.00		\$4,791.67
				1 invoice(s) listed.				
VERIZON								
VERIZON	8/16/2022	7/23/2022	9909604033	Agency Cell Phone Bill - July 2022	\$183.87	\$0.00		\$183.87
				Totals for VERIZON:	\$183.87	\$0.00		\$183.87
				1 invoice(s) listed.				
VICTORIA BONNERS								
VICTORIA BONNERS	8/16/2022	8/5/2022	Fall -2021	Reimbursement - Tuition Rutgers Business S	\$5,000.00	\$0.00		\$5,000.00
VICTORIA BONNERS	8/16/2022	8/5/2022	Spring -2022	Reimbursement - Tuition Rutgers Business S	\$6,232.00	\$0.00		\$6,232.00

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: 2 invoice(s) listed.	\$11,232.00	\$0.00		\$11,232.00
Wielkotz & Company, LLC.								
Wielkotz & Company, LLC.	8/16/2022	7/1/2022	22-00085-02446	CFO Accounting Services Rendered July 20	\$7,500.00	\$0.00		\$7,500.00
Wielkotz & Company, LLC.	8/16/2022	8/1/2022	22-00085-02498	CFO Accounting Services Rendered August	\$7,500.00	\$0.00		\$7,500.00
				Totals for Wielkotz & Company, LLC.: 2 invoice(s) listed.	\$15,000.00	\$0.00		\$15,000.00
WORKZONE, LLC								
WORKZONE, LLC	8/16/2022	7/24/2022	8177	License and Hosting Fee - 7/24/22-10/23/202	\$900.00	\$0.00		\$900.00
				Totals for WORKZONE, LLC: 1 invoice(s) listed.	\$900.00	\$0.00		\$900.00
XEROX CORPORATION								
XEROX CORPORATION	8/16/2022	8/1/2022	July 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:					\$322,951.37	\$0.00		\$322,951.37

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: Next week (8/14/2022 to 8/20/2022)
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	8/16/2022	7/15/2022	0208287	Engineering Services - Bayfront Redevelopment	\$45,204.40	\$0.00		\$45,204.40
CME ASSOCIATES	8/16/2022	7/27/2022	0309946	Engineering Services - Bayfront Redevelopment	\$28,409.75	\$0.00		\$28,409.75
				Totals for CME ASSOCIATES:	\$73,614.15	\$0.00		\$73,614.15
JOSEPH M. SANZARI, INC.								
JOSEPH M. SANZARI, INC.	8/16/2022	7/29/2022	Payment # 14	Construction - Bayfront Redevelopment- Phase	\$154,851.17	\$0.00		\$154,851.17
				Totals for JOSEPH M. SANZARI, INC.:	\$154,851.17	\$0.00		\$154,851.17
New Jersey Dept. of Environmental Protection								
New Jersey Dept. of Environmental Protection	8/16/2022	8/11/2022	221507130	Bayfront- Kellogg PT Shroelien Restoration Project	\$6,000.00	\$0.00		\$6,000.00
				Totals for New Jersey Dept. of Environmental Protection:	\$6,000.00	\$0.00		\$6,000.00
NW FINANCIAL GROUP, LLC								
NW FINANCIAL GROUP, LLC	8/16/2022	6/30/2022	29299	Financial Advisory - Bayfront Redevelopment	\$2,040.00	\$0.00		\$2,040.00
				Totals for NW FINANCIAL GROUP, LLC:	\$2,040.00	\$0.00		\$2,040.00
Perkins Eastman Architects DPC								
Perkins Eastman Architects DPC	8/16/2022	7/12/2022	77961.00.0-14	Architectural Services - Bayfront Redevelopment	\$26,779.80	\$0.00		\$26,779.80
Perkins Eastman Architects DPC	8/16/2022	7/12/2022	77960.03.0-7	Architectural Services - Bayfront Redevelopment	\$9,625.70	\$0.00		\$9,625.70
Perkins Eastman Architects DPC	8/16/2022	1/11/2022	77961.00.0-8	Architectural Services - Bayfront Redevelopment	\$286.57	\$0.00		\$286.57
				Totals for Perkins Eastman Architects DPC:	\$36,692.07	\$0.00		\$36,692.07
POTOMAC-HUDSON ENVIRONMENTAL INC.								
POTOMAC-HUDSON ENVIRONMENTAL INC.	8/16/2022	7/11/2022	22.627.28	Environmental Services - Bayfront June 2022	\$12,746.00	\$0.00		\$12,746.00
				Totals for POTOMAC-HUDSON ENVIRONMENTAL INC.:	\$12,746.00	\$0.00		\$12,746.00
SWA/Balsley Landscape Architects								
SWA/Balsley Landscape Architects	8/16/2022	2/23/2022	1160	Professional Landscape/Architectural Svcs- Bayfront	\$15,123.75	\$0.00		\$15,123.75
				Totals for SWA/Balsley Landscape Architects:	\$15,123.75	\$0.00		\$15,123.75
GRAND TOTALS:					\$301,067.14	\$0.00		\$301,067.14

Jersey City Redevelopment Agency

Cash Requirements Report

INVESTORS BANK

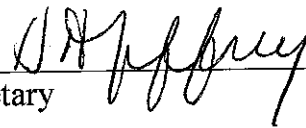
- Report name: Invoice Due Today-INVESTORS
- Show invoices open as of today
- Do not include invoices scheduled to be generated
- Calculate discounts as of today
- Include all invoice dates
- Include all post dates
- Include these due dates: Next week (8/14/2022 to 8/20/2022)
- Include all Post Statuses
- Include all Invoices
- Include all Vendors
- Include these Banks: Investors - Bayfront
- Include all Invoice Attributes
- Include all Vendor Attributes

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY APPROVING THE PERSONNEL LIST AS OF AUGUST 16, 2022

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Personnel List as of August 16, 2022

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Personnel List as of August 16, 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 August 16, 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	✓			

Regular Meeting
August 16, 2022,

A G E N D A

INFORMATIONAL ITEM:

Journal Square Redevelopment Area: 500 Summit Avenue Mazal LLC (the "Entity") was previously conditionally designated as redeveloper of Block 6904, Lots 11, 12, and 13, Block 9605, Lots 2.01, 3 and 4, and Block 10803, Lots 27.01 and 27.02, commonly referred to as 500 Summit Avenue. From February 2022 to present, the Agency has submitted requests to the Entity for certain deliverables and payment as a prerequisite to the Board of Commissioners' consideration of a redevelopment agreement with the Entity. In its most recent correspondence to the Entity dated June 15, 2022, the Agency notified the Entity that if the required steps are not taken by July 19, 2022, then the Agency will cease negotiation of a redevelopment agreement with the Entity. To date, the Entity has not performed the actions necessary for the Agency to present a redevelopment agreement to the Board of Commissioners. Accordingly, the Agency has ceased negotiation with the Entity and considers this matter terminated.