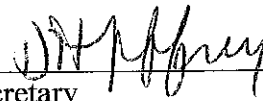


**RESOLUTION OF THE BOARD OF
COMMISSIONERS OF THE JERSEY CITY
REDEVELOPMENT AGENCY APPROVING THE
MINUTES OF THE REGULAR REMOTE PUBLIC
MEETING OF AUGUST 16, 2022**

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 September 20th, 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
AUGUST 16, 2022**

WHEREAS, the Board of Commissioners approved going into closed session at their meetings of August 16, 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 September 20th, 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 QUALIFYING VARIOUS ENGINEERING FIRMS TO PROVIDE PROFESSIONAL ENGINEERING SERVICES IN ALL PROJECT AREAS

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**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires the services of firms to provide general civil engineering services including, but not limited to, preparing applications for, and assisting the Agency in obtaining, permits from governing agencies, bid review, technical documentation preparation, contract administration and observation, and providing general engineering support services, in connection with certain engineering projects throughout the City as further described in the RFQ (as defined herein), a copy of which is on file with the Agency (the “**Engineering Services**”); and

WHEREAS, in compliance with *N.J.S.A. 19:44A-20.4 et seq.* (the “**Pay-to-Play Law**”), on June 22, 2021, the Agency issued a Request for Qualifications for the Engineering Services (“**RFQ**”); and

WHEREAS, the Agency received eight-teen (18) qualification statements in response to the RFQ, all of which were reviewed and evaluated by Agency staff; and

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

1. GEI Consultants
2. BRS
3. Roberts Engineering Group LLC
4. Colliers Engineering & Design
5. CME Associates
6. French & Parrello Associates
7. Matrix New World Engineering
8. Tectonic
9. PS&S
10. T&M
11. EnGenuity Infrastructure
12. Boswell Engineering
13. Langan
14. SCE - Suburban Consulting Engineers
15. Bright view Engineering
16. Neglia
17. MFS Engineers & Surveyors
18. Alaimo Group

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

WHEREAS, the qualification term will be one (1) year, with fees for the Engineering Services varying from project to project, as shall be defined in subsequent authorization by the Board of Commissioners for such project.

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


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

Section 2. The above-listed firms are hereby approved and qualified for one (1) year from the date hereof to provide the Engineering Services, subject to subsequent authorization by the Board of Commissioners, if and as needed, to enter into professional services agreement(s) with the Agency to provide Engineering Services as identified in the RFQ.

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

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 September 20, 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 QUALIFYING VARIOUS ENVIRONMENTAL FIRMS TO PROVIDE PROFESSIONAL ENVIRONMENTAL SERVICES WITHIN ALL PROJECT AREAS

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**”) with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, the Agency has secured multiple U.S. Environmental Protection Agency (the “**EPA**”) grants to help fund the Agency’s Environmental Brownfields Program; and

WHEREAS, in addition, the Agency continues to secure State Hazardous Discharge Site Investigation Fund (“**HDSRF**”) grants as well as other funding for investigation and remediation activities associated with the its Brownfields Program, which involves conducting environmental investigations, remediation, planning, and other related activities in connection with redevelopment within the City; and

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, the Agency requires the services of persons and/or firms including, but not limited to, Licensed Site Remediation Professionals (“**LSRP(s)**”) to provide professional environmental services in connection with redevelopment within the City including, but not limited to, performing Phase I, II, III investigations and reporting; conducting geophysical surveys; monitoring well installations and sampling, and underground tank removals; GIS mapping services; project management; preparing draft and final reports detailing sampling procedures, testing protocols, results and conclusions and any recommendations; prior to sampling, preparing work plans, health and safety plans, and quality control/quality assurance plans for each site(s) (if required), and other related tasks, as further described in the RFQ (as defined herein), a copy of which is on file with the Agency (the “**Environmental Services**”); and

WHEREAS, in compliance with *N.J.S.A. 19:44A-20.4 et seq.* (the “**Pay-to-Play Law**”), on June 22, 2021, the Agency issued a Request for Qualifications for the Environmental Services (“**RFQ**”); and

WHEREAS, the Agency received twenty-one (21) qualification statements in response to the RFQ, all of which were reviewed and evaluated by Agency staff; and

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

1. CME Associates
2. New Jersey Environmental Services/ Gina Cruz
3. GEI
4. BRS Solutions
5. BATTA Environmental Services
6. Whitman
7. EnGenuity Infrastructure
8. VHB
9. Matrix New World
10. McLick Tully & Associates
11. Lewis Consulting Group
12. TTI Environmental, Inc.
13. Prestige Environmental, Inc.
14. T & M Associates
15. PS&S
16. Boswell Environmental
17. Colliers
18. Langan
19. H2M Architects & Engineers
20. French & Parrello Associates
21. Suburban Consulting Engineers

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

WHEREAS, the qualification term will be one (1) year, with fees for the Environmental Services varying from project to project, as shall be defined in subsequent authorization by the Board of Commissioners for such project.

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

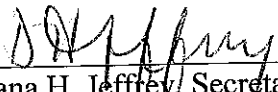
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The above-listed firms are hereby approved and qualified for one (1) year from the date hereof on an as-needed basis to provide the Environmental Services, subject to subsequent authorization by the Board of Commissioners, if and as needed, to enter into professional services agreement(s) with the Agency to provide Environmental Services, including but not limited to those identified in the RFQ.

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

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 September 20, 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 EXTENDING THE DESIGNATION OF BRP DEVELOPMENT GROUP AS THE REDEVELOPER OF PROPERTIES IDENTIFIED AS PROPOSED DEVELOPMENT LOTS 25 AND 31 A/K/A PORTIONS OF BLOCK 21901.01, LOTS 4 AND 6 WITHIN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, on October 10, 2018, the City adopted an ordinance authorizing public financing for the acquisition of 70 acres of development parcels and construction of public infrastructure for the initial phase(s) of the redevelopment of the Redevelopment Area; and

WHEREAS, Phase I of the Bayfront redevelopment consists of portions of Block 21901.01, Lots 4, 5 and 6 (the “**Phase I Development Area**”); and

WHEREAS, in connection with the redevelopment of the Phase I Development Area, the City entered into a certain Cooperation Agreement with the Jersey City Redevelopment Agency (the “**Agency**”) pursuant to which the Agency developed and issued a Request for Proposals for the Acquisition and Development of the Phase I Development Area within the Bayfront I Redevelopment Area on June 3, 2019 (the “**RFP**”); and

WHEREAS, in furtherance of the collective goals and based on the criteria set forth in the RFP and a thorough analysis of the respective proposals, on June 16, 2020, the Agency adopted Resolution No. 20-06-03 conditionally designating BRP Development Group (the “**Redeveloper**”) as the redeveloper for a portion of the Phase I Development Area, proposed development lots 25 and 31 (the “**Project Site**”), which designation was subsequently extended on April 19, 2022, by Resolution No. 22-04-06; and

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

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

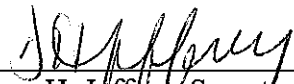
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

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

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 20, 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 EXTENDING THE DESIGNATION OF BRP DEVELOPMENT GROUP AS THE REDEVELOPER OF PROPERTIES IDENTIFIED AS PROPOSED DEVELOPMENT LOTS 25 AND 31 A/K/A PORTIONS OF BLOCK 21901.01, LOTS 4 AND 6 WITHIN THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, on October 10, 2018, the City adopted an ordinance authorizing public financing for the acquisition of 70 acres of development parcels and construction of public infrastructure for the initial phase(s) of the redevelopment of the Redevelopment Area; and

WHEREAS, Phase I of the Bayfront redevelopment consists of portions of Block 21901.01, Lots 4, 5 and 6 (the "**Phase I Development Area**"); and

WHEREAS, in connection with the redevelopment of the Phase I Development Area, the City entered into a certain Cooperation Agreement with the Jersey City Redevelopment Agency (the "**Agency**") pursuant to which the Agency developed and issued a Request for Proposals for the Acquisition and Development of the Phase I Development Area within the Bayfront I Redevelopment Area on June 3, 2019 (the "**RFP**"); and

WHEREAS, in furtherance of the collective goals and based on the criteria set forth in the RFP and a thorough analysis of the respective proposals, on June 16, 2020, the Agency adopted Resolution No. 20-06-03 conditionally designating BRP Development Group (the "**Redeveloper**") as the redeveloper for a portion of the Phase I Development Area, proposed development lots 25 and 31 (the "**Project Site**"), which designation was subsequently extended on January 18, 2022 by Resolution No. 22-01-04; and

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

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.

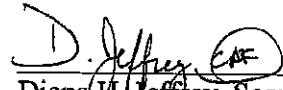
Section 2. The designation as redeveloper of the Project Site previously granted to Redeveloper is hereby extended until August 31, 2022, which date may be extended by the

Executive Director in her sole discretion for one (1) additional period of sixty (60) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Project Site.

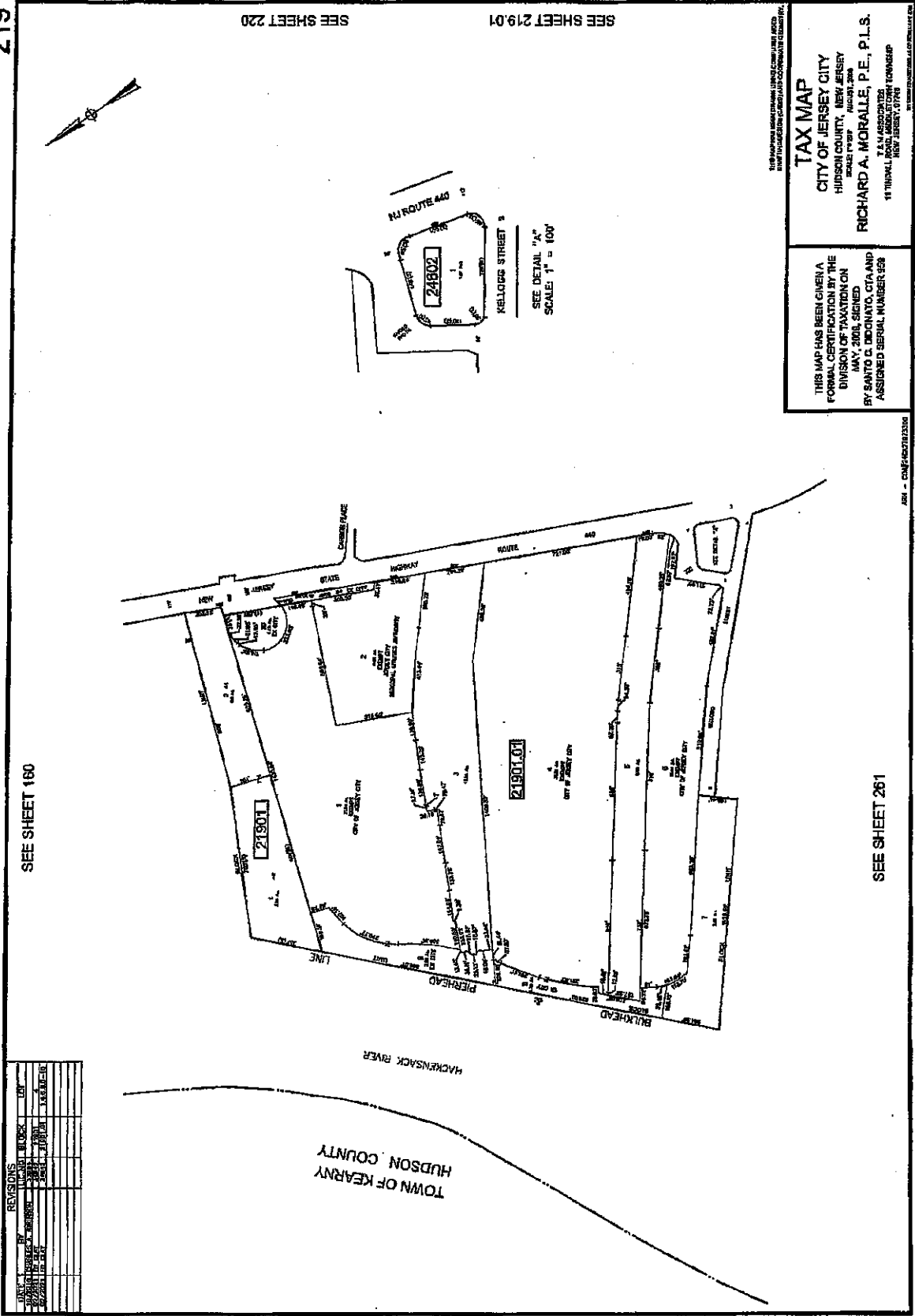
Section 3. The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

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 April 19, 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 CHANGE ORDER #4 AND CHANGE ORDER #5 TO CONTRACT NO. 20-12-MPN8 WITH JOSEPH M. SANZARI, INC. FOR THE PHASE 1A SURCHARGE PROGRAM WITHIN THE BAYFRONT I REDEVELOPMENT AREA

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

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

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

WHEREAS, in connection with the Phase I Public Infrastructure, it was necessary to procure a construction firm to conduct certain site preparation work known as “surcharge”, and in accordance with the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”) on December 9, 2020, the Agency issued a solicitation for bids (the “**Bid Solicitation**”) for the Bayfront I Redevelopment – Phase 1A Surcharge Program (the “**Surcharge Project**”); and

WHEREAS, in response to the Bid Solicitation, on February 25, 2021, the Agency conducted a live virtual bid opening and received sixteen (16) bids from interested construction firms; and

WHEREAS, the Agency previously retained CME Associates (“**CME**”) to assist in the preparation and review of the Bid Solicitation and provide construction management for the Surcharge Project, and having reviewed all of the bids received by the Agency in connection with the Surcharge Project, CME determined that the bid proposal from Joseph M. Sanzari, Inc. of Hackensack, New Jersey (“**Sanzari**”) for an amount not to exceed Four Million Four Hundred Fifty-Eight Thousand Ninety and 00/100 Dollars (\$4,458,090.00) (the “**Initial Contract Amount**”) was the lowest responsible bid; and

WHEREAS, by Resolution No. 21-03-06, the Agency awarded Contract No. 20-12-MPN8 “Bayfront 1 Redevelopment – Phase 1A, Surcharge Program” to Sanzari (the “**Contract**”) to perform the Surcharge Project, as the lowest responsible bidder; and

WHEREAS, by Resolution No. 21-11-05 adopted November 9, 2021, the Agency authorized Change Order #1 to the Contract, which increased the Contract amount by \$181,440.00, for a new total Contract amount not to exceed \$4,639,530.00, and extended the time for completion of the Surcharge Project until July 7, 2022; and

WHEREAS, by Resolution No. 22-02-3 adopted February 15, 2022, the Agency authorized Change Order #2 to the Contract, which revised the Contract quantities (i) to allow the addition of extra and supplemental work to effect economies, improve service, and resolve minor problems; and (ii) to reduce certain Contract quantities; and

WHEREAS, by Resolution No. 22-06-4 adopted June 21, 2022, the Agency authorized Change Order #3 to the Contract, which extended the Contract time by ninety (90) days in order to allow Sanzari to acquire suitable materials for the area north of Grand Boulevard Westbound, for a new completion deadline of October 5, 2022; and

WHEREAS, the Agency wishes to authorize Change Order #4 to the Contract to revise the contract quantities to reflect those materials actually ordered and to allow the addition of extra and supplemental work, resulting in a net increase to the Contract amount of \$109,011.98, for a new total Contract amount not to exceed \$4,748,541.98; and

WHEREAS, the Agency also wishes to authorize Change Order #5 to extend the Contract time by seventy-five (75) days in order to provide additional time to allow Sanzari to satisfactorily complete the Surcharge Project in light of site conditions and availability of materials, for a new completion deadline of December 19, 2022; and

WHEREAS, 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.

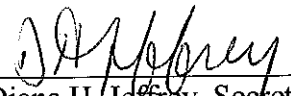
Section 2. Change Order #4 is hereby approved for a new total Contract amount not to exceed \$4,748,541.98.

Section 3. Change Order #5 is hereby approved and the time for completion is hereby extended to December 19, 2022.

Section 4. The Chair, Vice-Chair, Executive Director and/or the Secretary of the Agency are each hereby authorized to execute Change Order #4 and Change Order #5, and 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 September 20, 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	/			



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

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

August 18, 2022

SENT VIA MAIL AND EMAIL [DJeffrey@jcra.org]

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

Attn: Diana H. Jeffrey
Executive Director

**RE: Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
Jersey City, New Jersey
JCRA Contract No.: 20-12-MPN8
Our File No.: PJC00503.01**

Dear Ms. Jeffrey:

Enclosed for your use to prepare the authorizing Resolution, please find one (1) original partially executed copy of JCRA Change Order No. 4, dated August 10, 2022, and supporting documentation for the above referenced project. Original fully executed copies re-signed by the Contractor (Joseph M. Sanzari, Inc.) and the Consulting Engineer's Office (CME Associates) will be provided after a copy of the Resolution authorizing the approval of the Change Order is received by our office.

As indicated on the enclosed Change Order, the nature and reason for change is to revise the contract quantities to allow the addition of extra and supplemental work. The work would appear to qualify as a minor modification to effect economies, improve service and resolve minor problems. It does not appear to materially expand upon the size, nature, or scope of the project as it was originally described in the bid specification nor could the extra work reasonably be effectuated by a separate bid contract without imposing adverse cost consequences.

Pursuant to the above, some of the contract quantities have been amended to reflect those materials actually ordered and include increases and reductions in same based upon site conditions.

Please note the following Change Order Summary:

- JCRA Change Order No. 4 Total Net Increase or Decrease = \$109,011.98
- Original Contract Amount = \$4,458,090.00
- Adjusted Contract Amount Based on JCRA Change Order No. 1 = \$4,639,530.00
- Adjusted Contract Amount Based on JCRA Change Order No. 2 = \$4,639,530.00



Ms. Diana H. Jeffrey
Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
Jersey City, New Jersey
August 18, 2022
Page 2

- Adjusted Contract Amount Based on JCRA Change Order No. 3 = \$4,639,530.00
- Adjusted Contract Amount Based on JCRA Change Order No. 4 = \$4,748,541.98

Accordingly, we recommend approval of JCRA Change Order No. 4.

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

Very truly yours,
CME Associates

Robert J. Russo, PE, PP, CME
Principal

RJR/RER/AG
Enclosure(s)

cc: Christopher Fiore, Assistant Executive Director, JCRA, SENT VIA EMAIL
[FioreC@jcnj.org]
Victoria Bonners, JCRA, SENT VIA EMAIL [VBonners@jcnj.org]
Glenn Stock, Stock Development Group, Inc., SENT VIA EMAIL
[GStock@stockdevgroup.com]
Matthew B. Wielkotz, SENT VIA EMAIL [MBW@w-cpa.com]
Timothy E. Murray, Sr., Project Manager, Joseph M. Sanzari, Inc., SENT VIA EMAIL
[TMurray@jmsanzari.com]

CME ASSOCIATES
3141 BORDENTOWN AVENUE
PARLIN, NJ 08659

Date: August 10, 2022
Our File No.: PJC00503.01

JCRA CHANGE ORDER NO. 4

PROJECT NAME: BAYFRONT 1 REDEVELOPMENT - PHASE 1A, SURCHARGE PROGRAM

OWNER: JERSEY CITY REDEVELOPMENT AGENCY

CONTRACTOR: JOSEPH M. SANZARI, INC., 100 WEST FRANKLIN STREET, HACKENSACK, NJ 07601

You are hereby advised of the following changes in contract quantities or in the case of supplemental work, you agree to its performance by your firm at the prices stated herein.

LOCATION OF CHANGE

Bayfront 1 Redevelopment - Phase 1A, Surcharge Program

NATURE AND REASON FOR CHANGE

To revise the contract quantities to allow the addition of extra and supplemental work.

The work would appear to qualify as a minor modification to effect economies, improve service and resolve minor problems. It does not appear to materially expand upon the size, nature, or scope of the project as it was originally described in the bid specification nor could the extra work reasonably be effectuated by a separate bid contract without imposing adverse cost consequences.

ITEM	DESCRIPTION	CONTRACT QUANTITY	U/M	UNIT PRICE	AMENDED QUANTITY	AMENDED EXTENSION	INCREASE/DECREASE
1	PERFORMANCE BOND AND PAYMENT BOND	1.00	DOLL	\$36,000.00	1.00	\$36,000.00	\$0.00
2	BAR CHART PROGRESS SCHEDULE AND UPDATES	1.00	LS	\$2,250.00	1.00	\$2,250.00	\$0.00
3	MOBILIZATION IN ACCORDANCE WITH N.J.A.C. 7:14-2.9	1.00	LS	\$440,000.00	1.00	\$440,000.00	\$0.00
4	FIELD OFFICE TYPE A SET UP	1.00	UN	\$22,000.00	1.00	\$22,000.00	\$0.00
5	FIELD OFFICE TYPE A MAINTENANCE	15.00	MON	\$3,000.00	15.00	\$45,000.00	\$0.00
6	CONSTRUCTION LAYOUT	1.00	DOLL	\$100,000.00	1.00	\$100,000.00	\$0.00
7	CAUTION FENCE	5,755.00	LF	\$6.00	0.00	\$0.00	(\$34,530.00)
8	SILT FENCE	5,920.00	LF	\$6.00	5,920.00	\$35,520.00	\$0.00
9	INLET FILTER, TYPE 1	65.00	SF	\$75.00	0.00	\$0.00	(\$4,875.00)
10	CONSTRUCTION DRIVEWAY, 12" THICK	645.00	SY	\$17.00	645.00	\$10,965.00	\$0.00
11	ODOR AND DUST CONTROL	1.00	LS	\$250,000.00	1.00	\$250,000.00	\$0.00
12	BREAKAWAY BARRICADE, IF AND WHERE DIRECTED	50.00	UN	\$1.00	0.00	\$0.00	(\$50.00)
13	DRUM, IF AND WHERE DIRECTED	50.00	UN	\$1.00	40.00	\$40.00	(\$10.00)
14	TRAFFIC CONE, IF AND WHERE DIRECTED	100.00	UN	\$1.00	25.00	\$25.00	(\$75.00)
15	CONSTRUCTION SIGNS, IF AND WHERE DIRECTED	525.00	SF	\$20.00	0.00	\$0.00	(\$10,500.00)
16	CONSTRUCTION IDENTIFICATION SIGN, 4' X 8', IF AND WHERE DIRECTED	1.00	UN	\$900.00	0.00	\$0.00	(\$900.00)
17	CONSTRUCTION BARRIER CURB, IF AND WHERE DIRECTED	525.00	LF	\$19.00	0.00	\$0.00	(\$9,975.00)
18	FLASHING ARROW BOARD, 4' X 6', IF AND WHERE DIRECTED	1.00	UN	\$450.00	0.00	\$0.00	(\$450.00)
19	PORTABLE VARIABLE MESSAGE SIGN, IF AND WHERE DIRECTED	2.00	UN	\$1,500.00	2.00	\$3,000.00	\$0.00
20	TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION, IF AND WHERE DIRECTED	2.00	UN	\$1,000.00	0.00	\$0.00	(\$2,000.00)
21	TRAFFIC STRIPES, LATEX 4", IF AND WHERE DIRECTED	1,050.00	LF	\$1.00	0.00	\$0.00	(\$1,050.00)
22	TRAFFIC MARKINGS LINES, LATEX 4", IF AND WHERE DIRECTED	525.00	LF	\$1.00	0.00	\$0.00	(\$525.00)
23	TRAFFIC DIRECTOR, FLAGGER, IF AND WHERE DIRECTED	80.00	HR	\$100.00	0.00	\$0.00	(\$8,000.00)
24	UNIFORMED POLICE TRAFFIC DIRECTOR, IF AND WHERE DIRECTED	1.00	ALL	\$10,000.00	0.00	\$0.00	(\$10,000.00)
25	FUEL PRICE ADJUSTMENT	1.00	ALL	\$16,700.00	1.00	\$16,700.00	\$0.00

ITEM	DESCRIPTION	CONTRACT QUANTITY U/M	UNIT PRICE	AMENDED QUANTITY	AMENDED EXTENSION	INCREASE/ DECREASE
26	FINAL CLEANUP	1.00 LS	\$10,000.00	1.00	\$10,000.00	\$0.00
27	CLEARING SITE	1.00 LS	\$40,000.00	1.00	\$40,000.00	\$0.00
28	EXCAVATION, TEST PIT	100.00 CY	\$47.00	5.07	\$238.29	(\$4,461.71)
29	EXCAVATION, UNCLASSIFIED, IF AND WHERE DIRECTED	100.00 CY	\$20.00	0.00	\$0.00	(\$2,000.00)
30	EXCAVATION, REGULATED MATERIAL, IF AND WHERE DIRECTED	100.00 CY	\$20.00	0.00	\$0.00	(\$2,000.00)
31	SOIL SAMPLING AND ANALYSES, REGULATED MATERIAL, IF AND WHERE DIRECTED	5.00 UN	\$2,000.00	0.00	\$0.00	(\$10,000.00)
32	DISPOSAL OF REGULATED MATERIAL, IF AND WHERE DIRECTED	185.00 TON	\$70.00	0.00	\$0.00	(\$12,950.00)
33	PERMANENT ROADWAY EMBANKMENT AND SITE FILLS	98,555.00 CY	\$16.00	101,860.20	\$1,629,763.20	\$52,883.20
34	TEMPORARY SURCHARGE EMBANKMENT	1.00 LS	\$385,000.00	1.00	\$385,000.00	\$0.00
35	REMOVAL, RELOCATION, AND STOCKPILING OF SURCHARGE EMBANKMENT FILLS AND REMAINING STOCKPILE MATERIALS	1.00 LS	\$240,000.00	1.00	\$240,000.00	\$0.00
36	GEOTECHNICAL INSTRUMENTATION	1.00 LS	\$470,000.00	1.075957	\$505,700.00	\$35,700.00
37	COLLECT UNDISTURBED SAMPLES	20.00 UN	\$450.00	17.00	\$7,650.00	(\$1,350.00)
38	SUPPLEMENTARY EXPLORATORY TEST BORINGS	360.00 LF	\$94.00	357.00	\$33,558.00	(\$282.00)
39	TEMPORARY SURCHARGE RETAINING WALL	18,210.00 SF	\$18.00	18,027.29	\$324,491.22	(\$21,288.78)
40	15" HIGH DENSITY POLYETHYLENE PIPE	715.00 LF	\$25.00	646.00	\$16,150.00	(\$1,725.00)
41	15" HIGH DENSITY POLYETHYLENE PIPE FLARED END SECTION	8.00 UN	\$750.00	8.00	\$6,000.00	\$0.00
42	CONDUIT OUTLET PROTECTION AREA W/ MEDIAN STONE d50 (4")	20.00 CY	\$125.00	20.00	\$2,500.00	\$0.00
43	PRE-FORMED SCOUR HOLE AREA W/ MEDIAN STONE d50 (6")	5.00 CY	\$125.00	5.00	\$625.00	\$0.00
44	RECONSTRUCT MONITORING WELL	5.00 UN	\$1,600.00	5.00	\$8,000.00	\$0.00
45	RECONSTRUCT UNDERDRAIN ACCESS MANHOLE	3.00 UN	\$1,500.00	3.00	\$4,500.00	\$0.00
46	ALLOWANCE FOR WORK UNSPECIFIED	1.41 ALL	\$100,000.00	1.4128	\$141,280.00	\$0.00
SA-1	I-13 PERMANENT ROADWAY EMBANKMENT AND SITE FILLS	9,000.00 CY	\$30.24	8,612.80	\$260,451.07	(\$11,708.93)
SA-2	CONTRACT TIME EXTENSION	435.00 DAY	\$0.00	525.00	\$0.00	\$0.00
SA-3	ADDITIONAL PROJECT OVERHEAD FOR CONTRACT TIME EXTENSION	0.00 LS	\$78,640.07	1.00	\$78,640.07	\$78,640.07
SA-4	OVERHEAD, EQUIPMENT, LABOR AND PROFIT COST FOR ITEM SA-1: I-13 PERMANENT ROADWAY EMBANKMENT AND SITE FILLS	0.00 CY	\$10.74	8,612.80	\$92,495.13	\$92,495.13

JCRA CHANGE ORDER NO. 4 TOTAL NET INCREASE OR DECREASE: \$109,011.98
ORIGINAL CONTRACT AMOUNT: \$4,458,090.00
ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 1: \$4,639,530.00
ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 2: \$4,639,530.00
ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 3: \$4,639,530.00
ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 4: \$4,748,541.98

CONTRACTOR

CONSULTING ENGINEER'S OFFICE

JCRA DIRECTOR

AUTHORIZED BY RESOLUTION NO.:

DATED:



JCRA Change Order No. 4
Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
Jersey City, New Jersey
JCRA Contract No.: 20-12-MPN8
Our File No.: PJC00503.01
August 10, 2022
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INCREASE ITEMS:

Item 33 **PERMANENT ROADWAY EMBANKMENT AND SITE FILLS**

Increase from:	98,555.00 CY	to	101,860.20 CY
Difference:	3,305.20 CY	@	\$16.00 /CY
TOTAL AMOUNT INCREASE:			\$52,883.20

Based upon site conditions and quantities not accounted for, additional quantity is required to satisfactorily complete the project.

Item 36 **GEOTECHNICAL INSTRUMENTATION**

Increase from:	1.00 LS	to	1.08 LS
Difference:	0.08 LS	@	\$470,000.00 /LS
TOTAL AMOUNT INCREASE:			\$35,700.00

Based upon the contract time extension authorized by the JCRA Change Order Nos. 2 and 3, additional time for maintaining and monitoring the geotechnical instrumentation is required to satisfactorily complete the project.

Item SA-3 **ADDITIONAL PROJECT OVERHEAD FOR CONTRACT TIME EXTENSION**

Increase from:	0.00 LS	to	1.00 LS
Difference:	1.00 LS	@	\$78,640.07 /LS
TOTAL AMOUNT INCREASE:			\$78,640.07

It should be noted that the additional project overhead is to provide the Contractor with compensation for overhead and profit costs associated with the contract time extension authorized by JCRA Change Order Nos. 2 and 3. Based upon site conditions and the availability of permanent roadway embankment and fill material from the supplier, additional time was required to satisfactorily complete the project.



JCRA Change Order No. 4
Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
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Item SA-4 **OVERHEAD, EQUIPMENT, LABOR AND PROFIT COSTS FOR ITEM SA-1: I-13 PERMANENT ROADWAY EMBANKMENT AND SITE FILLS**

Increase from:	0.00	CY	to	8,612.80	CY
Difference:	8,612.80	CY	@	\$10.74	/CY
TOTAL AMOUNT INCREASE:				\$92,495.13	

Based upon overhead, equipment, labor and profit costs not accounted for in JCRA Change Order Nos. 1 and 2, for item SA-1: I-13 Permanent Roadway Embankment and Site Fills.

DECREASE ITEMS:

Item 7 **CAUTION FENCE**

Decrease from:	5,755.00	LF	to	0.00	LF
Difference:	(5,755.00)	LF	@	\$6.00	/LF
TOTAL AMOUNT DECREASE:				(\$34,530.00)	

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 9 **INLET FILTER, TYPE 1**

Decrease from:	65.00	SF	to	0.00	SF
Difference:	(65.00)	SF	@	\$75.00	/SF
TOTAL AMOUNT DECREASE:				(\$4,875.00)	

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.



JCRA Change Order No. 4
Bayfront 1 Redevelopment – Phase 1A,
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Jersey City, New Jersey
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Item 12 **BREAKAWAY BARRICADE, IF AND WHERE DIRECTED**

Decrease from:	50.00 UN	to	0.00 UN
Difference:	(50.00) UN	@	\$1.00 /UN
TOTAL AMOUNT DECREASE:			(\$50.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 13 **DRUM, IF AND WHERE DIRECTED**

Decrease from:	50.00 UN	to	40.00 UN
Difference:	(10.00) UN	@	\$1.00 /UN
TOTAL AMOUNT DECREASE:			(\$10.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 14 **TRAFFIC CONE, IF AND WHERE DIRECTED**

Decrease from:	100.00 UN	to	25.00 UN
Difference:	(75.00) UN	@	\$1.00 /UN
TOTAL AMOUNT DECREASE:			(\$75.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.



JCRA Change Order No. 4
Bayfront 1 Redevelopment – Phase 1A,
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Jersey City, New Jersey
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Item 15 **CONSTRUCTION SIGNS, IF AND WHERE DIRECTED**

Decrease from:	525.00 SF	to	0.00 SF
Difference:	(525.00) SF	@	\$20.00 /SF
TOTAL AMOUNT DECREASE:			(\$10,500.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 16 **CONSTRUCTION IDENTIFICATION SIGN, 4' X 8', IF AND WHERE DIRECTED**

Decrease from:	1.00 UN	to	0.00 UN
Difference:	(1.00) UN	@	\$900.00 /UN
TOTAL AMOUNT DECREASE:			(\$900.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 17 **CONSTRUCTION BARRIER CURB, IF AND WHERE DIRECTED**

Decrease from:	525.00 LF	to	0.00 LF
Difference:	(525.00) LF	@	\$19.00 /LF
TOTAL AMOUNT DECREASE:			(\$9,975.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.



JCRA Change Order No. 4
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Item 18 **FLASHING ARROW BOARD, 4' X 8', IF AND WHERE DIRECTED**

Decrease from:	1.00 UN	to	0.00 UN
Difference:	(1.00) UN	@	\$450.00 /UN
TOTAL AMOUNT DECREASE:			(\$450.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 20 **TRAFFIC CONTROL TRUCK WITH MOUNTED CRASH CUSHION, IF AND WHERE DIRECTED**

Decrease from:	2.00 UN	to	0.00 UN
Difference:	(2.00) UN	@	\$1,000.00 /UN
TOTAL AMOUNT DECREASE:			(\$2,000.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 21 **TRAFFIC STRIPES, LATEX 4", IF AND WHERE DIRECTED**

Decrease from:	1,050.00 LF	to	0.00 LF
Difference:	(1,050.00) LF	@	\$1.00 /UN
TOTAL AMOUNT DECREASE:			(\$1,050.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.



JCRA Change Order No. 4
Bayfront 1 Redevelopment – Phase 1A,
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Item 22 **TRAFFIC MARKINGS LINES, LATEX 4", IF AND WHERE DIRECTED**

Decrease from:	525.00 LF	to	0.00 LF
Difference:	(525.00) LF	@	\$1.00 /LF
TOTAL AMOUNT DECREASE:			(\$525.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 23 **TRAFFIC DIRECTOR, FLAGGER, IF AND WHERE DIRECTED**

Decrease from:	80.00 HR	to	0.00 HR
Difference:	(80.00) HR	@	\$100.00 /HR
TOTAL AMOUNT DECREASE:			(\$8,000.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 24 **UNIFORMED POLICE TRAFFIC DIRECTOR, IF AND WHERE DIRECTED**

Decrease from:	1.00 ALL	to	0.00 ALL
Difference:	(1.00) ALL	@	\$10,000.00 /ALL
TOTAL AMOUNT DECREASE:			(\$10,000.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.



JCRA Change Order No. 4
Bayfront 1 Redevelopment – Phase 1A,
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Jersey City, New Jersey
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Item 28 **EXCAVATION, TEST PIT**

Decrease from:	100.00 CY	to	5.07 CY
Difference:	(94.93) CY	@	\$47.00 /CY
TOTAL AMOUNT DECREASE:			(\$4,461.71)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 29 **EXCAVATION, UNCLASSIFIED, IF AND WHERE DIRECTED**

Decrease from:	100.00 CY	to	0.00 CY
Difference:	(100.00) CY	@	\$20.00 /CY
TOTAL AMOUNT DECREASE:			(\$2,000.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 30 **EXCAVATION, REGULATED MATERIAL, IF AND WHERE DIRECTED**

Decrease from:	100.00 CY	to	0.00 CY
Difference:	(100.00) CY	@	\$20.00 /CY
TOTAL AMOUNT DECREASE:			(\$2,000.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.



JCRA Change Order No. 4
Bayfront 1 Redevelopment – Phase 1A,
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Item 31 **SOIL SAMPLING AND ANALYSES, REGULATED MATERIAL, IF AND WHERE DIRECTED**

Decrease from:	5.00 UN	to	0.00 UN
Difference:	(5.00) UN	@	\$2,000.00 /UN
TOTAL AMOUNT DECREASE:			(\$10,000.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 32 **DISPOSAL OF REGULATED MATERIAL, IF AND WHERE DIRECTED**

Decrease from:	185.00 TON	to	0.00 TON
Difference:	(185.00) TON	@	\$70.00 /TON
TOTAL AMOUNT DECREASE:			(\$12,950.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 37 **COLLECT UNDISTURBED SAMPLES**

Decrease from:	20.00 UN	to	17.00 UN
Difference:	(3.00) UN	@	\$450.00 /UN
TOTAL AMOUNT DECREASE:			(\$1,350.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.



JCRA Change Order No. 4
Bayfront 1 Redevelopment – Phase 1A,
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Jersey City, New Jersey
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Item 38 **SUPPLEMENTARY EXPLORATORY TEST BORINGS**

Decrease from:	360.00 LF	to	357.00 LF
Difference:	(3.00) LF	@	\$94.00 /LF
TOTAL AMOUNT DECREASE:			(\$282.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 39 **TEMPORARY SURCHARGE RETAINING WALL**

Decrease from:	19,210.00 SF	to	18,027.29 SF
Difference:	(1,182.71) SF	@	\$18.00 /SF
TOTAL AMOUNT DECREASE:			(\$21,288.78)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

Item 40 **15" HIGH DENSITY POLYETHYLENE PIPE**

Decrease from:	715.00 LF	to	646.00 LF
Difference:	(69.00) LF	@	\$25.00 /LF
TOTAL AMOUNT DECREASE:			(\$1,725.00)

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.



JCRA Change Order No. 4
Bayfront 1 Redevelopment – Phase 1A,
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Jersey City, New Jersey
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Item SA-1 **I-13 PERMANENT ROADWAY EMBANKMENT AND SITE FILLS**

Decrease from:	9,000.00	CY	to	8,612.80	CY
Difference:	(387.20)	CY	@	\$30.24	/CY
TOTAL AMOUNT DECREASE:				(\$11,708.93)	

Based upon site conditions, this quantity was not utilized and is being reduced to reflect those materials actually ordered.

SUMMARY:

Original Contract Amount	\$4,458,090.00
Adjusted Contract Amount Based on JCRA Change Order No. 1	\$4,639,530.00
Adjusted Contract Amount Based on JCRA Change Order No. 2	\$4,639,530.00
Adjusted Contract Amount Based on JCRA Change Order No. 3	\$4,639,530.00
JCRA Change Order No. 4	
Total Net Increase or Decrease	\$109,011.98
Adjusted Contract Amount	\$4,748,541.98



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

TIM W. GILLEN, PE, PP, CME (1981-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

September 9, 2022

SENT VIA MAIL AND EMAIL [DJeffrey@icnj.org]

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

Attn: Diana H. Jeffrey
Executive Director

**RE: Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
Jersey City, New Jersey
JCRA Contract No.: 20-12-MPN8
Our File No.: PJC00503.01**

Dear Ms. Jeffrey:

Enclosed for your use to prepare the authorizing Resolution, please find one (1) original partially executed copy of JCRA Change Order No. 5, dated September 6, 2022, and supporting documentation for the above referenced project. Original fully executed copies re-signed by the Contractor (Joseph M. Sanzari, Inc.) and the Consulting Engineer's Office (CME Associates) will be provided after a copy of the Resolution authorizing the approval of the Change Order is received by our office.

As indicated on the enclosed Change Order, the nature and reason for change is to revise the contract quantities to allow the addition of extra and supplemental work for an additional 75-day contract time extension. The work would appear to qualify as a minor modification to effect economies, improve service and resolve minor problems. It does not appear to materially expand upon the size, nature, or scope of the project as it was originally described in the bid specification nor could the extra work reasonably be effectuated by a separate bid contract without imposing adverse cost consequences.

Please note the following Change Order Summary:

- JCRA Change Order No. 5 Total Net Increase or Decrease = \$0.00
- Original Contract Amount = \$4,458,090.00
- Adjusted Contract Amount Based on JCRA Change Order No. 1 = \$4,639,530.00
- Adjusted Contract Amount Based on JCRA Change Order No. 2 = \$4,639,530.00
- Adjusted Contract Amount Based on JCRA Change Order No. 3 = \$4,639,530.00
- Adjusted Contract Amount Based on JCRA Change Order No. 4 = \$4,748,541.98
- Adjusted Contract Amount Based on JCRA Change Order No. 5 = \$4,748,541.98



Ms. Diana H. Jeffrey
Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
Jersey City, New Jersey
September 9, 2022
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Please further note that this Change Order only considers the 75-day (2.5 month) contract time extension and no other quantity or dollar adjustments and results in a total net increase or decrease of \$0.00 from the Adjusted Contract Amount Based on JCRA Change Order No. 4. The Adjusted Contract Amount Based on JCRA Change Order No. 5 is \$4,748,541.98.

Accordingly, we recommend approval of JCRA Change Order No. 5.

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

Very truly yours,
CME Associates

Robert J. Russo, PE, PP, CME
Principal

RJR/RER

Enclosure(s)

cc: Christopher Fiore, Assistant Executive Director, JCRA, SENT VIA EMAIL
[FioreC@jcnj.org]
Victoria Bonners, JCRA, SENT VIA EMAIL [VBonners@jcnj.org]
Glenn Stock, Stock Development Group, Inc., SENT VIA EMAIL
[GStock@stockdevgroup.com]
Matthew B. Wielkottz, SENT VIA EMAIL [MBW@w-cpa.com]
Timothy E. Murray, Sr., Project Manager, Joseph M. Sanzari, Inc., SENT VIA EMAIL
[TMurray@jmsanzari.com]

CME ASSOCIATES
3141 BORDENTOWN AVENUE
PARLIN, NJ 08860

Date: September 6, 2022
Our File No.: PJC00503.01

JCRA CHANGE ORDER NO. 5

PROJECT NAME: BAYFRONT 1 REDEVELOPMENT - PHASE 1A, SURCHARGE PROGRAM

OWNER: JERSEY CITY REDEVELOPMENT AGENCY

CONTRACTOR: JOSEPH M. SANZARI, INC., 100 WEST FRANKLIN STREET, HACKENSACK, NJ 07601

You are hereby advised of the following changes in contract quantities or in the case of supplemental work, you agree to its performance by your firm at the prices stated herein.

LOCATION OF CHANGE

Bayfront 1 Redevelopment - Phase 1A, Surcharge Program

NATURE AND REASON FOR CHANGE

To revise the contract quantities to allow the addition of extra and supplemental work.

The work would appear to qualify as a minor modification to effect economies, improve service and resolve minor problems. It does not appear to materially expand upon the size, nature, or scope of the project as it was originally described in the bid specification nor could the extra work reasonably be effectuated by a separate bid contract without imposing adverse cost consequences.

ITEM	DESCRIPTION	CONTRACT QUANTITY U/M	UNIT PRICE	AMENDED QUANTITY	AMENDED EXTENSION	INCREASE/ DECREASE
SA-2	CONTRACT TIME EXTENSION	525.00 DAY	\$0.00	600.00	\$0.00	\$0.00

JCRA CHANGE ORDER NO. 4 TOTAL NET INCREASE OR DECREASE:

\$0.00

ORIGINAL CONTRACT AMOUNT:

\$4,458,090.00

ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 1:

\$4,639,530.00

ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 2:

\$4,639,530.00

ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 3:

\$4,639,530.00

ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 4:

\$4,748,541.98

ADJUSTED CONTRACT AMOUNT BASED ON JCRA CHANGE ORDER NO. 5:

\$4,748,541.98


CONTRACTOR


CONSULTING ENGINEER'S OFFICE

JCRA DIRECTOR

AUTHORIZED BY RESOLUTION NO.:

DATED:



JCRA Change Order No. 5
Bayfront 1 Redevelopment – Phase 1A,
Surcharge Program
Jersey City, New Jersey
JCRA Contract No.: 20-12-MPN8
Our File No.: PJC00503.01
September 9, 2022
Page 1 of 1

INCREASE ITEMS:

Item SA-2 CONTRACT TIME EXTENSION

Increase from:	525.00 DAY	to	600.00 DAY
Difference:	75.00 DAY	@	\$0.00 /DAY
TOTAL AMOUNT INCREASE:			\$0.00

Based upon site conditions and the availability of material from the supplier, an extension of the contact time, previously approved as part of JCRA Change Order Nos. 1 and 3, is required for the Contractor to satisfactorily complete the project.

SUMMARY:

Original Contract Amount	\$4,458,090.00
Adjusted Contract Amount Based on JCRA Change Order No. 1	\$4,639,530.00
Adjusted Contract Amount Based on JCRA Change Order No. 2	\$4,639,530.00
Adjusted Contract Amount Based on JCRA Change Order No. 3	\$4,639,530.00
Adjusted Contract Amount Based on JCRA Change Order No. 4	\$4,748,541.98
JCRA Change Order No. 5	
Total Net Increase or Decrease	\$0.00
Adjusted Contract Amount	\$4,748,541.98

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARING CONTRACT NO. 22-09-VB4 TO MATRIX NEW WORLD ENGINEERING, LAND SURVEYING AND LANDSCAPE ARCHITECTURE, PC FOR BULKHEAD ENGINEERING SERVICES WITH RESPECT TO THE BAYFRONT I REDEVELOPMENT AREA

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

WHEREAS, pursuant to the Redevelopment Law, the City designated certain parcels of land as an "area in need of redevelopment" known as the Bayfront I Redevelopment Area (the "**Redevelopment Area**") and adopted the Bayfront I Redevelopment Plan (as may be amended from time to time, the "**Redevelopment Plan**"); and

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

WHEREAS, in order to further the Cooperation Agreement and the Redevelopment Plan, the Agency desires to retain the services of a bulkhead engineer from an experienced and qualified firm (the "**Bulkhead Engineering Services**"); and

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

WHEREAS, Matrix New World Engineering, Land Surveying and Landscape Architecture, PC ("**Matrix**") submitted a Proposal for Bulkhead Engineering Consulting Services for the Bayfront I Redevelopment Area dated September 11, 2022 (the "**Proposal**"), which proposed a total cost of Fifty Thousand Dollars (\$50,000.00) for all tasks listed in the Proposal; and

WHEREAS, Matrix possesses the skills and expertise to perform and complete the Bulkhead Engineering Services; and

WHEREAS, the Agency desires to enter into a professional services contract with Matrix (the "**Contract**") to perform the Bulkhead Engineering Services as outlined in the Proposal, for an amount not to exceed \$50,000, payable in accordance with the rates set forth in the Proposal; and

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

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

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

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

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

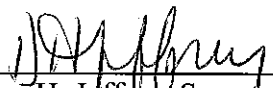
Section 1. The aforementioned recitals are incorporated herein as though fully set forth at length.

Section 2. The Board of Commissioners hereby authorizes a professional services contract with Matrix to perform the Bulkhead Engineering Services listed in the Proposal for an amount not to exceed Fifty Thousand Dollars (\$50,000.00), for a term to expire upon the completion of the Bulkhead Engineering Services set forth in the Proposal and all related tasks, or twelve (12) months after the effective date of the Contract, whichever is earlier, subject to the terms and conditions set forth in the Agency's form professional services agreement, together with any such additions, deletions and modifications as may be necessary and/or desirable by the Agency in consultation with counsel.

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 20, 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	/			

Matrix New World Engineering, Land Surveying
and Landscape Architecture, PC
26 Columbia Turnpike
Florham Park, NJ 07932
973.240.1800 F: 973.240.1818
www.matrixnewworld.com WBE/DBE/SBE

MATRIXNEWORLD

Engineering Progress

September 11, 2022

Via Email (vbonners@jcnj.org)

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

Attn: Victoria Bonners

**RE: PROFESSIONAL SERVICES PROPOSAL
ENGINEERING & REGULATORY SUPPORT
BAYFRONT REDEVELOPMENT PROJECT
CITY OF JERSEY CITY, HUDSON COUNTY, NEW JERSEY**

Dear Ms. Bonners:

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) is pleased to submit this proposal to support development activities associated with the Bayfront Redevelopment Project. Our proposed scope and associated fees are itemized below.

SCOPE OF SERVICES

The proposed Bayfront Project requires substantial infrastructure improvements, including those under the jurisdiction of the NJDEP and the US Army Corps of Engineers (USACE), including utilities, bulkheading, living shorelines, rock revetments and waterfront promenades. Matrix proposes to support the JCRA's planning efforts for this work, providing engineering, regulatory, cost-estimating and construction scheduling expertise to the Project Team. Matrix proposes to perform this work at the direction of the JCRA project manager on a task basis, and to bill the work on a time and expense basis per the attached rate schedule.

TIME AND EXPENSE BUDGET : \$50,000

CLOSING

Any item listed above which is not ordered will not be billed. Separate authorization from the client will be requested prior to commencing services outside the scope of this proposal.

All reimbursable expenses including, but not limited to, application fees, laboratory testing costs, mylar copies, certified mailings, photographs, blueprints, and special deliveries are considered additional to the proposal items unless specifically noted within the scope of this proposal.

The terms and conditions of this proposal are subject to the attached Matrix Terms and Conditions for Professional Services. A current Fee Schedule is also attached.

This proposal is submitted solely and exclusively for the use of the JCRA for consideration of the professional services of Matrix. Disclosure of this proposal's content to any third party without prior written authorization from Matrix is expressly prohibited.

MATRIXNEWORLD

Engineering Progress

In addition to the specific items as listed herein, the client may be required to demonstrate compliance with certain permit and approval conditions as may be imposed by one or more of the regulatory agencies. These conditions may require revisions to the plans and/or preparation of additional supporting documentation. This proposal does not include these additional items unless specifically outlined within the scope of this proposal.

PAYMENT SCHEDULE

Payment shall be in accordance with the Charges, Billing, and Payment schedule outlined in the Terms and Conditions attached to this proposal unless prior written arrangements have been made with Matrix.

Please indicate your acceptance of this proposal by signing in the space provided below and returning one copy to this office. Acceptance of this proposal signifies the clients' understanding that Matrix will not be retained or asked to perform any services unless funding is secured and is available to pay all invoices within 30 days. Receipt of the signed proposal shall be considered authorization to proceed with all items described within this agreement. Any items not intended to be authorized shall be clearly and specifically noted as such within the client's signed and returned proposal.

We thank you for the opportunity to submit this proposal. Please feel free to contact me directly with any questions or comments regarding the scope or fees as indicated at (908) 229-6303 or via email to araichle@mnwe.com.

Sincerely,



Digitally signed by
Andrew Raichle
Date: 2022.09.11
10:45:45 -04'00'

Andrew Raichle, P.E.
Vice President

AWR

Enclosures: Matrix Terms and Conditions & Fee Schedule

ACCEPTED BY

NAME:

Signature

Print Name

TITLE:

COMPANY:

DATE:

The above signed represents that they have read and understand the attached Terms and Conditions and have the authority to enter into this agreement on behalf of the client named above. The above signed also acknowledges that this contract includes a Limitation of Liability Clause as part of the Terms and Conditions.

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Section 1: SERVICES

Matrix New World Engineering, Land Surveying and Landscape Architecture, PC (Matrix) agrees to perform the professional services (the "Services") as described in the Proposal incorporated herein by reference for the CLIENT on a best efforts, time and materials basis under the terms and conditions set forth below. Matrix reserves the right to amend the contents of the Proposal, if written authorization is not received within 90 days. These Terms and Conditions together with the Proposal constitute the agreement between Matrix and the CLIENT for the Services (the "Agreement").

Section 2: COMPENSATION

The CLIENT shall be responsible for all costs specifically enumerated in the proposal. For any costs set forth in the proposal as a range, Matrix shall provide CLIENT with an exact cost as soon as it can be estimated.

CLIENT shall also be responsible for any REIMBURSABLE COSTS not specifically set forth in the proposal. REIMBURSABLE COSTS include: out-of-pocket expenses, the cost of which shall be charged at actual cost plus an administrative charge of fifteen percent (15%) and shall be itemized and included in the invoice. Typical out-of-pocket expenses shall include, but not be limited to, travel expenses (lodging, meals, etc.), job-related mileage at the prevailing IRS mileage rate, long distance telephone calls, printing and reproduction costs, and survey supplies and materials.

Section 3: CLIENT'S OBLIGATIONS

To assist Matrix in performance of the Services, CLIENT shall provide Matrix with appropriate material, data and information in its possession pertaining to the specific project or activity.

The CLIENT will advise Matrix of the nature and extent of the hazardous waste at the site. If Matrix discovers after it undertakes the Services that the site is of a different nature of hazard as defined by the client, or if unanticipated hazards are presented, the CLIENT and Matrix agree that the scope of services, schedule and estimated budget fee shall be adjusted as needed to complete the work without injury or damage.

Section 4: INVOICE PROCEDURE AND PAYMENT

Matrix will submit invoices to the CLIENT monthly and a final bill upon completion of the Services. Payment is due thirty (30) days from invoice date. CLIENT agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by law on past due accounts. CLIENT will be liable for all court costs, disbursements, and attorney's fees incurred in the collection of any outstanding invoices.

Section 5: OWNERSHIP OF DOCUMENTS

All survey notes, drawings, bills of materials, specifications, blueprints, reports, calculations and all other material prepared in connection with the specific project shall be property of the CLIENT and shall be transferred to the CLIENT upon completion of the project and upon receipt of complete payment for the scope of work outlined in the proposal. Matrix may retain a single copy of such information and documents.

Section 6: CONFIDENTIALITY

Matrix agrees to keep confidential and not to disclose to any person or entity, other than Matrix's employees and subcontractors, without the prior consent of the CLIENT, all data and information not previously known to and generated by Matrix, or furnished to Matrix and marked CONFIDENTIAL by the CLIENT in the course of Matrix's performance hereunder; provided, however, that this provision shall not apply to data which are in the public domain, or were previously known to Matrix, or were acquired by Matrix independently from third parties not under obligation to CLIENT to keep said data and information confidential. CLIENT shall not restrict Matrix from complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction.

The technical and pricing information contained in any proposal submitted by Matrix as to this project, or in the Agreement or any addendum thereto, is to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without express written consent of Matrix.

Section 7: BURIED UTILITIES

Matrix will conduct the research that in our professional opinion is necessary to locate utility lines and other man-made objects that may exist beneath the sites surface. The CLIENT recognizes that Matrix's research may not identify all subsurface utility lines and man-made objects. Matrix will take reasonable precautions to avoid damage or injury to any subsurface utilities or structures. The CLIENT agrees to hold Matrix harmless and the CLIENT agrees to pay for damages to underground utilities or structures which are not called to Matrix's attention or correctly shown on plans furnished by the CLIENT or third parties.

Section 8: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. Matrix and the CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work and compensation for the Services or termination of the Agreement. Matrix agrees to notify the CLIENT as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The CLIENT encourages Matrix to take measures that in Matrix's professional opinion are justified or legally required to preserve and protect the health and safety of Matrix's personnel and the public, and/or the environment, and the CLIENT agrees to compensate Matrix for the additional cost of such work.

In addition, the CLIENT waives any claim against Matrix, and agrees to indemnify, defend and hold Matrix harmless from any claim or liability for injury or loss arising from Matrix's encountering of unanticipated hazardous materials or suspected hazardous materials. The CLIENT also agrees to compensate Matrix for time spent and expenses incurred by Matrix in defense of any such claim, with such compensation to be based upon Matrix's prevailing fee schedule and expense reimbursement policy.

Section 9: STANDARD OF CARE

The Services provided by Matrix under the Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee, in fact or by law, whether of merchantability or fitness for a particular purpose or otherwise, is included or intended in the Agreement, or in any report, opinion, document or otherwise.

The CLIENT recognizes that subsurface conditions may vary from those encountered at the location where, and at the time when, borings, sampling, or testing are performed by Matrix and that the data provided by Matrix are based solely on the information available to Matrix. The CLIENT agrees to indemnify and hold Matrix harmless from and against all claims, damages, losses and expenses arising from the interpretation by others of data provided by Matrix.

Section 10: INDEPENDENT CONTRACTOR

Matrix shall be an independent contractor in performing the Services and shall not act as an agent or employee of the CLIENT. As such, and subject to the terms and conditions hereof, Matrix shall be responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, and taxes, if any.

Section 11: JOBSITE HEALTH AND SAFETY

Insofar as jobsite safety is concerned, Matrix is responsible solely for its own employees' and subcontractor's activities on the jobsite, but this shall not be construed to relieve the CLIENT or his contractors from their responsibility for methods of work performance, superintendence, sequencing of construction, or safety in, on or about the jobsite.

Section 12: INSURANCE

Matrix is protected by: 1) Worker's Compensation Insurance as required by applicable law, 2) General Liability and Automobile Liability Insurance (in the amount of \$1,000,000 combined single limit) for bodily injury and property damage, and 3) Professional Liability (Errors & Omissions) with policy limits equal to at least \$1,000,000. Matrix shall provide insurance certificates illustrating the coverage herein defined to the Board prior to commencing work at the site.

Within the limits of said insurance, Matrix agrees to save the CLIENT harmless from and against loss, damage, injury or liability arising from negligent acts or omissions of Matrix, its subcontractors, and their respective employees and agents acting in the course and scope of this project. Matrix shall not be responsible for any loss, damage, or liability arising from any acts by the CLIENT, its agents, staff, and other consultants and subcontractors employed by the Client.

Section 13: INDEMNITY

A. Matrix

Matrix agrees to indemnify and hold harmless CLIENT from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of Matrix or performance of the Services hereunder, provided that such loss, damage, liability or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, and not caused in whole or in part by any acts or omissions of the CLIENT, a third party, or anyone directly or indirectly employed by the CLIENT.

B. CLIENT

The CLIENT, agrees to indemnify and hold harmless Matrix from and against any and all losses, damages, liabilities, and expenses (including, but not limited to, legal fees and costs of investigation) to the extent resulting or arising out of negligence or willful misconduct of the CLIENT, or anyone directly or indirectly employed by the CLIENT, or the performance of the CLIENT's obligations under the Agreement, any non-conforming wastes waste(s) or discrepancies in the pertinent manifest(s) as defined by applicable regulations, or an condition existing at the work site(s) prior to the date of the Agreement or caused by anyone directly or indirectly employed by the CLIENT.

Section 14: LIMIT OF LIABILITY

Notwithstanding any other provision contained in the Agreement

- A. In no event shall Matrix, its employees, agents, or sub-contractors be responsible for any incidental, indirect, impact, or consequential damages (including loss of profits), liabilities or expenses incurred by the CLIENT or any third party as a result of Matrix's performance or nonperformance of the Services contracted for herein, and the CLIENT waives all such incidental, indirect, impact, or consequential damages.
- B. The obligations of Matrix under the Agreement are not intended to and shall not be personally binding on, nor shall any resort be had to the private properties of, any of parent or affiliate of Matrix, or any of their respective officers, directors, shareholders, partners, principals, members, managers, beneficiaries, employees or agents.
- C. Matrix's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to the Agreement from any cause or causes, including but not limited to Matrix's errors, negligence, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the Services provided by Matrix or the limit of liability available at the time of the claim, whichever is lesser.
- D. To the maximum extent permitted by law, the limitations on damages, the releases from liability, the limitations of liability, and the exclusive remedies provisions expressly provided in the Agreement shall apply even in the event of the fault, negligence (in whole or in part), strict liability or breach of contract of Matrix. The remedies provided in the Agreement are exclusive, except that the CLIENT shall in addition have the right to obtain specific performance and all other injunctive relief that may be available. Matrix disclaims, and the CLIENT waives, any implied warranties of merchantability or fitness for a particular purpose with respect to any equipment or other personal property procured by Matrix and provided to the CLIENT as part of any Services.

Section 15: PROJECT DELAYS

If Matrix is delayed at any time in performing the Services for any specific project or activity by an act, failure to act, or neglect of the CLIENT or the CLIENT'S employees or any third parties; by changes in the scope of work; by unforeseen circumstances including delays authorized by the CLIENT and agreed to by Matrix; by acts of force majeure including, without limitation, fires, floods, riots, and strikes; by delays caused by foreign or domestic governmental acts or regulations; or by any cause beyond the reasonable control of Matrix, then the time for completion of the Services shall be extended based upon the impact of the delay. Matrix shall receive an adequate compensation adjustment if the delays caused by any of the above result in changes, require additional services, or result in additional costs to Matrix.

Section 16: ASSIGNMENT

Matrix shall not assign the Agreement in whole or part except that Matrix may use the services of persons and entities not in its employ, when it is appropriate to do so. Such persons and entities include, but are not limited to, surveyors, specialized consultants, drilling contractors, and testing laboratories. Matrix's use of others for additional services shall not be unreasonably restricted by the CLIENT provided Matrix notifies the CLIENT in advance.

Section 17: THIRD PARTY EXCLUSION

The Agreement shall not create any rights or benefits to parties other than the CLIENT and Matrix, except such other rights as may be specifically called herein.

Section 18: SEVERABILITY

If any clause or section of the Agreement shall be deemed void or invalid, such a decision shall only apply to that particular section(s) and shall not render the rest of the Agreement invalid. The balance of the Agreement shall remain in force.

Section 19: TERMINATION

Matrix may terminate the Agreement upon five (5) days' notice if the CLIENT defaults in the payment for the Services or for any other material default by the CLIENT under the Agreement. The CLIENT or Matrix may terminate the Agreement upon fourteen (14) days' notice for any reason which may arise or for no reason. In the event of such termination of the Agreement for any reason which may arise or for no reason, the termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination of the cause therefore, the CLIENT shall within thirty (30) calendar days of termination remunerate Matrix for the Services rendered and costs incurred (including all reimbursable costs hereunder), in accordance with Matrix's prevailing rate schedule.

Section 20: GOVERNING LAW

Unless otherwise provided in an addendum, the law of the State of New Jersey will govern the validity of the Agreement, its interpretation and performance, and remedies for contract breach or contract breach or any other claims related to the Agreement.

2018 FEE SCHEDULE

TITLE	HOURLY RATE
Executive Engineer	\$275.00
Principal	\$225.00
Senior Technical Director	\$195.00
Senior Project Manager	\$185.00
Technical Director	\$175.00
Senior Technical Manager	\$165.00
Project Manager	\$155.00
Senior Project Professional	\$150.00
Project Professional	\$145.00
Senior Project Specialist	\$140.00
Project Specialist	\$135.00
Senior Technical Professional	\$125.00
One-Man Robotic Crew	\$120.00
Senior Technical Specialist	\$110.00
Technical Specialist	\$100.00
Senior Data/Field Specialist	\$95.00
Second Survey Crew Member	\$95.00
Data/Field Specialist	\$85.00
Senior Technical Assistant	\$80.00
Technical Assistant	\$75.00
Junior Technical Assistant	\$70.00
Junior Data/Field Technician	\$65.00
Data Entry Specialist	\$55.00

2018 REIMBURSABLE EXPENSES

ITEM	FEE
Black & White Copy 8½ x 11	\$ 0.20/sheet
Black & White Copy 8½ x 14	\$ 0.30/sheet
Black & White Copy 11 x 17	\$ 0.40/sheet
Black & White Copy 18 x 24	\$ 1.45/sheet
Black & White Copy 24 x 36	\$ 2.85/sheet
Black & White Copy 30 x 42	\$ 4.25/sheet
Color Copy 8½ x 11	\$ 0.40/sheet
Color Copy 11 x 17	\$ 0.80/sheet
Color Copy 24 x 36	\$27.00/sheet
Color Copy 30 x 42	\$40.00/sheet
Mylar 24 x 36	\$27.00/sheet
Mylar 30 x 42	\$40.00/sheet
CD	\$50.00/disc
Robotic per diem	\$249.00
Scanner per diem	\$400.00
Subconsultants	115% of cost
Out-of-pocket expenses	115% of cost

Additional reimbursables include, but are not limited to, delivery expenses and mileage, charged at Federal prevailing rates.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN ACCESS AGREEMENT WITH BNE ACQUISITIONS, LLC WITH RESPECT TO THE PROPERTY IDENTIFIED AS BLOCK 15801, LOT 8, WITHIN THE GRAND JERSEY REDEVELOPMENT AREA

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

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

WHEREAS, the Agency owns certain property identified as Block 15801, Lot 8 on the tax maps of the City of Jersey City and generally located at the southerly terminus of the developed Monmouth Street, to the west of the Jersey City Medical Center, and to the east of Route 78 (the "**Property**"), which is located within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, BNE Acquisitions, LLC having its offices at 16 Microlab Road, Suite A, Livingston, New Jersey 07039 ("**BNE**") is interested in developing the Property and has requested the right to access the Property to perform certain surveys, studies, investigations and tests; and

WHEREAS, BNE requests the right to access the Property to perform certain surveys, studies, investigations and tests (defined in the Access Agreement, and herein as the "**Work**"); and

WHEREAS, this Agreement shall commence on the Effective Date and shall terminate twelve (12) months thereafter, unless terminated by the Agency on an earlier date in accordance with Section 13 of this Agreement (the "**Term**"); provided however that the Term of the Agreement may be extended upon the written consent of the Agency,

WHEREAS, the Agency and BNE propose to enter into an Access Agreement, in the form on file with the Agency, authorizing BNE and its agents, representatives, designees, consultants, contractors, and/or subcontractors access to the Property for the purpose of performing the Work, as defined in the Access Agreement (the "**Access Agreement**"); and

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

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

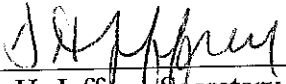
Section 1. The above recitals are hereby incorporated herein as if set forth at length.

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

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on September 20, 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	✓			

ACCESS AGREEMENT

This Access Agreement (“Agreement”) dated September __, 2022 (the “Effective Date”) by and between the Jersey City Redevelopment Agency (the “Agency”), a body corporate and politic of the State of New Jersey, having its offices at 4 Jackson Square, Jersey City, New Jersey 07305, and, BNE Acquisitions, LLC, a New Jersey limited liability company, having its offices at 16 Microlab Road, Suite A, Livingston, New Jersey 07039 (“BNE” and, collectively with the Agency, the “Parties”, each individually a “Party”).

WHEREAS, the Agency owns the real property designated as Block 15801, Lot 8 on the tax maps of the City of Jersey City and generally located at the southerly terminus of the developed Monmouth Street, to the west of the Jersey City Medical Center, and to the east of Route 78 (the “Property”), which is located within the Grand Jersey Redevelopment Area, an area designated by the City of Jersey City as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.*, and which is subject to the Grand Jersey Redevelopment Plan; and

WHEREAS, BNE is interested in developing the Property and has requested the right to access the Property to perform certain surveys, studies, investigations and tests; and

WHEREAS the Agency is willing to grant BNE access to the Property, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as set forth below.

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

2. Definitions. For purposes of this Agreement, the following capitalized terms shall have the meanings provided below:

“**Environmental Laws**” shall mean all federal, state or local laws, ordinances, statutes, codes, rules, regulations, treaty, judgment, orders or decrees or published directive, guideline, requirement or other governmental rule or restriction which has the force of law, by or from a court, arbiter, or other federal, state, county, municipal or regional governmental authority, agency or other entity of a similar nature, exercising any executive, legislative, judicial, regulatory or administrative function of government, now or hereinafter in effect relating to, or imposing obligations, liabilities, or standards of conduct concerning or otherwise relating to (A) pollution, (B) the protection or regulation of human or animal health or safety, natural resources or the environment, including flora and fauna, (C) the treatment, storage, distribution, use, recycling, transport, handling or disposal of Hazardous Materials, or (D) the generation, manufacture, processing, distribution, emission, discharge, release or threatened release of Hazardous Materials into the environment, including, without limitation: the Comprehensive Environmental

Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 41 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act, as amended ("RCRA"), 42 U.S.C. § 6901 et seq.; the Toxic Substances Control Act, as amended ("TSCA"), 15 U.S.C. § 2601 et seq.; the New Jersey Spill Compensation and Control Act (the "Spill Act"), as amended, N.J.S.A. 58:10-23.11 et seq.; the New Jersey Industrial Site Recovery Act ("ISRA"), as amended, N.J.S.A. 13:1K-6 et seq.; the New Jersey Underground Storage of Hazardous Substances Act, as amended, N.J.S.A. 58:10A-21 et seq.; the New Jersey Site Remediation Reform Act, N.J.S.A. 58:10C-1 et seq.; the New Jersey Solid Waste Management Act ("SWMA"), N.J.S.A. 13:1E-1 et seq.; the New Jersey Brownfield and Contaminated Site Remediation Act; N.J.S.A. 58:10B-1 et seq.; the Coastal Area Facility Review Act, N.J.S.A. 13:19-1 et seq.; the Administrative Requirements for the Remediation of Contaminated Sites, N.J.A.C. 7:26C et seq.; the NJDEP Remediation Standards, N.J.A.C. 7:26D et seq.; the Technical Requirements for Site Remediation, N.J.A.C. 7:26E et seq.; any other applicable state and local environmental laws and regulations promulgated or enforced by any governmental authority.

"Hazardous Materials" shall mean (a) those substances included within the definition of any one or more of the terms "hazardous materials," "hazardous wastes," "hazardous substances," "industrial wastes" and "toxic pollutants," as such terms are defined under the Environmental Laws or any definitions in any comparable state laws, (b) any "hazardous substance" as now or hereafter defined in §101(14) of CERCLA, or any regulations promulgated under CERCLA; (c) any "hazardous waste" as now or hereafter defined in RCRA, or regulations promulgated under RCRA; (iii) any substance regulated by ISRA, the Spill Act, the SWMA, or any regulations promulgated thereunder; (d) any substance regulated by the Toxic Substances Control Act, 15 U.S.C. §2601, et seq.; (e) petroleum and petroleum products, including, without limitation, crude oil and any fractions thereof, (f) natural gas, synthetic gas and any mixtures thereof, (g) asbestos and/or any material which contains any hydrated mineral silicate, including, without limitation, chrysotile, amosite, crocidolite, tremolite, anthophyllite and/or actinolite, whether friable or non-friable, (h) polychlorinated biphenyl ("PCBs") or PCB-containing materials or fluids, (i) radon, (j) any other hazardous or radioactive substance, material, pollutant, contaminant or waste, and (k) any additional substances or materials which are now or hereafter determined, classified or considered to be hazardous, toxic or subject to regulation and that may need to be investigated, monitored, or remediated if present on, under or migrating from the Property pursuant to environmental laws.

3. Permission to Enter Upon Property. BNE along with its agents, representatives, employees, contractors, or consultants (collectively, the **"Entrants"**) shall have the right access to the Property during the term of this Agreement during normal business hours (9:00 AM to 5:00 PM) solely for the purpose of undertaking certain surveys, studies, investigations and tests as detailed in **SCHEDULE A** hereto (collectively **"Work"**); provided however that a Phase II Environmental Study and/or testing may not be performed unless required by the Phased I and/or Preliminary Assessment report, and the Agency agrees to the scope and manner of the Phase II testing, which consent shall not be unreasonably withheld, conditioned or delayed. All access to the Property by Entrants shall be conditioned upon providing the Agency with at least five (5) days' notice prior to the date and time of entry, which notice shall include (i) the date and time the

Entrants intend to enter the Property; (ii) the identity of all persons and entities expected to enter the Property; (iii) the specific activity to be undertaken; (iv) the impacted location within the Property; and (v) the expected duration of the entry. The Access provided by this Agreement does not create any interest in title or right of possession of the Property, or any rights as a tenant by Entrants. The Agency may cause the Entrants to cease any activity at the Property if such activity is not conducted in accordance with this Agreement or Environmental Laws upon giving oral notice (a “**Stop Notice**”) to BNE. The Agency shall provide BNE with written explanation of the basis for any Stop Notice within two (2) business days after giving the Stop Notice. The Agency shall have the right to, but is not obligated to, have representatives present during each such access to the Property to observe all BNE’s Work and any activities related thereto. The Agency reserves the right to collect its own samples from any soil, air, groundwater or like sampling at any time and to collect split samples during any sampling event conducted by BNE.

4. Term. This Agreement shall commence on the Effective Date and shall terminate twelve (12) months thereafter, unless terminated by the Agency on an earlier date in accordance with Section 13 of this Agreement (the “**Term**”); provided however that the Term of the Agreement may be extended upon the written consent of the Agency.

5. Reporting. BNE shall provide the Agency with electronic copies of any data, reports or other correspondence obtained or generated by or on behalf of BNE during the Work (collectively “**Reporting**”) performed pursuant to this Agreement within two (2) business days of its with its finalization and delivery to BNE. This Section shall survive the termination of this Agreement.

6. Performance. Entrants shall conduct all activities on the Property in a workmanlike manner. Entrants shall not cause any release, spill, leak, or discharge of any Hazardous Material on the Property or cause any permanent damage to the Property. Entrants shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of their respective professions, as applicable, performing the kind of activities being performed hereunder and practicing in the same or similar locality during the same general period of time. While on the Property, Entrants shall take necessary precautions for the safety of their officers, employees, contractors and agents. All Entrants shall comply with all applicable Environmental Laws and other federal, state, county and local applicable statutes, laws, regulations, ordinances, rules, orders, permits or guidance documents in performing hereunder and shall comply with any directions of governmental agencies relating to safety, security, traffic or other like matters. This Section shall survive the termination of this Agreement.

7. Hazardous Materials; Property Condition. In no event shall Entrants bring any hazardous, toxic or contaminated materials or substances on the Property, including, without limitation, any Hazardous Materials. Entrants shall take reasonable precautions to minimize damage to the Property while performing the Work. Entrants shall restore the Property to as close to its condition existing at the time Work began as is possible, normal wear and tear excepted. Entrants, at their own cost and expense, shall obtain all governmental approvals (local, state and federal) and any other approvals necessary for the Work, including obtaining applicable permits and obtaining a mark-out of all utilities at the Property, including but not limited to public and private subsurface utilities, prior to the commencement of any Work. Entrants shall be fully

responsible for any and all damage to existing improvements, utilities, or communications systems on the Property caused as a result of the Work. Entrants shall properly close and abandon any groundwater monitoring wells installed on the Property pursuant to this Agreement, if any, within fourteen (14) days of the termination of this Agreement. This Section shall survive the termination of this Agreement.

8. Wastes Derived from Work. Entrants shall be solely responsible for the handling, storage, removal and disposal of any and all soils, materials, debris, drill cuttings, purge water, investigative derived waste, wastes, Hazardous Materials, or materials containing Hazardous Materials regardless of concentration generated during the Work performed pursuant to this Agreement ("**Waste Derived Materials**"). Absolutely no Waste Derived Materials shall be stored on the Property, and, at the end of each day of access under this Agreement, any such Waste Derived Materials shall be removed from the Property. BNE alone shall be listed as the generator of all such Waste Derived Materials on any manifests, permits, or other documentation required for the handling, storage, removal, or disposal of same. This Section shall survive the termination of this Agreement.

9. Removal of Property and Trash. At the end of each day of access under this Agreement, Entrants, at their sole cost and expense, shall remove all equipment, fixtures, vehicles, objects, and trash used on the Property during the access. This Section shall survive the termination of this Agreement.

10. Liens. BNE shall pay for all activities performed and shall cause its authorized consultants, agents, contractors, and/or subcontractors to pay for all Work activities, free and clear of any mechanics', materialmens', contractors' or subcontractors' liens to attach to the Property by reason of or otherwise arising from Entrants Work activities. This Section shall survive the termination of this Agreement.

11. The Agency Not Liable. The Agency shall not be liable, and BNE, and any individual or entity claiming through BNE, forever releases and discharges the Agency, for any loss, damage or injury of any kind or character to any person, property or the Property to the extent arising from any Access to the Property by Entrants or any act or omission by Entrants related to or connected with Access to the Property, including any claims for loss, damage, or injury resulting from exposure to any Hazardous Materials present on, beneath or migrating from the Property. The Agency shall not be responsible for any loss or theft sustained by Entrants during Entrants' access to the Property. BNE shall be liable to, and hereby agrees to indemnify, defend, save and hold harmless the JCRA and the City, and their respective employees, officers, commissioners, directors and officials, from any and all damages and from costs and expenses, including reasonable legal fees and costs, to which the JCRA and/or the City and their respective employees, officers, commissioners, directors and officials may be subjected or which they may suffer or incur by reason of any loss, property damage, bodily injury, or death, arising out of and/or to the extent resulting from any negligent act, error, omission, or willful misconduct of the JCRA and/or the City its officers, employees, contractors or agents, in the performance of this Agreement. This requirement of BNE to indemnify, defend and hold harmless the JCRA and/or the City shall apply regardless of whether the loss, property damage, bodily injury or death arose out of the JCRA

and/or the City's own alleged acts and/or omissions. This Section shall survive the termination of this Agreement.

12. Insurance. BNE and all Entrants actually entering on the Property shall, at all times while accessing the Property, maintain at its sole expense the following insurance coverage, from commercially reputable insurance companies licensed in the State of New Jersey: (a) Commercial General Liability insurance not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate, with \$5,000,000 excess coverage (provided that such excess coverage amount shall be reduced to \$1,000,000 for any contractor or subcontractor performing a scope of work less than \$500,000.00 in the aggregate) covering bodily injury, death and property damage; (b) Automobile Liability no less than \$1,000,000 per accident for bodily injury and property damage (provided that such coverage amount shall be reduced to \$500,000 for any contractor or subcontractor performing a scope of work less than \$100,000.00 in the aggregate); (c) Workers' Compensation as required by the State of New Jersey's statutory limits; and (d) Professional Liability (errors and omissions) no less than \$1,000,000 per occurrence and \$2,000,000 aggregate. All such insurance policies shall name the Agency as an additional insured, and as a certificate holder. Prior to its initial entry onto the Property, BNE shall provide the Agency with evidence of the foregoing required insurance – specifically policy declaration pages and accompanying policy endorsements identifying the Agency as an additional insured, and as a certificate holder.

13. Termination. The Agency shall have the right to terminate this Agreement in whole or in part upon ten (10) days' written notice to BNE in the event that the conditions cited in any Stop Notice are not cured, which termination shall be effective upon the date indicated in such notice. In the case of exigent circumstances, however, the Agency reserves the right, in its sole and unreviewable discretion, to immediately terminate this Agreement to protect public health or safety. Entrants shall immediately discontinue performing BNE's Work on or before the date indicated in the termination notice.

14. Assignment. BNE shall not transfer or assign its rights or obligations under this Agreement without the express written consent of the Agency. The Agency, however, may freely assign its rights or obligations under this Agreement, but shall provide BNE with reasonable advance notice of such assignment.

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

To the Agency:

Jersey City Redevelopment Agency
Attn: Executive Director
4 Jackson Square
Jersey City, New Jersey 07305

With a copy to:

Joseph P. Baumann Jr., Esq.
McManimon Scotland & Baumann, LLC

75 Livingston Avenue, 2nd Floor
Roseland, New Jersey 07068
jbaumann@msbnj.com

To BNE:

Jonathan Schwartz
BNE Acquisitions, LLC
16 Microlab Road, Suite A
Livingston, NJ 07039
jschwartz@bnerealestate.com

With a copy to:

W. Nevins McCann, Esq.
Connell Foley, LLP
Harborside 5
185 Hudson Street, Suite 2510
Jersey City, New Jersey 07311
WMcCann@connellfoley.com

16. Waiver. No waiver by a Party of a breach of any of the terms, covenants or conditions of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. The consent or approval by a Party to or of any act by the other requiring consent or approval does not waive or render unnecessary the consent or approval to or of any subsequent similar acts.

17. Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably submits to, and consents to, the jurisdiction of the Superior Court of New Jersey, Hudson County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby, and waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

18. Miscellaneous.

(a) The term “**business day(s)**” shall be any day that is not a weekend, federal holiday or holiday observed by the State of New Jersey, and all other references to “**day(s)**” shall mean a calendar day.

(b) If the deadline of any event in this Agreement shall fall on a weekend, federal holiday or holiday observed by the State of New Jersey, then the deadline of such event

shall be the next calendar day that is neither a weekend nor a federal holiday or holiday observed by the State of New Jersey

(c) This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their respective successors and permitted assigns. Each person executing this Agreement represents that the Party on whose behalf the person is executing this Agreement has duly authorized the execution of this Agreement and that such person is authorized to execute the Agreement on behalf of such Party.

(d) In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

(e) The Parties may execute this Agreement in one or more identical counterparts, all of which when taken together will constitute one and the same instrument. Facsimile and electronic portable document format (PDF) signatures on this Agreement shall be binding, and copies of this Agreement containing the signature of both Parties shall be deemed originals.

(f) The Effective Date of this Agreement shall be the date on which it is signed by all Parties, or, if not signed simultaneously, the date on which it is signed by the last of the Parties, which date shall be inserted at the top of the first page hereof.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

Jersey City Redevelopment Agency

By: _____
Diana H. Jeffrey
Executive Director

BNE Acquisitions, LLC

By: _____
Jonathan Schwartz
Authorized Signatory

SCHEDULE A
(Work)

1. Property Survey
 2. Location of utilities
 3. Soil and/or groundwater sampling
 4. Geotechnical studies
 5. Ground penetrating radar studies
 6. Preliminary Assessment and/or Phase I Study (as limited by Section 3 of the Agreement)
 7. Wetland delineation
-

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AGENCY TO ENTER INTO RENEWED LAND LEASE AGREEMENT WITH LOKAL EATERY & BAR FOR PROPERTY LOCATED AT BLOCK 11603, LOT 24.C0102, COMMONLY KNOWN AS 2 SECOND STREET, UNIT 102, JERSEY CITY, NEW JERSEY WITHIN THE HARSIMUS COVE STATION REDEVELOPMENT AREA

WHEREAS, on the Jersey City Redevelopment Agency (the "JCRA") is the owner of real property located at Block 11603, Lot 24.C0102 (2 Second Street, Unit 102, Jersey City, NJ (750 square feet) (the "Premises").

WHEREAS, Lokal Eatery & Bar wishes to renew its land lease agreement with the JCRA as to the Premises for a period of one year, for storage of commercial business property.

WHEREAS, the JCRA and Lokal Eatery & Bar have reached a tentative agreement, conditioned on approval by the Board of Commissioners of the JCRA, as to the terms of a one-year land lease agreement as to the Premises, and a copy of the proposed lease is attached hereto as **Exhibit A**.

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

- 1) The above recitals are incorporated herein as if set forth at length.
- 2) The JCRA is hereby authorized to negotiate and enter into a renewal of the one-year land lease agreement with Lokal Eatery & Bar, for storage of commercial business property at the Premises.
- 3) The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and execute all documents necessary to effectuate this Resolution, in consultation with counsel.
- 4) This Resolution shall take effect immediately.



Diana H. Jeffrey, Executive Director

<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 AGENCY TO ENTER INTO RENEWED LAND LEASE AGREEMENT WITH LOKAL FOR PROPERTY LOCATED AT BLOCK 11603, LOT 24.C0102, COMMONLY KNOWN AS 2 SECOND STREET, UNIT 102, JERSEY CITY, NEW JERSEY LOCATED WITHIN THE HARSIMUS COVE STATION REDEVELOPMENT AREA.

WHEREAS, on the Jersey City Redevelopment Agency (the "JCRA") is the owner of real property located at Block 11603, Lot 24.C0102 (2 Second Street, Unit 102, Jersey City, NJ (750 square feet) (the "Premises").

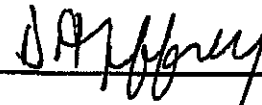
WHEREAS, Lokal wishes to enter into a one-year land lease agreement with the JCRA as to the Premises, for storage of commercial business property.

WHEREAS, the JCRA and Lokal have reached a tentative agreement, conditioned on approval by the Board of Commissioners of the JCRA, as to the terms of a one-year land lease agreement as to the Premises, and a copy of the proposed lease is attached hereto as **Exhibit A**.

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

- 1) The above recitals are incorporated herein as if set forth at length.
- 2) The JCRA is hereby authorized to negotiate and enter into a one-year land lease agreement with Lokal, for storage of commercial business property at the Premises.
- 3) The Chairman, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and execute all documents necessary to effectuate this Resolution, in consultation with counsel.
- 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 April 20, 2021.



Diana H. Jeffrey, Secretary

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

Diana H. Jeffrey, Executive Director

LEASE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2021 between the Parties, who agree as follows:

1. **Parties.** The Parties to this Agreement are Jersey City Redevelopment Agency, 66 York Street, Jersey City, NJ 07302, hereinafter called *Landlord* and Lokal, 2 Second Street, Jersey City, NJ 07302 hereinafter called *Tenant*.

2. **Premises.** Landlord hereby lets the following property to Tenant for the terms of this Agreement: a) the real property known as: Block 11603, Lot 24.C0102 (2 Second Street, Unit 102, Jersey City, NJ (750 square feet) (the "Premises").

3. **Term.** The term of this Agreement shall be for one (1) year beginning on May 1, 2021 and ending on April 30, 2022.

4. **Rent.** The total rent for said property shall be Eight Thousand Eight Hundred and Twenty Five Dollars (\$8,825), to be paid monthly in amount due and payable on the first day of each month. Payment schedule as follows:

1. \$500 due May 1, 2021
2. \$500 due June 1, 2021
3. \$500 due July 1, 2021
4. \$500 due August 1, 2021
5. \$500 due September 1, 2021
6. \$500 due October, 2021
7. \$750 due November 1, 2021
8. \$750 due December 1, 2021
9. \$750 due January 1, 2022
10. \$1,000 due February 1, 2022
11. \$1,000 due March 1, 2022
12. \$1,575 due April 1, 2022

5. **Permitted Use.** The Permitted Use of the Premises shall be for storage for commercial business property only and for no other purpose. No property may be stored on the leased Premises that are explosives, weapons, illegal and/or controlled dangerous substances of any kind, waste, garbage, refuse, hazardous wastes, chemicals, flammables or pollutants. Breach of this portion of the Lease shall terminate the Lease and Tenant shall be responsible for all damages sustained by Landlord. Tenant acknowledges that Landlord has no knowledge of the identity of the exact contents of the items stored by Tenant. Tenant shall not use the Premises for residential occupancy,

and recognizes that, while Landlord is not making any representations regarding the condition of the Premises, or its suitability for any purpose, Landlord is leasing said property in "as is" condition for storage purposes only.

6. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, light, power, telephone, sewer, sprinkler services, refuse and trash collection, and other utilities and services used on the Premises, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to Tenant's use of the Premises. Landlord may cause at Tenant's expense any utilities to be separately metered or charged directly to Tenant by the provider. Tenant shall pay its share of all charges for jointly metered utilities based upon consumption, as reasonably determined by Landlord. No interruption or failure of utilities shall result in the termination of this Agreement or the abatement of rent.
7. **Condominium Fee.** Tenant shall be responsible for payment of all condominium fees associated with the Premises, and is responsible for payment of all such fees within thirty (30) days of issuance of invoice(s) for such fees.
8. **Security Deposit.** Tenant shall deposit with the Landlord One Thousand Five Hundred Seventy Five Dollars (\$1,575.00) to be held as security deposit. This deposit will be returned in full, including any interest acquired, when this lease expires if, after inspection by the Landlord, the premises are in the same condition as first leased.
9. **Access.** Tenant will be responsible for creating access to the property from the Tenant's Restaurant at the Tenant's sole cost and expense. Tenant will be responsible for returning the premises to its original configuration at the termination of the Lease at the Tenant's sole cost and expense.
10. **Sublet.** Tenant shall not sublease nor assign the premises.
11. **Entry.** Landlord may enter premises at reasonable times for the purpose of inspection and to show the premises to buyers or prospective tenants. In all instances, except those of emergency or abandonment, the Landlord shall give a 24-hour notice prior to such entry.
12. **Occupancy.** Tenant agrees to occupy the premises and shall keep same in good condition, reasonable wear and tear excepted, and shall not change or add locks without prior written consent of the Landlord. Tenant further agrees to notify Landlord immediately if Tenant wishes to make additional alterations.
13. **Quiet Enjoyment.** Tenant agrees not to use the premises in such a manner as to disturb the peace and quiet of other tenants in the building and the immediate neighbors. Tenant further agrees

not to maintain public nuisance and not to conduct business or commercial activities on the premises.

14. Termination. Tenant shall, upon termination of this Agreement, vacate and return the premises in the same condition that it was received, less reasonable wear and tear, and close up the access point created by the Tenant.

15. Insurance. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant shall obtain at the Tenant's sole cost and expense, Tenant's rental insurance coverage at limits sufficient to cover the value of Tenant's personal and commercial property. The Tenant shall provide Landlord with proof of Tenant's insurance. The Tenant shall obtain commercial general liability coverage in the amount of at least one million dollars (\$1,000,000), and such insurance shall cover any and all losses arising out of the Tenant's use of the leased premises and be endorsed to name the Landlord as an additional insured with respect to such coverage and shall furnish to the Landlord proof of such insurance. All insurance required to be maintained by Tenant shall be on a primary, non-contributory basis, and shall be kept in full force and effect at the sole cost and expense of the Tenant, for the entire duration of this Lease, and Renewal period as set forth in Paragraph 19, and during any Holdover period as set forth in Paragraph 20.

16. Contractual Indemnification and Waiver of Subrogation. The Tenant, its agents, independent contractors, subcontractors, employees, successors, assigns shall, at their sole expense, defend, indemnify and hold harmless the Landlord, its successors and assigns, for any and all liability, claims, losses, injuries, deaths, lawsuits, judgments, damages (whether to person or property), arising out of the acts and/or omissions of the Tenant that are in any way connected to the activities, work and/or use and occupancy of the leased premises and also the acts and/or omissions of the Landlord in any way connected to its ownership of the leased Premises. To the fullest extent permitted by law, the Tenant and/or its insurer waives the right to pursue claims against the Landlord and its insurer(s) for any and all losses, injuries, deaths, lawsuits, judgments, damages (whether to person or property), arising out of the acts and/or omissions of the Landlord in any way connected to its ownership of the leased Premises.

17. Succession. If Tenant's business is sold or leased to another entity, this Lease is binding on all parties who lawfully succeed the current Tenant. Further, the Landlord will give the security deposit the Tenant paid to the buyer who shall be responsible for its return when the Lease expires.

18. Waiver. Any waiver or modification of the condition of this Agreement shall be in writing and signed by both Landlord and Tenant.

19. Renewal. Upon giving written notice no later than sixty (60) days before the expiration of the Term, the Tenant may request the renewal of this Lease for an additional one (1) year term, in the

discretion of the Landlord. If the Landlord chooses to renew the Lease at the Tenant's request, the Landlord may, in its discretion, adjust the amount of Rent to be paid by the Tenant pursuant to Paragraph 4.

20. Holdover. Any holding over after the termination of this Lease shall be construed as creating a month-to-month tenancy.

21. Complete Agreement. This Agreement contains the entire agreement and understanding of the parties and supersedes any and all prior negotiations and understandings. Any portion or portions of this Agreement found to be a violation of the rights or legal liberties of either party, does not nullify or void the remaining provisions of the Agreement.

22. Attorney and Attorneys' and/or Collection Fees. Attorney fees and court costs will be allowed to the Landlord, for such fees and costs it incurs in the enforcement of any provision of this Agreement.

23. Jurisdiction and Venue. This Agreement is entered into at Jersey City, New Jersey. Any venue for any court proceeding under this Agreement shall be in Hudson County Superior Court pursuant to the Rules of Court, and this Agreement shall be interpreted under the laws of the State of New Jersey.

We the undersigned, agree to this Lease:

LANDLORD:

JERSEY CITY REDEVELOPMENT AGENCY

WITNESS:

Diana Jeffrey, Executive Director

DATE: _____

TENANT:

LOKAL

WITNESS:

DATE: _____

Jason Friedkin

From: Mona Panjwani <mona@lokaljc.com>
Sent: Tuesday, September 6, 2022 11:00 AM
To: Jason Friedkin
Cc: Elizabeth Vasquez; Sylvia L. Henry
Subject: Re: 2 2nd St. - Lease for LOKAL

CAUTION: This email originated from outside our organization. Use caution when clicking links or opening attachments.

Sounds good Jason. Truly appreciate your support on this. I will mail a check out today.

Thanks,
Mona

On Tue, Sep 6, 2022 at 10:55 AM Jason Friedkin <JFriedkin@jcnj.org> wrote:

Hi Mona,

Those terms would be acceptable. However, \$1,575.00 was due in April of 2022 according to the previous lease. Therefore, we will be requesting \$1,575.00 for April and \$1,250.00 per month from May-August, 2022.

\$6,575.00 will be the final amount owed for repayment of back rent.

Thanks,

Jason Friedkin

Project Manager

Jersey City R. Development Agency

4 Jackson Square

Jersey City, NJ 07305

Office: (201) 761-0833

JFriedkin@jcnj.org

The execution of a new lease for a period of one year at **\$1,250.00** per month.

A Security Deposit of 1.5 months totaling **\$1,875.00**. A \$1,575 security deposit was made in April of 2021, and will be applied to the new lease. The difference needed is \$300.00.

The JCRA would also like to conduct an inspection of the property prior to the issuance of the new lease. Please advise of any availabilities later this week or next for a quick walkthrough. As always, feel free to give me a call anytime any I am happy to discuss further if you have any additional questions or concerns.

Thank you,

Jason Friedkin

Project Manager

Jersey City Redevelopment Agency

4 Jackson Square

Jersey City, NJ 07305

Office: (201) 761-0833

JFriedkin@jcnj.org

From: Mona Panjwani <mona@lokaljc.com>

Sent: Tuesday, August 30, 2022 2:41 PM

To: Jason Friedkin <JFriedkin@jcnj.org>

Subject: 2 2nd St. -- Lease for LOKAL

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING AN ACCESS AGREEMENT WITH PINNACLE DEVELOPMENT GROUP LLC WITH RESPECT TO CERTAIN PROPERTY IDENTIFIED AS BLOCK 22604, LOT 24, COMMONLY KNOWN AS 314-316 MARTIN LUTHER KING DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA

WHEREAS, the City of Jersey City (the “City”), in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “Redevelopment Law”) has designated the Jackson Hill Redevelopment Area (the “Redevelopment Area”) and enacted a redevelopment plan entitled the “Jackson Hill Redevelopment Plan” in order to effectuate the redevelopment of the Redevelopment Area (as amended and supplemented from time to time, the “Redevelopment Plan”); and

WHEREAS, the Jersey City Redevelopment Agency (the “Agency”) is the owner of certain property within the Redevelopment Area identified as a Block 22604, Lot 24 on the official tax maps of the City, commonly known as 314-316 Martin Luther King Drive (the “Property”); and

WHEREAS, on August 17, 2021 the Agency adopted Resolution No. 21-08-08 conditionally designating the BLESC Housing Group (the “Redeveloper”) as the conditional redeveloper for the Property and authorizing the Agency to negotiate a redevelopment agreement with the Redeveloper; and

WHEREAS, the Redeveloper requires Pinnacle Development Group LLC (“Pinnacle”) to have access to the Property to conduct a survey; and

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

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

WHEREAS, access shall commence on the date of execution and continue until it terminates on the earlier of the date of completion of the work, or December 31, 2022,

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

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

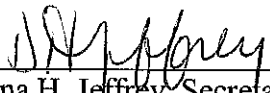
Section 2. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized and directed to execute the Access Agreement in substantially the form on

file with the Agency, together with such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency, in consultation with counsel.

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

Section 4. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on September 20, 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	✓			

SITE ACCESS AGREEMENT

This Site Access Agreement (the "**Agreement**") is made as of the ____ day of _____, 2022 by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (which, together with any successor public body or officer hereinafter designated by or pursuant to law, is hereinafter referred to as the "**Agency**"), having its offices at 4 Jackson Square, Jersey City, New Jersey 07305 and **PINNACLE DEVELOPMENT GROUP LLC**, a New Jersey limited liability company, ("**Pinnacle**"), with offices located at 154-156 1st Street #156, Elizabeth, New Jersey 07206. (The Agency and Pinnacle may each be referred to herein as a "**Party**" and together, the "**Parties**").

RECITALS

WHEREAS, the City of Jersey City (the "**City**"), in accordance with the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "**Redevelopment Law**") has designated the Jackson Hill Redevelopment Area (the "**Redevelopment Area**") and enacted a redevelopment plan entitled the "Jackson Hill Redevelopment Plan" in order to effectuate the redevelopment of the Redevelopment Area (as amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, the Agency is the owner of certain property within the Redevelopment Area identified as a Block 22604, Lot 24 on the official tax maps of the City, commonly known as 314-316 Martin Luther King Drive (the "**Property**"); and

WHEREAS, on August 17, 2021 the Agency adopted Resolution No. 21-08-08 conditionally designating the BLESC Housing Group (the "**Redeveloper**") as the conditional redeveloper for the Property and authorizing the Agency to negotiate a redevelopment agreement with the Redeveloper; and

WHEREAS, the Redeveloper requires Pinnacle to have access to the Property to conduct a survey; and

WHEREAS, in anticipation of the execution of a Redevelopment Agreement, and in order to undertake the necessary steps for conducting a survey of the Property (the "**Work**"), the Agency wishes to provide site access to Pinnacle to perform such Work.

NOW THEREFORE, for good and valuable consideration and the mutual promises and covenants contained herein, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **Recitals.** The Recitals are incorporated herein as if set forth at length.
2. **Term.** This Agreement commences upon the date of execution and continues until the earlier of December 31, 2022 or completion of the work, whichever comes first.

3. **Site Access.** The Agency hereby authorizes Pinnacle and its agents and consultants (collectively, the “**Pinnacle Designated Agents**”) the right to access the Property for the term of this license for the purpose of undertaking a survey of the Property at its sole cost and expense. Such access shall be during reasonable business hours, provided that notice of the intended entry is sent to the Agency through its counsel by facsimile and/or electronic transmission at least twenty-four (24) hours prior to the date of entry. The Agency shall have the right, but not the obligation, to have representatives present during each such access to the Property in order to observe all Work; however, neither such Agency representative nor the Agency shall be deemed to have approved or accepted any of the Work completed while such Agency representative is present. All Work performed by Pinnacle, and/or the Pinnacle Designated Agents, shall be undertaken in a good and workmanlike manner, and shall not cause any permanent damage to the Property. Pinnacle shall be responsible, if requested by the Agency, to restore the Property to the reasonably same condition as it is in as of the date of this Agreement.

4. **Release.** As consideration for being afforded access to the Property, Pinnacle hereby waives, releases and discharges the Agency, any parent and/or subsidiaries, affiliates and their respective stakeholders, directors, officers, members and agents from any and all present or future claims, causes of action, or demands that Pinnacle now has or may hereafter accrue on account of or in any way growing out of any and all known and unknown, or foreseen and unforeseen, any one or more of bodily or personal injuries (including death) or property damage and the consequences thereof resulting, or which may result, from the Work, presence upon the Property or the use of any equipment or procedures while on, entering or leaving the Property. The provisions of this paragraph shall survive the termination of this Agreement.

5. **Indemnity.** Pinnacle shall indemnify, defend and hold harmless the Agency, their directors, officers, employees, members and affiliates from and against any and all liabilities, losses, damages, costs and expenses (including attorneys’ fees and court costs) which the Agency and its directors, officers, employees, members and affiliates hereafter may suffer in connection with any claim, demand, action or right of action (whether at law or in equity) brought or asserted by any third party because of any bodily or personal injury (including death) or property damage and the consequences thereof to the extent caused by Pinnacle or the Pinnacle Designated Agents’ negligent acts, errors, omissions, or willful misconduct related to the Work or its respective subcontractors’ performance of any Work or services on the Property, or while entering or leaving the Property. The provisions of this paragraph shall survive the termination of this Agreement.

6. **Insurance.** Pinnacle, and/or the Pinnacle Designated Agents, hereby agree to carry and maintain in full force and effect, for the duration of this Agreement, and any supplement thereto, appropriate insurance coverage as described in Attachment 1 hereto. Pinnacle shall provide satisfactory evidence of liability insurance, to the Agency, against claims for bodily injury, death and property damage directly attributable to the negligence, recklessness or willful misconduct of Pinnacle and/or the Pinnacle Designated Agents. Pinnacle shall provide the Agency with the respective insurance certificates prior to Pinnacle or the Pinnacle Designated Agents first accessing the Property and prior to commencement of the Work or any time thereafter until the expiration of this Agreement. All insurance certificates shall name the individual Agency as an additional insured and certificate holders on the policy. Each policy shall provide that it cannot be

cancelled without ten (10) days prior written notice. The policies shall be issued by an insurance company authorized to do business in the State of New Jersey.

7. **Compliance with Laws.** Pinnacle shall perform all of the Work at no cost to the Agency, in accordance with applicable laws, ordinances, rules and regulations. While on the Property, Pinnacle shall take necessary precautions for the safety of the Pinnacle Designated Agents, and all such Pinnacle Designated Agents shall comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing the Work hereunder, and shall comply with any directions of governmental agencies and the Agency relating to the Property, safety, security, traffic or other like matters.

8. **Standard of Care.** All Work shall be performed in a professional and workmanlike manner. While performing the Work, the Pinnacle Designated Agents shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the environmental and engineering consulting professions, as applicable, performing the kind of Work being performed hereunder and practicing in the same or similar locality during the same general period of time.

9. **Results Reports.** At no cost to the Agency, Pinnacle shall provide the Agency with a copy of all results of the Work upon completion.

10. **Assignment of Agreement.** Pinnacle shall not assign its rights of access according to the terms of this Agreement without the prior written consent of the Agency.

11. **Revocation of Access Rights.** It is hereby understood and agreed that the Agency reserves the right to revoke the access rights provided to Pinnacle under the terms of this Agreement at any time, for any reason whatsoever, upon giving not less than five (5) days prior written notice to Pinnacle (the “**Agency Termination**”). In the event that the Agency exercises its right to Agency Termination, Pinnacle shall retain no other rights or access to the Property and this Agreement shall be terminated. This Agreement shall terminate upon the earlier of (i) Agency Termination or (ii) the completion of the Work.

12. **Title, Ownership or Rights in the Property.** This Agreement is merely a license and does not give Pinnacle any interest in the Property or any right of a lessee or tenant under any of the laws of the State of New Jersey or any other applicable federal, state, and local laws and ordinances. Pinnacle shall not assert any action against the Agency that asserts the rights of a lessee or tenant.

13. **Governing Law, Forum Selection, and Waiver of Jury Trial.** The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the Parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Hudson County, in any such suit, action or proceeding and to the laying of venue in such Court. Each Party hereto irrevocably waives any objection to the laying of venue or that any such action or proceeding brought in said Court has been brought in an inconvenient forum. The Parties further agree that

any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

14. **Notices.** Notices, other than a notice of default under this Agreement, shall be given by US Mail and may be simultaneously sent by email. Notices of default shall be served by UPS or Federal Express and may be simultaneously sent by email. Notice to each Party shall be as follows:

Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, New Jersey 07305
Attn: David P. Donnelly, Executive Director

With a copy to:
McManimon Scotland & Baumann, LLC
75 Livingston Avenue, Second Floor
Roseland, New Jersey 07068
Attn: Joseph P. Baumann, Jr., Esq.

Pinnacle Development Group LLC
154-156 1st Street #156
Elizabeth, New Jersey 07206
Attn: _____

With a copy to:

15. **Parity.** Each Party warrants to the other that they have been represented by independent counsel. In light of this, the rule of construction that provides that this document shall be construed against the drafter shall not apply.

16. **Entire Agreement.** This Agreement constitutes the entire Agreement concerning the subject matter hereof and supersedes any and all prior representations, understandings, and agreements between Pinnacle and the Agency with respect to such subject matter. If there is a conflict between and among this Agreement and any other documents or representations, this Agreement shall be the final expression of Pinnacle's and the Agency's intent. Any Amendment to this agreement must be in writing and signed by both parties or it is void.

17. **Counterparts.** This Agreement may be executed in any number of counterparts, and each such counterpart shall, for all purposes, be deemed an original instrument, but all such counterparts together shall constitute but one and the same agreement. Facsimile and electronic

mail (in Adobe Portable Document Format (“PDF”) signatures of the undersigned Parties shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date and year first above written.

Witness or Attest:

JERSEY CITY REDEVELOPMENT AGENCY

By: _____

Witness or Attest:

PINNACLE DEVELOPMENT GROUP LLC

By: _____

Attachment 1

Insurance Requirements

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF WEBB WASHINGTON COMMUNITY DEVELOPMENT CORPORATION, A NONPROFIT CORPORATION, AS THE REDEVELOPER OF PROPERTY IDENTIFIED AS BLOCK 25001, LOTS 66 AND 68.01 COMMONLY KNOWN AS 204 STEGMAN STREET AND 174-178 MARTIN LUTHER KING JR. DRIVE WITHIN THE JACKSON HILL REDEVELOPMENT AREA

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

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

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

WHEREAS, certain properties identified on the City’s tax maps as Block 25001, Lots 66 and 68.01, also known as 204 Stegman Street and 174-178 Martin Luther King Jr. Drive, respectively (collectively, the “**Property**”), are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, on January 16, 2018, the Agency adopted Resolution No. 18-01-08 (the “**Designation Resolution**”) conditionally designating Webb Washington Community Development Corporation, a nonprofit corporation of the State of New Jersey (the “**Redeveloper**”), as redeveloper of the Property, which designation was subsequently extended, by Resolution No. 20-02-11 adopted on February 18, 2020, Resolution No. 21-01-8 adopted on January 19, 2021 and Resolution No. 21-07-08 adopted July 20, 2021; and

WHEREAS, the Agency desires to extend Redeveloper’s conditional designation as redeveloper of the Property until March 31, 2023, so that the Agency and Redeveloper may complete the negotiation of a redevelopment agreement,

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

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

Section 2. The conditional designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until March 31, 2023, 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 their Regular Meeting of September 20, 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				✓
Evelyn Jones	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A SECOND AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH 15TH AND GROVE JC, LLC, FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 7102, LOT 7, COMMONLY KNOWN AS 619 GROVE STREET, AND BLOCK 7103, LOTS 12-17, COMMONLY KNOWN AS 610-620 GROVE STREET, LOCATED WITHIN THE JERSEY AVENUE LIGHT RAIL REDEVELOPMENT AREA

WHEREAS, Jersey City Redevelopment Agency (the “**Agency**”) was established by the City of Jersey City (the “**City**”) pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the “**Redevelopment Law**”), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

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

WHEREAS, certain properties identified on the City’s tax maps as Block 7102, Lot 7, commonly known as 619 Grove Street and Block 7103, Lots 12-17, commonly known as 610-620 Grove Street (collectively, the “**Property**”) are located within the Redevelopment Area and are governed by the Redevelopment Plan; and

WHEREAS, 15th and Grove JC, LLC (the “**Redeveloper**”) and the Agency are parties to that certain Redevelopment Agreement dated September 8, 2020 (the “**Redevelopment Agreement**”), which sets forth the parties’ rights and obligations with respect to construction of a redevelopment project on the Property; and

WHEREAS, the Redevelopment Agreement was amended on August 17, 2021 to modify the Development Timetable set forth in Schedule D to the Redevelopment Agreement, in order to extend the time frames for completion of development of the Property; and

WHEREAS, the Agency wishes to reorder the schedules, to wit Schedule A is modified to Schedule A(1), Schedule B is modified to Schedule A(2), Schedule C is modified to Schedule B, Schedule D is modified to Schedule C, Schedule E is modified to Schedule D, and Schedule F is modified to Schedule E; and

WHEREAS, the Project contains 13 moderate-income affordable housing units; and

WHEREAS, the Agency wishes to clarify the terms of the Agreement, to provide that the affordable unit breakdown is 3 studio units, 7 two-bedroom units, 3 three-bedroom units, as set forth in the Schedules of the Redevelopment Agreement, and as reflected in the Affordable Housing Agreement; and

WHEREAS, except as expressly authorized herein, all other terms and conditions of the Redevelopment Agreement shall remain unchanged and in full force and effect,

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

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

Section 2. The Board of Commissioners hereby authorizes the Second Amendment in substantially the form on file with the Agency.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the Second Amendment to Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with counsel.

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

Section 5. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting held on September 20, 2022.


DIANA H. JEFFERY, Secretary

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE AWARD OF AN EXTRAORDINARY UNSPECIFIABLE SERVICES CONTRACT WITH THE CENTRE NATIONAL D'ART ET DE CULTURE GEORGES POMPIDOU PURSUANT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN CENTRE NATIONAL D'ART ET DE CULTURE GEORGES POMPIDOU, THE CITY OF JERSEY CITY AND THE JERSEY CITY REDEVELOPMENT AGENCY FOR THE PATHSIDE MUSEUM PROJECT WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") was established by the City of Jersey City (the "**City**") pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1, et seq.*, as amended and supplemented (the "**Redevelopment Law**"), with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, pursuant to the Redevelopment Law, the City adopted a redevelopment plan known as the Journal Square 2060 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 Journal Square 2060 Redevelopment Area (the "**Redevelopment Area**"); and

WHEREAS, City and the Agency have embarked upon an effort to establish the Redevelopment Area as an artistic and cultural hub anchored by two iconic projects: the redevelopment of the former Pathside Building (defined below) as a museum and the rehabilitation of the Loew's Theatre to its former glory; and

WHEREAS, the Agency is the owner of the Pathside Building located at 25 Journal Square/84 Sip Avenue (the "**Pathside Building**") within the Redevelopment Area; and

WHEREAS, the Agency has determined to repurpose the Pathside Building as a museum and to restore the Loew's Theatre to its previous grandeur pursuant to its powers under the Redevelopment Law; and

WHEREAS, it is necessary for the Agency to undertake certain improvements to the Pathside Building and Loew's Theatre in anticipation of its operation and to provide for certain ongoing operating expenses related thereto (the "**Arts Projects**"); and

WHEREAS, recognizing the economic and cultural impact the Pathside Building and Loew's Theatre will provide to the City, the City has determined to aid and cooperate in the planning, undertaking, construction and operation of the Arts Projects; and

WHEREAS, the City desires that the Agency exercise the powers available to it as redevelopment entity for the Redevelopment Area and facilitate the undertakings contemplated in the Redevelopment Plan and shall, amongst other things, oversee the completion of the Arts Projects and the operation of same in such manner and under such terms as it deems appropriate

and consistent with the Redevelopment Plan and Redevelopment Law (the “**Agency Redevelopment Activities**”); and

WHEREAS, the City and the Agency have determined that the Agency has the experience and expertise to implement the Agency Redevelopment Activities; and

WHEREAS, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the Arts Projects and to provide designated municipal funding for the Agency 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, pursuant to the Redevelopment Law, in furtherance of the redevelopment of the Pathside Building as a museum (the “**Pathside Museum Project**”), in 2018 the Agency, with the assistance of OMA*AMO Architecture, P.C. (“**OMA**”), undertook an international search to find a cultural partner for the redevelopment of the Pathside Building; and

WHEREAS, OMA performed extensive and targeted national and international outreach to over 100 museums, cultural institutions, private art collectors and galleries, artist foundations, and art dedicated non-profits, to find a suitable partner for the City and the Agency for the Pathside Building and, thereafter, selected Centre national d’art et de culture Georges Pompidou (“**Centre Pompidou**”) as the cultural partner for the Pathside Museum Project; and

WHEREAS, the Agency, the City and Centre Pompidou intend to pursue multi-phased pre-development activities, in furtherance of the Redevelopment Plan and the Pathside Museum Project, all pursuant to Section 8 (e), (f) and (n) of the Redevelopment Law in accordance with a Memorandum of Understanding (the “**MOU**”) authorized by the City pursuant to City Resolution 21-443 and the by the Agency pursuant to Agency Resolution No. 21-06-10; and

WHEREAS, the MOU contemplates a series of Implementation Contracts to effectuate each phase of collaboration; and

WHEREAS, by Resolution No. 21-12-20, the Agency and Centre Pompidou were authorized to entered into Implementation Contract 1 with the Centre Pompidou for Phase 1 of the Pathside Museum Project in order for the Pompidou to prepare and develop a macro plan for implementation of the Pathside Museum Project (“**Implementation Contract 1**”); and

WHEREAS, the Agency and the City have completed the tasks set forth in Implementation Contract 1; and

WHEREAS, the Agency and Centre Pompidou wish to enter into a combined agreement, in substantially the form on file with the Agency, for Phases 2 and 3 of the Pathside Museum Project as described in Article 2 of the MOU, in order for the Pompidou to prepare and develop the project in detail and prepare for the opening of the museum at the Pathside Building (“**Phase 2/3 Implementation Agreement**”), in accordance with the requirements of the LPCL, the Redevelopment Plan and the Redevelopment Law; and

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

WHEREAS, the services being provided by the Centre Pompidou pursuant to the Phase 2/3 Implementation Agreement constitute EUS under the LPCL; and

WHEREAS, Centre Pompidou possesses the skills and expertise to perform the services specified in Phase 2/3 Implementation Agreement and the services being provided are specialized in nature and require the expertise, extensive training, and proven reputation of the Centre Pompidou and are critical and essential to the Pathside Museum Project; and

WHEREAS, the services listed in Phase 2/3 Implementation Agreement will cost an amount not to exceed Five Million Nine Hundred Seventy Thousand Euros (€5,970,000), payable in accordance with the terms and in the time frames set forth in Phase 2/3 Implementation Agreement, and which services will be performed within a term of twenty-four (24) months; and

WHEREAS, the City and/or the Agency will fund the costs incurred in connection with the Agency’s performance of its obligations under the Phase 2/3 Implementation Agreement in accordance with the Cooperation Agreement and *N.J.S.A. 40A:12A-39(e)* and (f) 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, Diana H. Jeffrey, Executive Director of the Agency, has executed a Declaration for an Extraordinary Unspecifiable Service Certification, which is on file with the Agency; and

WHEREAS, Centre Pompidou has completed and submitted a Business Entity Disclosure Certification which certifies that it has not made any reportable contributions to a political or candidate committee in the City in the previous year, and acknowledging that the Phase 2/3 Implementation Agreement will prohibit the Centre Pompidou from making any reportable contributions through the term of the Phase 2/3 Implementation Agreement; and

WHEREAS, pursuant to the LPCL, notice of the award of the Phase 2/3 Implementation Agreement shall be published in a newspaper of general circulation as required by law,

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

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

Section 2. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to enter into the Phase 2/3 Implementation Agreement with the City and Centre Pompidou for the Pathside Museum Project, in a form substantially on file with the Agency

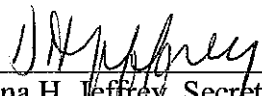
in consultation with counsel, for a total amount not to exceed Five Million Nine Hundred Seventy Thousand Euros (€5,970,000), payable in accordance with the terms set forth in Phase 2/3 Implementation Contract, for a term of twenty-four (24) months. In accordance with *N.J.S.A.* 40A:11-15, the Phase 2/3 Implementation Agreement may be extended for an additional period of up to twelve months provided that the services are being performed in an effective and efficient manner, subject to the adoption of a resolution by the Agency's Board of Commissioners authorizing such extension.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute the Phase 2/3 Implementation Agreement together with such additions, deletions and/or modifications as may be deemed necessary in consultation with counsel, and any and all other documents necessary to effectuate this resolution, in consultation with counsel.

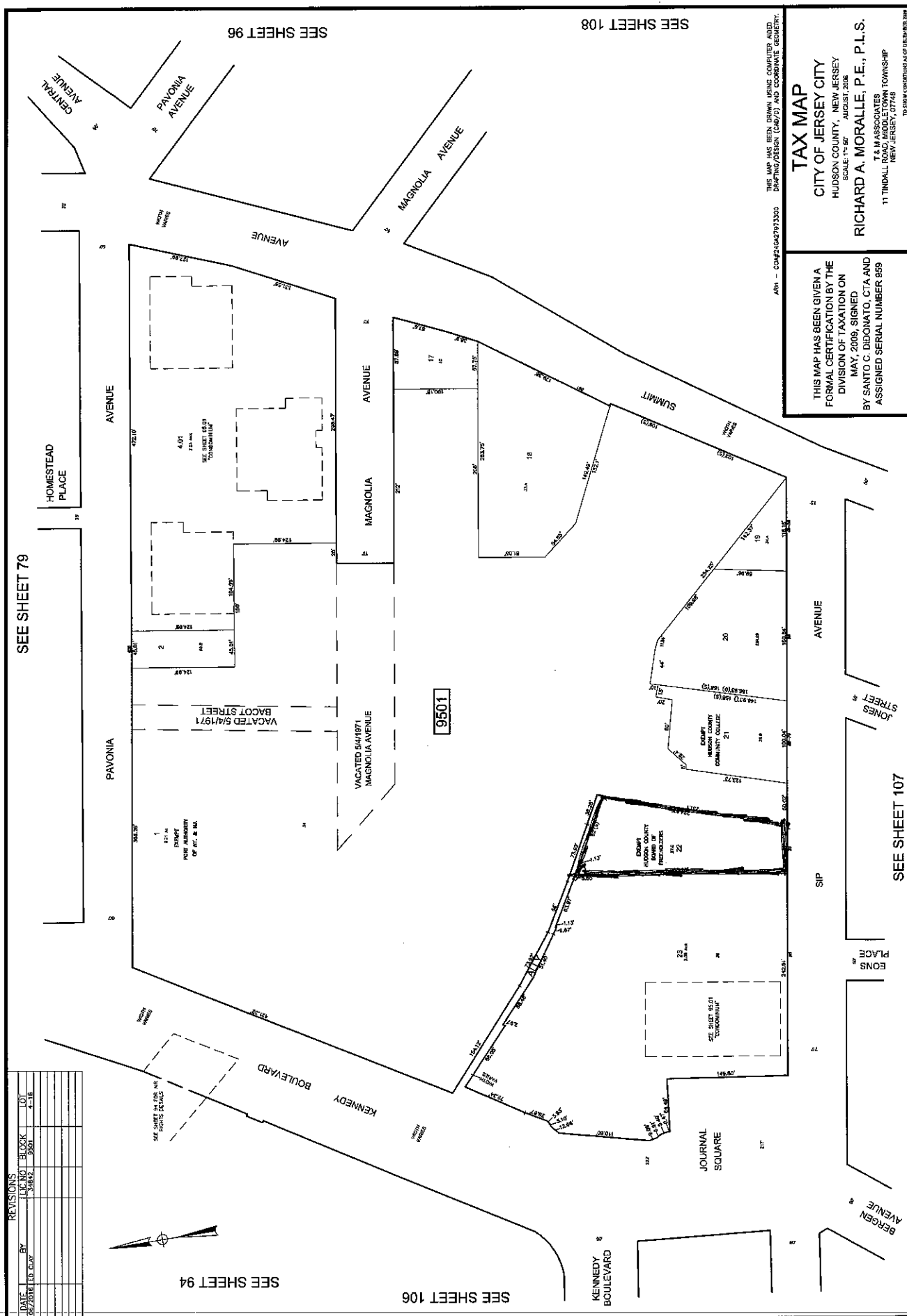
Section 4. The Agency shall publish notice of the award of the Phase 2/3 Implementation Agreement in a newspaper of general circulation in accordance with *N.J.S.A.* 40A:11-5(1)(a)(ii).

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 September 20, 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 EXTENDING THE DESIGNATION OF 701 NEWARK AVE LLC AS THE REDEVELOPER OF THE PROPERTY IDENTIFIED AS BLOCK 7902, LOTS 25, 26, 27, 28, AND 29, COMMONLY KNOWN AS 693-701 NEWARK AVENUE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

WHEREAS, the Agency owns certain property identified as Block 7902, Lots 25, 26, 27, 28 and 29 on the tax map of the City, commonly known as 693-701 Newark Avenue (collectively, the “**Property**”), which is located within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, on February 15, 2022, the Board of Commissioners of the Agency adopted Resolution No. 22-02-08 conditionally designating 701 Newark Ave LLC (the “**Redeveloper**”) as redeveloper of the Property; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until March 31, 2023, so that the Agency and the Redeveloper may complete the negotiation of a redevelopment agreement,

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

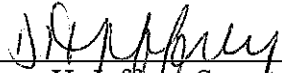
Section 1. The recitals hereto are hereby incorporated herein as if set forth at length.

Section 2. The conditional designation as redeveloper of the Property previously granted to Redeveloper is hereby extended until March 31, 2023, 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 any and 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 September 20, 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 DESIGNATING 701 NEWARK AVE LLC AS REDEVELOPER AND AUTHORIZING EXECUTION OF A FUNDING AGREEMENT IN CONNECTION WITH THE PROPERTY IDENTIFIED AS BLOCK 7902, LOTS 25, 26, 27, 28 AND 29, COMMONLY KNOWN AS 693-701 NEWARK AVENUE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

WHEREAS, the Agency owns certain property identified as Block 7902, Lots 25, 26, 27, 28, and 29 on the tax map of the City, commonly known as known as 693-701 Newark Avenue (collectively, the "**Agency Property**"), which is located within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, 701 Newark Ave LLC (the "**Redeveloper**") proposes to develop, finance and construct on the Agency Property a pedestrian streetscape, approximately 45 parking spaces either on site or within ¼ mile of the Agency Property, up to 5 retail locations, 2 floors of office and event space, and approximately 336 residential units with a mix of studios, one-bedroom, two-bedroom and three-bedroom unit types (collectively, 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**"); and

WHEREAS, the Agency further wishes to enter into a funding agreement with the proposed Redeveloper (the "**Funding Agreement**") to effectuate the funding 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 Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute a Funding Agreement with Redeveloper, in a form acceptable to the Agency in consultation with counsel.

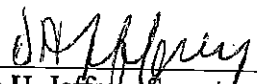
Section 3. 701 Newark Ave LLC is hereby conditionally designated as the Redeveloper of the Agency Property for a period commencing upon the adoption of this Resolution and ending on August 31, 2022, unless extended for an additional period of no more than thirty (30) days by the Executive Director in her sole discretion.

Section 4. If, by August 31, 2022, or such later date as established by the Executive Director in accordance with Section 3 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of the Redeveloper as the redeveloper of the Agency Property shall automatically expire without any need for any further action of the Board.

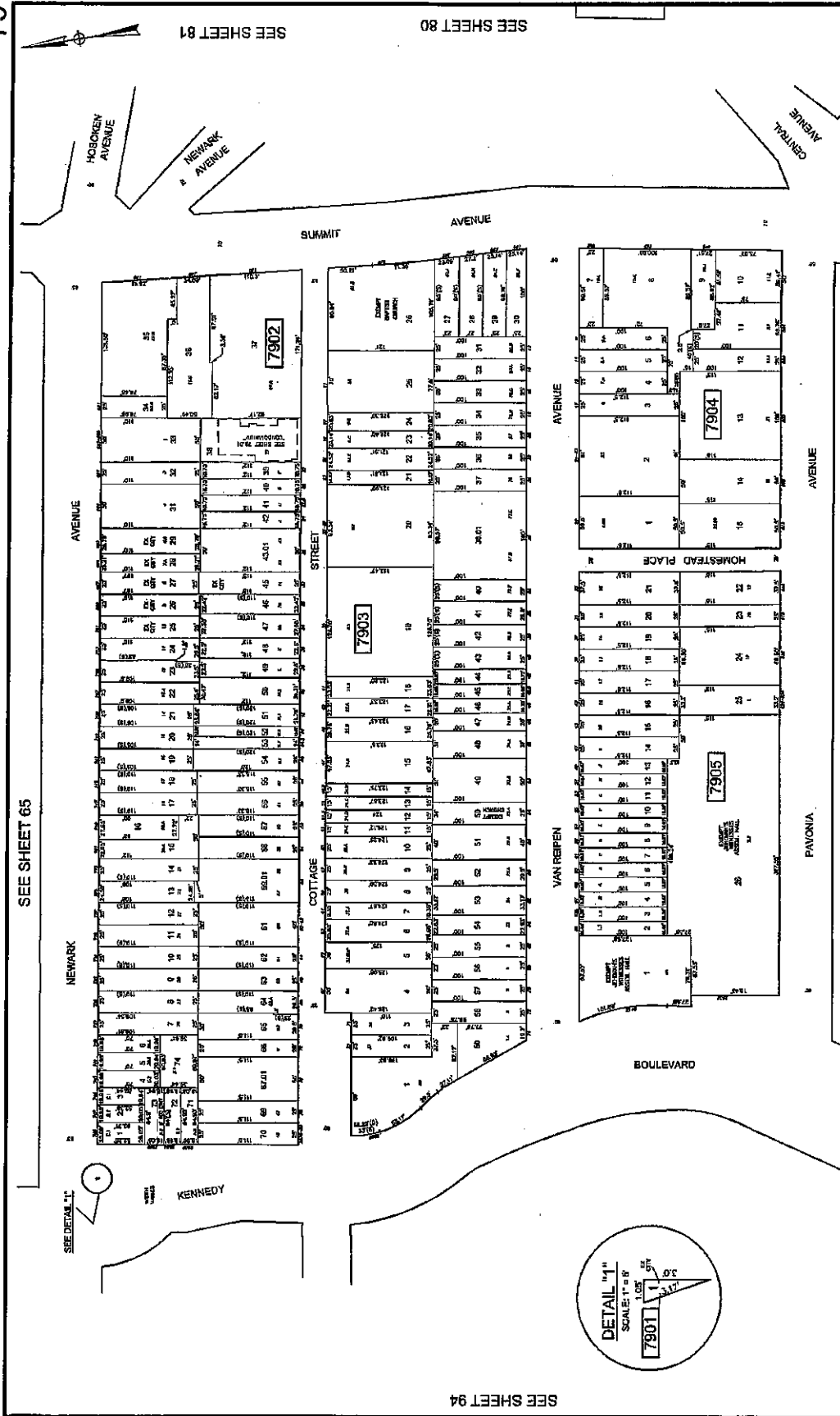
Section 5. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 6. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of February 15, 2022.


Diana H. Jeffrey, Secretary

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



TAX MAP

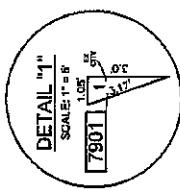
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1"=50'
AUGUST 2003

RICHARD A. MORALLE, P.E., P.L.S.
T.E.M. ASSOCIATES
11 TRIGG ROAD, SUITE 200
NEW JERSEY, 07766

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY 2003, SIGNED
BY SAITO C. DIDONATO, CTA AND
ASSIGNED SERIAL NUMBER 955

SEE SHEET 95

DATE	BY	REVISIONS	LAND	BLOCK	LOT
08/28/03	SAITO C. DIDONATO	1	7901	1	1
08/28/03	SAITO C. DIDONATO	2	7901	1	2
08/28/03	SAITO C. DIDONATO	3	7901	1	3
08/28/03	SAITO C. DIDONATO	4	7901	1	4
08/28/03	SAITO C. DIDONATO	5	7901	1	5
08/28/03	SAITO C. DIDONATO	6	7901	1	6
08/28/03	SAITO C. DIDONATO	7	7901	1	7
08/28/03	SAITO C. DIDONATO	8	7901	1	8
08/28/03	SAITO C. DIDONATO	9	7901	1	9
08/28/03	SAITO C. DIDONATO	10	7901	1	10
08/28/03	SAITO C. DIDONATO	11	7901	1	11
08/28/03	SAITO C. DIDONATO	12	7901	1	12
08/28/03	SAITO C. DIDONATO	13	7901	1	13
08/28/03	SAITO C. DIDONATO	14	7901	1	14
08/28/03	SAITO C. DIDONATO	15	7901	1	15
08/28/03	SAITO C. DIDONATO	16	7901	1	16
08/28/03	SAITO C. DIDONATO	17	7901	1	17
08/28/03	SAITO C. DIDONATO	18	7901	1	18
08/28/03	SAITO C. DIDONATO	19	7901	1	19
08/28/03	SAITO C. DIDONATO	20	7901	1	20
08/28/03	SAITO C. DIDONATO	21	7901	1	21
08/28/03	SAITO C. DIDONATO	22	7901	1	22
08/28/03	SAITO C. DIDONATO	23	7901	1	23
08/28/03	SAITO C. DIDONATO	24	7901	1	24
08/28/03	SAITO C. DIDONATO	25	7901	1	25
08/28/03	SAITO C. DIDONATO	26	7901	1	26
08/28/03	SAITO C. DIDONATO	27	7901	1	27
08/28/03	SAITO C. DIDONATO	28	7901	1	28
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08/28/03	SAITO C. DIDONATO	30	7901	1	30
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08/28/03	SAITO C. DIDONATO	32	7901	1	32
08/28/03	SAITO C. DIDONATO	33	7901	1	33
08/28/03	SAITO C. DIDONATO	34	7901	1	34
08/28/03	SAITO C. DIDONATO	35	7901	1	35
08/28/03	SAITO C. DIDONATO	36	7901	1	36
08/28/03	SAITO C. DIDONATO	37	7901	1	37
08/28/03	SAITO C. DIDONATO	38	7901	1	38
08/28/03	SAITO C. DIDONATO	39	7901	1	39
08/28/03	SAITO C. DIDONATO	40	7901	1	40
08/28/03	SAITO C. DIDONATO	41	7901	1	41
08/28/03	SAITO C. DIDONATO	42	7901	1	42
08/28/03	SAITO C. DIDONATO	43	7901	1	43
08/28/03	SAITO C. DIDONATO	44	7901	1	44
08/28/03	SAITO C. DIDONATO	45	7901	1	45
08/28/03	SAITO C. DIDONATO	46	7901	1	46
08/28/03	SAITO C. DIDONATO	47	7901	1	47
08/28/03	SAITO C. DIDONATO	48	7901	1	48
08/28/03	SAITO C. DIDONATO	49	7901	1	49
08/28/03	SAITO C. DIDONATO	50	7901	1	50
08/28/03	SAITO C. DIDONATO	51	7901	1	51
08/28/03	SAITO C. DIDONATO	52	7901	1	52
08/28/03	SAITO C. DIDONATO	53	7901	1	53
08/28/03	SAITO C. DIDONATO	54	7901	1	54
08/28/03	SAITO C. DIDONATO	55	7901	1	55
08/28/03	SAITO C. DIDONATO	56	7901	1	56
08/28/03	SAITO C. DIDONATO	57	7901	1	57
08/28/03	SAITO C. DIDONATO	58	7901	1	58
08/28/03	SAITO C. DIDONATO	59	7901	1	59
08/28/03	SAITO C. DIDONATO	60	7901	1	60
08/28/03	SAITO C. DIDONATO	61	7901	1	61
08/28/03	SAITO C. DIDONATO	62	7901	1	62
08/28/03	SAITO C. DIDONATO	63	7901	1	63
08/28/03	SAITO C. DIDONATO	64	7901	1	64
08/28/03	SAITO C. DIDONATO	65	7901	1	65
08/28/03	SAITO C. DIDONATO	66	7901	1	66
08/28/03	SAITO C. DIDONATO	67	7901	1	67
08/28/03	SAITO C. DIDONATO	68	7901	1	68
08/28/03	SAITO C. DIDONATO	69	7901	1	69
08/28/03	SAITO C. DIDONATO	70	7901	1	70
08/28/03	SAITO C. DIDONATO	71	7901	1	71
08/28/03	SAITO C. DIDONATO	72	7901	1	72
08/28/03	SAITO C. DIDONATO	73	7901	1	73
08/28/03	SAITO C. DIDONATO	74	7901	1	74
08/28/03	SAITO C. DIDONATO	75	7901	1	75
08/28/03	SAITO C. DIDONATO	76	7901	1	76
08/28/03	SAITO C. DIDONATO	77	7901	1	77
08/28/03	SAITO C. DIDONATO	78	7901	1	78
08/28/03	SAITO C. DIDONATO	79	7901	1	79
08/28/03	SAITO C. DIDONATO	80	7901	1	80
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08/28/03	SAITO C. DIDONATO	83	7901	1	83
08/28/03	SAITO C. DIDONATO	84	7901	1	84
08/28/03	SAITO C. DIDONATO	85	7901	1	85
08/28/03	SAITO C. DIDONATO	86	7901	1	86
08/28/03	SAITO C. DIDONATO	87	7901	1	87
08/28/03	SAITO C. DIDONATO	88	7901	1	88
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08/28/03	SAITO C. DIDONATO	92	7901	1	92
08/28/03	SAITO C. DIDONATO	93	7901	1	93
08/28/03	SAITO C. DIDONATO	94	7901	1	94
08/28/03	SAITO C. DIDONATO	95	7901	1	95
08/28/03	SAITO C. DIDONATO	96	7901	1	96
08/28/03	SAITO C. DIDONATO	97	7901	1	97
08/28/03	SAITO C. DIDONATO	98	7901	1	98
08/28/03	SAITO C. DIDONATO	99	7901	1	99
08/28/03	SAITO C. DIDONATO	100	7901	1	100



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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING THE DESIGNATION OF SIP AVENUE JOURNAL SQUARE JC LLC AS THE REDEVELOPER OF THE PROPERTY IDENTIFIED AS BLOCK 10602, LOTS 10, 11, 12, 13, 14, 15 AND 16, COMMONLY KNOWN AS 168 SIP AVENUE AND IDENTIFIED ON THE TAX RECORDS AS 150-164 SIP AVENUE AND 28 TONNELE AVENUE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

WHEREAS, the Agency owns certain property identified as Block 10602, Lots 10, 11, 12, 13, 14, 15 and 16 on the tax map of the City, commonly known as known as 168 Sip Avenue and identified on the tax records as 150-164 Sip Avenue and 28 Tonnele Avenue (collectively, the “Agency Property”), which is located within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, on February 15, 2022, the Board of Commissioners of the Agency adopted Resolution No. 22-02-09 conditionally designating Sip Avenue Journal Square JC LLC (the “Redeveloper”) as redeveloper of the Property; and

WHEREAS, the Agency desires to extend Redeveloper’s designation as redeveloper of the Property until October 31, 2022, which date may be extended by the Executive Director in her sole discretion for one (1) additional period of thirty (30) days, so that the Agency and the 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 October 31, 2022, which date may be extended by the Executive Director in her sole discretion for one (1) additional period of thirty (30) days, to allow the Agency and the Redeveloper to complete negotiations and enter into a redevelopment agreement for the redevelopment of the Property.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take any and 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 September 20, 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 DESIGNATING SIP AVENUE JOURNAL SQUARE JC LLC AS REDEVELOPER AND AUTHORIZING EXECUTION OF A FUNDING AGREEMENT IN CONNECTION WITH THE PROPERTY IDENTIFIED AS BLOCK 10602, LOTS 10, 11, 12, 13, 14, 15 AND 16, COMMONLY KNOWN AS 168 SIP AVENUE AND IDENTIFIED ON THE TAX RECORDS AS 150-164 SIP AVENUE AND 28 TONNELE AVENUE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA

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

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

WHEREAS, the Agency is under contract to purchase certain property identified as Block 10602, Lots 10, 11, 12, 13, 14, 15 and 16 on the tax map of the City, commonly known as known as 168 Sip Avenue and identified on the tax records as 150-164 Sip Avenue and 28 Tonnele Avenue (collectively, the "Agency Property"), which is located within the Redevelopment Area and is subject to the Redevelopment Plan; and

WHEREAS, Sip Avenue Journal Square JC LLC (the "Redeveloper") proposes to develop, finance and construct on the Agency Property a mixed-use 18 story building with a 9,700 square foot residential lobby, 8,800 square feet of retail space, 422 residential units (of which 10% will be reserved as affordable housing units), 4,700 square feet of community/amenity space on the 18th floor and roof deck levels, and an additional 9,400 square feet of outdoor amenity/activity space on the roof level, with below grade parking for 138 vehicles (collectively, 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"); and

WHEREAS, the Agency further wishes to enter into a funding agreement with the proposed Redeveloper (the "Funding Agreement") to effectuate the funding 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 Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute a Funding Agreement with Redeveloper, in a form acceptable to the Agency in consultation with counsel.


Section 3. Sip Avenue Journal Square JC LLC is hereby conditionally designated as the Redeveloper of the Agency Property for a period commencing upon the adoption of this Resolution and ending on August 31, 2022, unless extended for an additional period of no more than thirty (30) days by the Executive Director in her sole discretion.

Section 4. If, by August 31, 2022, or such later date as established by the Executive Director in accordance with Section 3 hereof, the Agency and the Redeveloper have not executed a mutually acceptable redevelopment agreement, the designation of the Redeveloper as the redeveloper of the Agency Property shall automatically expire without any need for any further action of the Board.

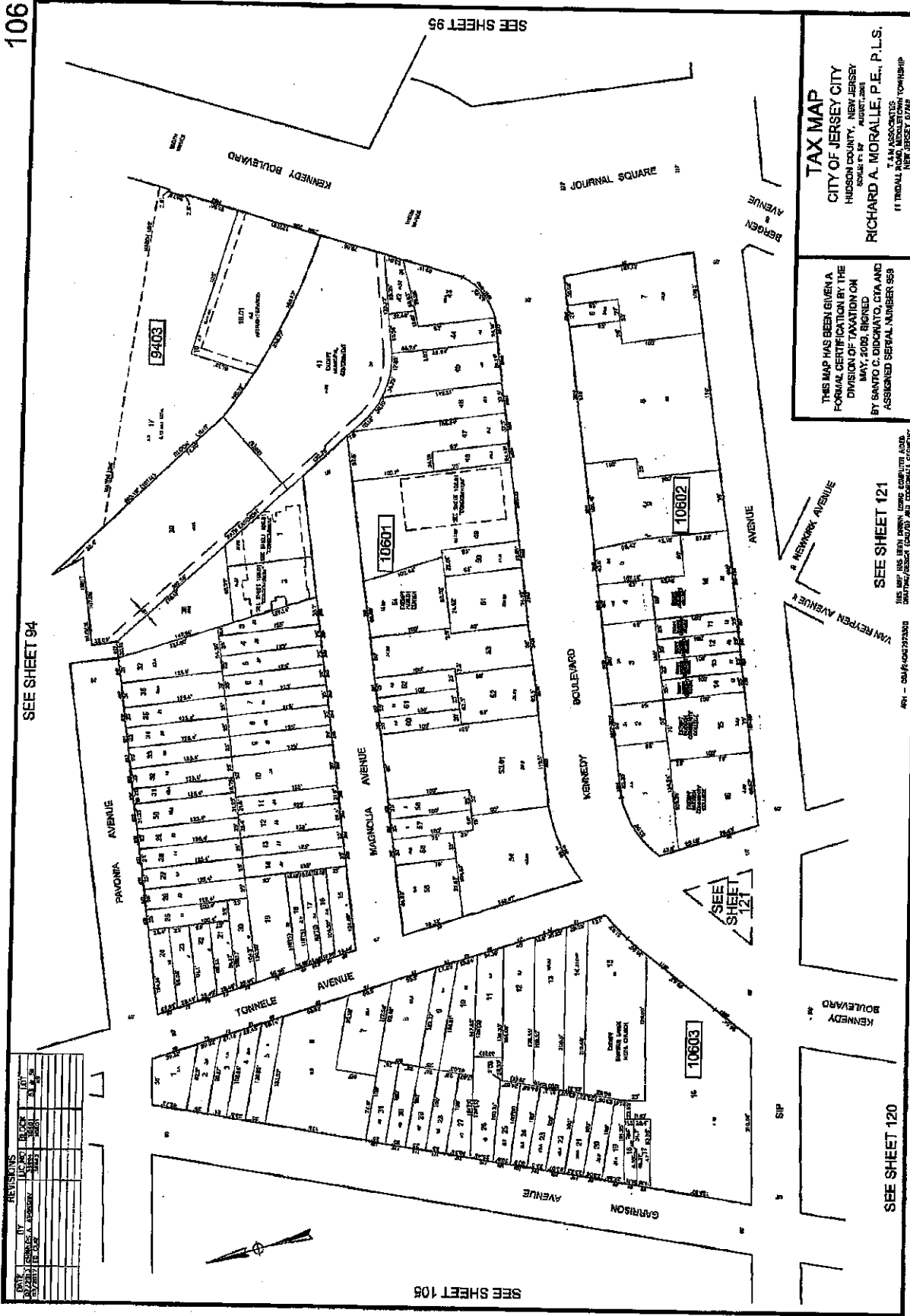
Section 5. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to take all actions and to execute any and all documents necessary to effectuate this Resolution, in consultation with counsel.

Section 6. This Resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of February 15, 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	✓			



TAX MAP
CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE 1" = 100' AUGUST 1988
RICHARD A. MORALLE, P.E., P.L.S.
T.A.M. ASSOCIATES
11 THORNTON ROAD, MIDDLETON TOWNSHIP
NEW JERSEY, 07046

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY 2003, SIGNED
BY SANTO C. DICICATO, CTA AND
ASSIGNED SERIAL NUMBER 558

SEE SHEET 121

THIS MAP HAS BEEN GIVEN A
FORMAL CERTIFICATION BY THE
DIVISION OF TAXATION ON
MAY 2003, SIGNED
BY SANTO C. DICICATO, CTA AND
ASSIGNED SERIAL NUMBER 558

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A THIRD AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH SCITECH SCITY LLC FOR THE REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK 21504, LOTS 4.01, 5, 6 AND 7 COMMONLY KNOWN AS 115 JERSEY CITY BOULEVARD, 101 PHILLIP STREET, 65 PHILLIP STREET AND OLIVER STREET, WITHIN THE LIBERTY HARBOR REDEVELOPMENT AREA

WHEREAS, the City Council (the “**City Council**”) of the City of Jersey City (the “**City**”), has determined that the Liberty Harbor Redevelopment Area (the “**Redevelopment Area**”) is an “area in need of redevelopment” as such term is defined in the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*) (the “**Redevelopment Law**”); and

WHEREAS, the City Council has enacted an ordinance approving a redevelopment plan for the Liberty Harbor Redevelopment Area (as amended and supplemented from time to time, the “**Redevelopment Plan**”); and

WHEREAS, the Jersey City Redevelopment Agency (the “**Agency**”) was established as an instrumentality of the City and operates pursuant to the provisions of the Redevelopment Law with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, the Agency designated a non-profit affiliate of the Liberty Science Center, Scitech Scity LLC (the “**Redeveloper**”, together with the Agency, the “**Parties**”), as redeveloper of the Scitech Scity redevelopment project (the “**Project**”) further described in that certain redevelopment agreement by and between the Agency and the Redeveloper dated May 2, 2017, as amended by that certain First Amendment to Redevelopment Agreement dated February 27, 2018, and as amended by that certain Second Amendment to Redevelopment Agreement dated as of May 18, 2022 (collectively, the “**Redevelopment Agreement**”); and

WHEREAS, the Parties desire to enter into a Third Amendment to Redevelopment Agreement, in substantially the form on file with the Agency (the “**Third Amendment**”), revising certain termination provisions of the Redevelopment Agreement, revising the reverter provisions of the Redevelopment Agreement and the Deed, and, revising the Deed and Declaration of Covenants accordingly; and

WHEREAS, the Agency desires to approve the Third Amendment and to authorize the execution thereof,

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

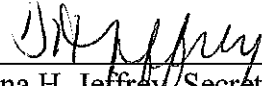
Section 1. The recitals hereto are incorporated herein as if set forth at length.

Section 2. The Board of Commissioners hereby authorizes the Third Amendment as set forth herein.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are each hereby authorized to execute and deliver the Third Amendment to Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with counsel, and any and all other documents necessary or desirable to effectuate this Resolution and the Third Amendment, including but not limited to a Corrective Deed and an amended Declaration of Covenants and Restrictions, 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 September 20, 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
01/20/13	CHRIS A. ARNOLD	33842	1-2
01/20/13	ED. ARNOLD	33842	1-2
01/20/13	ED. ARNOLD	33842	1-2
01/20/13	ED. ARNOLD	33842	1-2
01/20/13	ED. ARNOLD	33842	1-2
01/20/13	ED. ARNOLD	33842	1-2
01/20/13	ED. ARNOLD	33842	1-2
01/20/13	ED. ARNOLD	33842	1-2
01/20/13	ED. ARNOLD	33842	1-2
01/20/13	ED. ARNOLD	33842	1-2

SEE SHEET 198

SEE SHEET 214

SEE SHEET 199 SEE SHEET 202 SEE SHEET 203

SEE SHEET 158

SEE SHEET 216

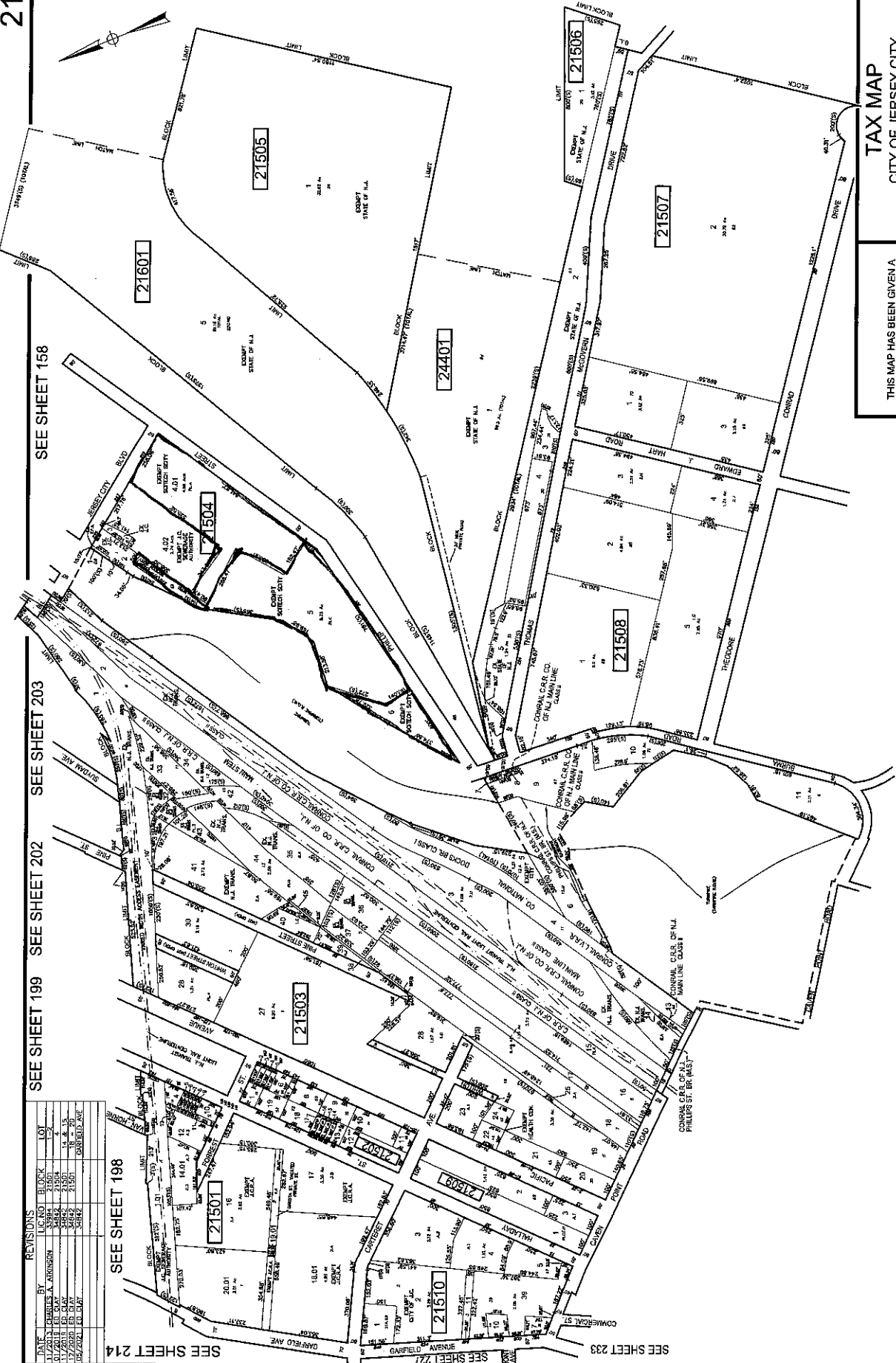
SEE SHEET 223

SEE SHEET 227

SEE SHEET 233

SEE SHEET 243

SEE SHEET 244



TAX MAP

CITY OF JERSEY CITY
HUDSON COUNTY, NEW JERSEY
SCALE: 1"=200'
AUGUST, 2009
RICHARD A. MORALLE, P.E., P.L.S.
T.A.M. ASSOCIATES
11 TINDALL ROAD, MEDFORD TOWNSHIP
NEW JERSEY, 07740

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 659

THIS MAP AND SET, DRAWN USING COMPUTER AIDED
DRAWING (CADD), IS A TRUE AND CORRECT COPY.
A.R.L. - CADD/442/27/1350

FIRST AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT (the "First Amendment"), is made to be effective as of this 27th day of February, 2018 (the "Amendment Date") by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey (the "Agency"), having its offices at 66 York Street, Jersey City, New Jersey, 07302, and **SCITECH SCITY LLC**, a New Jersey limited liability company, having its offices at 222 Jersey City Boulevard, Jersey City, New Jersey 07305 (the "Redeveloper") (individually the "Party" and collectively the "Parties").

WITNESSETH:

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

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

WHEREAS, the Agency and the Redeveloper entered into that certain Redevelopment Agreement dated May 2, 2017 (the "Original Agreement") pursuant to the provisions of the Act; and was recorded on August 25, 2017 in **Book 9232, Page 511**; and

WHEREAS, the Agency and the Redeveloper have determined to enter into the First Amendment for the purpose of revising certain timeframes established in the Original Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties hereto do hereby covenant and agree with each other as follows:

Section 1. Schedule C of the Original Agreement "Development Timetable" is amended such that the deadline for the Redeveloper to submit the draft site plan to JCRA shall be extended to April 30, 2018. Except as amended herein, all other deadlines listed in Schedule C of the Original Agreement shall remain unchanged.

Section 2. The Original Agreement, as modified by this First Amendment, is ratified and affirmed by the Parties. Except as expressly amended herein, the Original Agreement is and shall remain in full force and effect in accordance with the remainder of its terms.

Section 3. This First Amendment may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

[Signatures appear on following page]

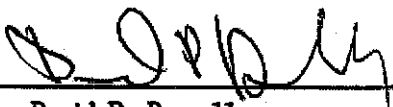


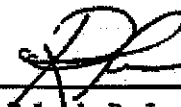
20180403010035050 1/4
04/03/2018 10:19:01 AM DEEDMUN
Bk: 9294 Pg: 913
Diane Coleman
Hudson County, Register of Deeds
Receipt No. 1344374

IN WITNESS WHEREOF, the Agency has caused this Agreement to be duly executed in its name and behalf by the Chairman of its Board of Commissioners, and its seal to be hereunto duly affixed and attested by its Secretary, and the Redeveloper has caused this Agreement to be duly executed in its name and behalf by its Authorized Signatory, on or as of the day first above written.

ATTEST:

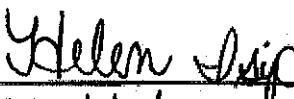
JERSEY CITY REDEVELOPMENT AGENCY,
a body corporate & politic of the State of N.J.

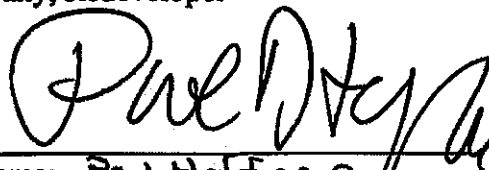
By: 
David P. Donnelly
Secretary

By: 
Rolando R. Lavarro, Jr.
Chairman

WITNESS:

**SCITECH SCITY, a New Jersey limited liability
company, Redeveloper**

By: 
Name: Helen Isip

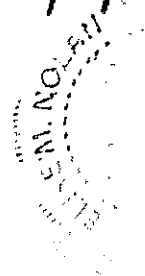
By: 
Name: Paul Hoffman
Title: Authorized Signatory

STATE OF NEW JERSEY)
) SS:
COUNTY OF HUDSON)

BE IT REMEMBERED, that on February 27, 2018, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared Paul Hoffman, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that s/he is an Authorized Signatory of **SCITECH SCITY LLC**, a limited liability company of the State of New Jersey, the entity named in the within Instrument and that s/he signed, sealed and delivered the attached document as and for his/her act and deed and as the authorized act and deed of SciTech Scity, LLC.

Sworn and subscribed to before me
this 27th day of February, 2018

Elaine M. Nolan
Notary Public of the State of NJ
My Commission Expires 9/22/20



STATE OF NEW JERSEY }

} SS.:

COUNTY OF HUDSON }

BE IT REMEMBERED that on this 27 day of February 2018, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared **ROLANDO R. LAVARRO, JR.**, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the **Chairman of the Board of Commissioners of the JERSEY CITY REDEVELOPMENT AGENCY**, named within instrument; he signed the within instrument on behalf of the Agency; and he is authorized to execute said instrument on behalf of the Agency and he executed this instrument as the true and voluntary act of the Agency, duly authorized by all necessary action by the Agency, for the uses and purposes therein expressed.

Signed and sworn to before me on
This 27 day of Feb 2018



Maria E. Aguilar-Ambrossi

Notary Public of the State of NJ

My Commission Expires July 13, 2020

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE
JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A
SECOND AMENDMENT TO THE REDEVELOPMENT
AGREEMENT WITH SCITECH SCITY LLC FOR THE
REDEVELOPMENT OF PROPERTY IDENTIFIED AS BLOCK
21504, LOTS 4.01, 5, 6 AND 7 COMMONLY KNOWN AS 115
JERSEY CITY BOULEVARD, 101 PHILLIP STREET, 65 PHILLIP
STREET AND OLIVER STREET, WITHIN THE LIBERTY
HARBOR REDEVELOPMENT AREA**

WHEREAS, the City Council (the "**City Council**") of the City of Jersey City (the "**City**"), has determined that the Liberty Harbor Redevelopment Area (the "**Redevelopment Area**") is an "area in need of redevelopment" as such term is defined in the Local Redevelopment and Housing Law (*N.J.S.A. 40A:12A-1 et seq.*) (the "**Redevelopment Law**"); and

WHEREAS, the City Council has enacted an ordinance approving a redevelopment plan for the Liberty Harbor Redevelopment Area (as amended and supplemented from time to time, the "**Redevelopment Plan**"); and

WHEREAS, the Jersey City Redevelopment Agency (the "**Agency**") was established as an instrumentality of the City and operates pursuant to the provisions of the Redevelopment Law with responsibility for implementing redevelopment plans and carrying out redevelopment projects in the City; and

WHEREAS, the Agency designated a non-profit affiliate of the Liberty Science Center, Scitech Scity LLC (the "**Redeveloper**", together with the Agency, the "**Parties**"), as redeveloper of the Scitech Scity redevelopment project (the "**Project**") further described in that certain redevelopment agreement by and between the Agency and the Redeveloper dated May 2, 2017 (the "**Initial Redevelopment Agreement**"), as amended by that certain First Amendment to Redevelopment Agreement dated February 27, 2018 (collectively, the "**Redevelopment Agreement**"); and

WHEREAS, the Parties desire to enter into a Second Amendment to Redevelopment Agreement, in substantially the form on file with the Agency (the "**Second Amendment**"), to revise both the project description established in the Redevelopment Agreement and the construction timeline laid out in the Redevelopment Agreement's Schedule C; and

WHEREAS, the Agency desires to approve the Second Amendment and to authorize the execution thereof,

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

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

Section 2. The Board of Commissioners hereby authorizes the Second Amendment as set forth herein.

Section 3. The Chairman, Vice-Chair, Executive Director and/or Secretary of the Agency are each hereby authorized to execute and deliver the Second Amendment to Redevelopment Agreement, in substantially the form on file with the Agency, together with such additions, deletions and modifications as deemed necessary or desirable by the Executive Director in consultation with counsel, and any and all other documents necessary or desirable to effectuate this Resolution, in consultation with counsel.

Section 4. This Resolution shall take effect immediately.

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


Diana H. Jeffery, 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 A PROFESSIONAL SERVICES CONTRACT NO. 22-09-VB3 WITH POTOMAC-HUDSON ENVIRONMENTAL, INC. FOR ENVIRONMENTAL ENGINEERING SERVICES AT 125 MONITOR STREET 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.* (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, pursuant to the Redevelopment Law, the City designated that certain area known as the Morris Canal Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment and enacted the Morris Canal Redevelopment Plan (as amended and supplemented from time to time, the “**Redevelopment Plan**”) in order to effectuate the redevelopment of the Redevelopment Area; and

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

WHEREAS, the Agency requires environmental engineering services (the “**Environmental Engineering Services**”) in connection with the adaptive re-use of the building located on the property identified as Block 17503, Lot 1 on the tax maps of the City, commonly known as 125 Monitor Street (the “**Property**”); and

WHEREAS, pursuant to *N.J.S.A. 40A:11-5(1)(a)(i)*, by Resolution No. 19-10-05 the Board of Commissioners of the Agency awarded Contract No. 19-10-MPN16 to Potomac Hudson Environmental, Inc. (“**PHE**”), to perform certain Environmental Engineering Services at the Property, which, pursuant to *N.J.S.A. 40A:11-15*, was subsequently reauthorized and amended by Resolution No. 20-09-10 adopted September 15, 2020, and by Resolution No. 21-09-15 adopted September 21, 2021 (as reauthorized annually pursuant to the LPCL, the “**2021 Contract**”),

WHEREAS, the term of the 2021 Contract is set to expire on September 30, 2022; and

WHEREAS, by Resolution No. 20-01-13 dated January 21, 2020, the Agency’s Board of Commissioners authorized Contract No. 20-01-MPN1 with PHE to perform certain other Environmental Engineering Services at the Property (the “**2020 Contract**”) which expired on January 21, 2021 prior to completion of the Environmental Engineering Services set forth in the 2020 Contract; and

WHEREAS, on September 6, 2022, PHE submitted a proposal, a copy of which is on file with the Agency (the “**Proposal**”), to enter into a new contract to perform the remaining Environmental Engineering Services under the 2020 Contract and the 2021 Contract, as well as additional services described in the Proposal (the “**2022 Contract**”); and

WHEREAS, the Agency wishes to award the 2022 Contract for an amount not to exceed \$13,000.00 for a term expiring no later than twelve (12) months after the effective date of the 2022 Contract or upon completion of the Environmental Engineering Services, whichever is earlier; and

WHEREAS, pursuant to the LPCL, the Environmental Engineering Services are professional services exempt from public bidding; and

WHEREAS, PHE 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 2022 Contract will prohibit PHE from making any reportable contributions through the term of the 2022 Contract; and

WHEREAS, the Agency certifies that funds are available for the Environmental Engineering Services; 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 as follows:

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

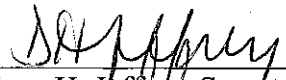
Section 2. The Board of Commissioners hereby authorizes the 2022 Contract (Contract No. 22-09-VB3) with PHE to perform the Environmental Engineering Services for an amount not to exceed Thirteen Thousand Dollars (\$13,000.00), payable in accordance with the rates set forth in the Proposal for a term to expire no later than twelve (12) months after the effective date of the 2022 Contract or upon completion of the Environmental Engineering Services, whichever is earlier, all subject to the Agency's form professional services agreement.

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

Section 4. If any part of this Resolution shall be deemed invalid, such parts shall be severed and the invalidity thereby shall not affect the remaining parts of this Resolution.

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 September 20, 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	/			



POTOMAC-HUDSON ENVIRONMENTAL, INC.

6 September 2022

Transmit via Electronic Mail

Victoria Bonners
Assistant Project Manager
Jersey City Redevelopment Agency
66 York Street - Floor 2
Jersey City, NJ 07302

Re: Proposal for Continuing Environmental Services for 2023
125 Monitor Street
Jersey City, New Jersey

Dear Ms. Bonners:

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

Our original proposal from December 2016 included preparation of a Preliminary Assessment/Phase I and Site Investigation of the subject property. This work has been supplemented with annual proposals to continue with ongoing investigations and environmental actions. These investigations and actions have included,

- Test pit sampling of illegally placed fill on the site (2017)
- Coordination of site building inspections with PSS and Phillips Preiss (2020)
- Update of draft environmental cost estimates (2019, 2020, 2021)
- Preparation of a Draft Site Investigation Report (2021)
- Preparation of detailed remedial cost estimates for soil, groundwater, asbestos- and PCB-containing materials (2021)
- Continued coordination with JCRA's legal team (2020, 2021)

Based on the current status of the site and ongoing actions by others, PHEnv anticipates several tasks that may move forward in 2023 as part of the Agency's condemnation proceedings.

SCOPE OF WORK

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

Task 1: Coordination with JCRA and Legal Team

PHEnv will coordinate, as requested, with JCRA and their legal team regarding any environmental and remedial issues relating to (i) previously circulated remedial descriptions and cost estimates,

Scientists • Planners • Engineers

(ii) issues related to condemnation proceedings, and (iii) future implications of current actions on site redevelopment. As part of this task, we would review those documents and reports produced by others and coordinate our professional opinions and input with JCRA.

Task 2: Review and Monitor On-Going Remedial Efforts

PHEnv will monitor ongoing remedial actions through discussions, where possible, with the current LSRP for the owner, following environmental submittals through NJDEP Data Miner, and obtaining and report submittals through OPRA and/or NJDEP file reviews.

Task 3: Expert Testimony

PHEnv will be available for expert testimony that may arise from future condemnation proceedings. All charges relating to this task would be charged in accordance with the attached Fee Schedule.

Task 4: Project Management

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

SCHEDULE

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

COST ESTIMATE

The time and materials not to exceed cost estimate to conduct the scope of work described above is **\$13,000.00**. A breakdown of the cost estimate is as follows:

TASK	Description	ESTIMATED COST
1	Coordinate with JCRA/Team	\$ 2,000.00
2	Monitor Ongoing Remedial Actions and Documents	\$ 1,500.00
3	Expert Testimony (to be billed on a time & expense basis in accordance with the attached Fee Schedule)	\$ 7,000.00
4	Project Management	\$ 2,500.00
	TOTAL COST ESTIMATE	\$13,000.00



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

LIMITATIONS

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

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

Sincerely,
Potomac-Hudson Environmental, Inc.

A handwritten signature in black ink, appearing to read 'D. Draper', with a stylized flourish extending from the end.

David R. Draper, LSRP





FEE SCHEDULE

Effective September 2022

<u>Professional Services</u>	<u>Hourly Rate</u>
Principal	\$270
Director	\$240
Senior Project Manager	\$195
Project Manager	\$180
Senior Environmental Scientist/Engineer 3	\$165
Senior Environmental Scientist/Engineer 2	\$155
Senior Environmental Scientist/Engineer 1	\$145
Environmental Scientist/Engineer 2	\$130
Environmental Scientist/Engineer 1	\$125
Junior Environmental Scientist/Engineer 2	\$120
Junior Environmental Scientist/Engineer 1	\$100
Technician	\$95
Licensed Site Remediation Professional	\$190
Expert/ Court Testimony (Minimum 4 Hours)	\$400

SUBCONTRACTOR AND DIRECT COSTS

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

TRAVEL AND EQUIPMENT

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

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY REAUTHORIZING CONTRACT NO. 21-06-RN2 WITH GALLAGHER BASSETT TECHNICAL SERVICES, INC. FOR LICENSED SITE REMEDIATION PROFESSIONAL SERVICES IN CONNECTION WITH PROPERTY LOCATED AT BLOCK 17301, LOT 10 AND BLOCK 17401, LOT 1 WITHIN THE MORRIS CANAL GREENWAY IN THE CITY OF JERSEY CITY

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

WHEREAS, in furtherance of the goals and objectives of the Redevelopment Law, specifically *N.J.S.A. 40A:12A-22(k)*, the Agency requires from time to time the services of certain professionals to assist the Agency in discerning the economic and environmental viability for potential redevelopment of various parcels; and

WHEREAS, Gallagher Bassett Technical Services, Inc. (“**GBTS**”) submitted a proposal to the Agency dated June 4, 2021 (the “**Proposal**”), to perform the services of a Licensed Site Remediation Professional (“**LSRP**”) in connection with the Site Investigation Services required for a portion of the Morris Canal Greenway identified as Block 17301, Lot 10 and Block 17301, Lot 1 the City’s tax maps (the “**LSRP Services**”); and

WHEREAS, by Resolution No. 21-06-13 adopted on June 15, 2021, the Agency’s Board of Commissioners authorized Contract No. 21-06-RN2 with GBTS dated June 16, 2021 to perform the LSRP Services for a period of one (1) year (the “**Contract**”) for a total cost not to exceed \$81,550.00; and

WHEREAS, additional time is needed to finish the drawdown of the Contract funds; and

WHEREAS, GBTS possesses the skills and expertise to perform and complete the LSRP Services; and

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

WHEREAS, the Agency desires to reauthorize the professional services agreement with GBTS to perform and complete the LSRP Services at the rates set forth in the Proposal in a total amount not to exceed the remaining Contract amount of \$68,825.00; and

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

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

WHEREAS, notice of the award of the professional services contract shall be published in a newspaper of general circulation as required by law.

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


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

Section 2. The Board of Commissioners hereby reauthorizes the Contract with GBTS in a total amount not to exceed the remaining Contract amount of \$68,825.00 payable according to the rates set forth in the Proposal, and for a term expiring either one (1) year from the effective date of such reauthorized contract or upon completion of the LSRP Services, whichever is earlier, in accordance with the terms and conditions set forth in the Agency's form professional services agreement.

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

Section 4. This resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 20, 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	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING CHANGE ORDER #2 TO 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 “LPCL”), 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, as extended pursuant to Change Order #1 approved by Resolution No. 22-08-10 (collectively, 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 September 30, 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 the Contract until December 31, 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 December 31, 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 execute Change Order #2 in order to memorialize the extension of the term of Contract No. 21-08-RP1, and to 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 September 20, 2022.


Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE				
NAME	AYE	NAY	ABSTAIN	ABSENT
Donald R. Brown	1			
Douglas Carlucci	1			
Erma D. Greene				1
Victor Negron, Jr.	1			
Darwin R. Ona	1			
Denise Ridley	1			
Daniel Rivera	1			

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.

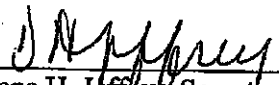
Section 2. The Board of Commissioners hereby authorizes extension of the Contract Term to September 30, 2022.

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 been 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]

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE REDEVELOPMENT AGREEMENT WITH 651 TONNELLE AVENUE, LLC FOR PROPERTY IDENTIFIED AS BLOCK 1901, LOTS 1-19 COMMONLY KNOWN AS 577, 591, 595, 639, 641, 651, 655, 659, AND 661-671 TONNELLE AVENUE, AND 205-221 BLEECKER STREET; BLOCK 1101, LOT 1 COMMONLY KNOWN AS BLEECKER STREET; AND BLOCK 1101, LOTS 2-9, COMMONLY KNOWN AS 689, 695 AND 697 TONNELLE AVENUE AND CARROLL AVENUE WITHIN THE TONNELLE AVENUE LIGHT INDUSTRIAL REDEVELOPMENT AREA

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

WHEREAS, pursuant to the Redevelopment Law, the City designated that certain area known as the Tonnele Avenue Light Industrial Redevelopment Area (the “**Redevelopment Area**”) as an area in need of redevelopment and enacted the Tonnele Avenue Light Industrial Redevelopment Plan (as amended and supplemented from time to time, the “**Redevelopment Plan**”) to effectuate the redevelopment of the Redevelopment Area; and

WHEREAS, Daylight Transport, LLC (the “**Redeveloper**”) proposes to redevelop that certain property within the Redevelopment Area identified on the official tax maps of the City as Block 1901, Lots 1-19 (the “**Property**”); and

WHEREAS, the Redeveloper proposes to construct a warehouse distribution center consisting of a 100-door cross-dock truck terminal with office space, onsite parking, together with off-site improvements on Carroll Avenue and Bleecker Street and streetscape improvements on Tonnele Avenue along the Property frontage on the Property (the “**Project**”); and

WHEREAS, on June 18, 2019, the Board of Commissioners of the Jersey City Redevelopment Agency adopted Resolution 19-06-14 designating Daylight Transport, LLC (the “**Redeveloper**”) to serve as the redeveloper for the property located at Block 1901, Lots 1 through 19 and commonly known as 577, 591, 595, 639, 641, 651, 655, 659, and 661-671 Tonnelle Avenue, and 205-221 Bleecker Street; Block 1101, Lot 1 commonly known as Bleecker Street; and Block 1101, Lots 2-9, commonly known as 689, 695 and 697 Tonnelle Avenue and Carroll Avenue located within the Tonnelle Avenue Light Industrial Redevelopment Area, and authorizing the Agency to enter into a redevelopment agreement with the Redeveloper for the Property (collectively, the “**Property**”); and

WHEREAS, on October 15, 2021, the Agency entered into a redevelopment agreement with the Redeveloper for the redevelopment of the Property (the “**Redevelopment Agreement**”); and

WHEREAS, the Redeveloper received approval of its proposed Site Plan (“**Site Plan**”) on June 14, 2022 (“**Site Plan Approval**”); and

WHEREAS, there is a need to amend the scope of the project as set forth in the Redevelopment Agreement to be consistent with the Site Plan Approval; and

WHEREAS, these changes are not deemed to be material to the Project; and

WHEREAS, the Agency desires to enter into a First Amendment to the Redevelopment Agreement (“**First Amendment**”) to memorialize these changes, a copy of which is on file with the Agency, and

WHEREAS, these changes to the proposed project set forth in the First Amendment based on the Site Plan are: the Redevelopment Agreement provided for the terminal building to be a total of 50,962 square-feet (46,664 SF of warehouse area and 4,298 SF of office area), the Site Plan provides for the terminal building to be a total of 50,568 SF (40,714 SF of warehouse area and 9,854 SF of office area); the Redevelopment Agreement provides for 130 car parking spaces, 178 trailer storage spaces and 61 trailer jockey spaces, the Site Plan provides for 111 car parking spaces, 120 trailer storage spaces and 33 trailer jockey spaces.); the Site Plan provides for the addition of a small, 2,400 square-foot garage on the northwestern side of the project site; the new terminal building on the Property was moved south to avoid conflicts with an existing NJDOT storm water drainage pipe and improve circulation; the terminal building office was moved to the southern portion of the building and the employee parking area was moved to the southern area of the site to keep both in close proximity; and the guardhouse, located adjacent to the Carrol Avenue right-of-way consistent with the Redevelopment Plan, was moved to a slightly different position); and

WHEREAS, except as expressly authorized herein, all other terms and conditions of the Redevelopment Agreement shall remain unchanged and in full force and effect,

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

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

Section 2. The Board of Commissioners hereby authorizes the First Amendment to the Redevelopment Agreement.

Section 3. The Chair, Vice-Chair, Executive Director and/or Secretary of the Agency are hereby authorized to execute the First Amendment, 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, 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 September 20, 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 Brown	✓			
Douglas Carlucci	✓			
Erma Greene				✓
Victor Negron, Jr.	✓			
Darwin R. Ona	✓			
Denise Ridley	✓			
Daniel Rivera	✓			

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING CONTRACT NO. 21-10-CJ6 WITH SILAGY CONTRACTING, LLC FOR VACANT LOT CLEAN UP AND MAINTENANCE SERVICES AT AGENCY-OWNED PROPERTIES WITHIN VARIOUS REDEVELOPMENT AREAS

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

WHEREAS, in order to maintain its properties, from time to time the Agency requires routine maintenance and upkeep services for such properties (the “**Services**”); and

WHEREAS, the Agency issued a Request for Bids (“**RFB**”) for the Services pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “**LPCL**”); and

WHEREAS, in accordance with the LPCL, Silagy Contracting, LLC (“**Silagy**”) was the lowest responsible bidder in response to the Agency’s RFB; and

WHEREAS, pursuant to Resolution No. 19-09-04 adopted on October 19, 2021, and in accordance with the Agency’s bid specifications, the Board of Commissioners of the Agency awarded and the parties entered into Contract No. 21-10-CJ6 for maintenance of the properties indicated in the Agency’s RFB, as amended by (i) Change Order # 1 as authorized by Resolution No. 21-11-16, adopted on November 9, 2021; (ii) Change Order #2 as authorized by Resolution No. 22-03-17, adopted on March 15, 2022; and (iii) Change Order #3 as authorized by Resolution No. 22-07-14, adopted July 19, 2022 (as amended, the “**Contract**”); and

WHEREAS, the Contract is set to expire on October 21, 2022; and

WHEREAS, in accordance with the RFB, the term of the Contract may be extended at the Agency’s option, in its sole discretion, for one (1) additional one (1) year period pursuant to *N.J.S.A. 40A:11-15*; and

WHEREAS, the Agency desires to extend the term of the Contract for an additional period of one (1) year, with Year 2 of the contract commencing October 22, 2022 and expiring on October 21, 2023 (the “**Contract Extension**”); and

WHEREAS, Silagy has requested an 8.5% increase to the rates set forth in the Contract, based on the yearly consumer price index rate (“**CPI**”), as is permitted by *N.J.S.A. 40A:11-15*; and

WHEREAS, the Contract Extension shall be payable in accordance with the rates set forth in the Contract adjusted by the 8.5% CPI, up to an amount not to exceed \$187,032.30; and

WHEREAS, except as otherwise set forth herein, the terms and conditions of the Contract shall remain substantially the same; and

WHEREAS, the Agency certifies that funds are available for the purposes set forth herein.

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

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

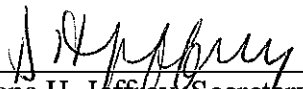
Section 2. The Board of Commissioners hereby finds that Silagy has performed the Services in an effective and efficient manner during the initial term of the Contract.

Section 3. The Board of Commissioners hereby authorizes a one (1) year extension of the Contract, with Year 2 of the contract commencing October 22, 2022 and expiring on October 21, 2023, payable in accordance with the rates set forth in the Contract adjusted by the 8.5% CPI, up to an amount not to exceed \$187,032.30.

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

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 September 20, 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	✓			

[illegible]

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT TO SILAGY CONTRACTING, LLC FOR VACANT LOT CLEAN-UP AND MAINTENANCE SERVICES AT AGENCY-OWNED PROPERTIES WITHIN VARIOUS REDEVELOPMENT AREAS

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") owns certain properties within the City of Jersey City (the "City"); and

WHEREAS, in order to maintain its properties, from time to time the Agency requires routine maintenance and upkeep services for such properties (the "Services"); and

WHEREAS, the Agency issued a Request for Bids ("RFB") for Vacant Lot Cleanup and Maintenance Services pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "LPCL"); and

WHEREAS, on September 21, 2021, the Agency received three (3) bids in response to the RFB (the "Bids"), copies of which are on file with the Agency; and

WHEREAS, the Agency examined the bids and desires to award a contract to Silagy Contracting, LLC ("Silagy"), the lowest responsible bidder, to perform the Services for a period commencing on October 22, 2021 and expiring on October 21, 2022 in an amount not to exceed One Hundred Seventy-Two Thousand Three Hundred Eighty Dollars (\$172,380.00); and

WHEREAS, the Agency hereby certifies it has funds available to compensate Silagy for the Services; and

WHEREAS, in accordance with the RFB, the term of the contract awarded herein may be extended at the Agency's option, in its sole discretion, for one (1) additional period of one (1) year pursuant to *N.J.S.A. 40A:11-15*, with Year 2 of the contract commencing October 22, 2022 and expiring on October 21, 2023; and

WHEREAS, in accordance with the RFB, if the Agency elects to exercise its option(s) to extend the contract awarded herein, the contract price for each extension term shall be based on the terms of the RFB, the LPCL and the Silagy Bid,

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 awards a contract for the Services to Silagy for an amount not to exceed One Hundred Seventy-Two Thousand Three Hundred Eighty Dollars (\$172,380.00), based on the terms, conditions and rates set forth in the Silagy's bid for a term commencing on October 22, 2021 and expiring on October 21,

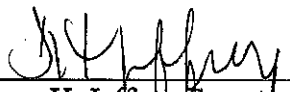
2022, which term may be extended by the Agency at its sole discretion pursuant to *N.J.S.A. 40A:11-15* for one (1) additional period of one (1) year commencing October 22, 2022 and expiring on October 21, 2023, all subject to the terms and conditions of the RFB.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract awarded herein, together with such additions, deletions and/or modifications as deemed necessary or desirable by the Agency, 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 and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. This resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of October 19, 2021.


Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE				
<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				✓

CONTRACT NO. 21-10-CJ6

THIS CONTRACT NO. 21-10-CJ6 (the "**Contract**"), entered into as of this 20th day of October 2021 (the "**Effective Date**"), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey with offices at 4 Jackson Square, Jersey City, New Jersey 07305 (the "**Agency**"), and **SILAGY CONTRACTING LLC**, a limited liability corporation of the State of New Jersey with offices at 614 Old Post Road, Edison, New Jersey 08817 (the "**Contractor**"; together with the Agency, the "**Parties**"; each, a "**Party**").

W I T N E S S E T H :

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

WHEREAS, to properly maintain the Agency Properties, the Agency requires lot clean-up and maintenance services including but not limited to cutting grass, clearing and properly disposing of all garbage, litter and debris (the "**Services**"); and

WHEREAS, the Agency issued a Request for Bids (the "**RFB**") for performance of the Services. On September 21, 2021, the Agency received three (3) bids. The Agency examined the Bids and found Silagy Contracting, LLC to be the lowest responsible bidder to perform the Services, attached hereto as **Exhibit A** (the "**Proposal**" or the "**Bid**") setting forth the Contractor's proposed rates for performance of the Services at the Agency Properties; and

WHEREAS, by Resolution No. 21-10-15 adopted October 19, 2021, attached hereto as **Exhibit B**, the Board of Commissioners of the Agency awarded this contract to the Contractor; and

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

SECTION 1 – PURPOSE OF CONTRACT

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

SECTION 2 – PERFORMANCE

- A. **Performance**. The Contractor shall perform the Services every other week at each of the Agency Properties starting immediately upon the Effective Date. The Contractor shall

perform the Services in accordance with the Proposal, or as otherwise directed by the Agency, and in accordance with the terms and conditions set forth herein. Contractor's performance of the Services shall be satisfactory to the Agency. The Services shall be performed diligently without delay from start to completion.

- B. Access. The Agency hereby grants the Contractor a limited, non-exclusive, non-transferable, non-assignable right to enter the Agency Properties to perform the Services only. The Contractor, in performing the Services hereunder, shall not unreasonably interfere with the Agency's access to, operations on or use of the Agency Properties. The Contractor shall not enter the Agency Properties except during normal business hours (i.e., Monday through Friday, 9:00 AM to 5:00 PM), unless otherwise expressly permitted by the Agency. The Agency reserves the right to have representative(s) present during the Contractor's performance of the Services.
- C. Independent Contractor. The Contractor shall be solely responsible for determining the means and methods of performing the Services. The Contractor shall furnish all materials, equipment, tools, labor and supervision necessary to perform the Services. The Contractor shall be responsible for ascertaining the facts concerning conditions of the Agency Properties where the Services will be performed, including physical characteristics, and to read the specifications, terms and conditions and written instructions that may affect the work hereunder, and to make all necessary investigation relating thereto.
- D. Standard of Care. The Contractor shall perform the Services in a workmanlike manner with the degree of skill and care that is ordinarily exercised under similar circumstances by members of the respective industry performing the kind of work being performed hereunder, to assure that all work is adequate and appropriate for the purposes intended hereunder.
- E. Reports. The Contractor shall provide the Agency with progress reports throughout the term of the Contract as requested by the Agency.
- F. Licensure. All Services shall be performed by licensed individuals, where applicable.
- G. Supervisor. The Contractor shall appoint a supervisor, who shall be responsible for overseeing the Contractor's entire operation, from initial notification through completion, and who shall answer directly to the Agency's representative.
- H. First Opportunity. As the lowest responsible bidder, the Contractor is hereby given first opportunity to perform the Services at the Agency Properties and shall be given the first opportunity to perform any additional services as the Agency may request from time to time. If the Contractor is unable to perform any task(s) or project(s) hereunder or otherwise requested by the Agency, the Parties understand and agree that the Agency may, at its option, utilize the next lowest bidder.

SECTION 3 – SCOPE OF SERVICES; COMPENSATION; PAYMENT

A. Compensation Authorized.

1. The Agency shall pay the Contractor for performance of the Services in accordance with the prices quoted in the Contractor's Proposal. Such prices shall include all costs incidental to the item. Notwithstanding the foregoing, the total compensation paid by the Agency to the Contractor during the initial term of this Contract shall not exceed **ONE HUNDRED SEVENTY-TWO THOUSAND THREE HUNDRED EIGHTY (\$172,380.00)**. The award of this Contract shall in all cases be subject to the availability of funds duly appropriated for the purposes herein. This Contract shall immediately cease at such time as funds may cease to be available for such purposes.
2. In explanation but not in limitation thereof, payments hereunder shall include all overhead costs and basic support services incurred by the Contractor, including all work, labor, material, equipment, transportation and all else necessary to perform hereunder, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and all costs for replacement of defective materials. If the final quantity of work is less than the maximum quantity authorized herein, the Contractor shall have no claim for loss incurred for commitments made in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to having been authorized to proceed therewith.

B. **Damage to Property; Repairs.** The Contractor shall be responsible for any damage to the Agency Properties caused by the negligence, acts or omissions of either the Contractor or its custodians, officers, employees, agents or subcontractors, including but not limited to damage to railings, light standards, signs, delineators, curbs and all other structures or fixtures. In the event of such damage, the Agency reserves the right to immediately obtain temporary and/or permanent repairs at the expense of the Contractor and to deduct the cost of such repairs and related expenses incurred by the Agency from any monies due to the Contractor hereunder.

C. Scope of Services.

1. The Contractor shall not proceed with any work beyond that authorized herein without obtaining the prior, written consent of the Agency and, if applicable, the approval of the Board of Commissioners. Prior to engaging in such work, the Contractor shall submit to the Agency, in writing, a request to perform the additional services, detailing the nature of the work, the cost of performing such work, and the need for the additional services. The Agency shall not be liable for any claims for work performed outside the scope of Services or compensation authorized by the Agency unless so authorized by a written change order. The Agency shall not be liable for any claims for additional compensation based on any

delays necessary to institute a change order.

2. The Agency may request changes, including without limit increased quantities or extra materials not contemplated in the Proposal, by furnishing the Contractor with a written order signed by a representative of the Agency and, if applicable, approved by the Board of Commissioners. Such order shall state the extra service to be supplied and the amount to be paid therefor. The price in the order shall be determined in accordance with the unit prices applicable to this Contract, or as mutually agreed by the Parties; provided that if no unit prices are set forth and the Parties cannot agree on a unit price, then the Agency may seek bid proposals from other contractors.

D. Invoicing.

1. The Contractor shall submit invoices to the Executive Director of the Agency within ten (10) days of the end of each month of service. The Contractor shall submit and/or sign any required Agency or City accounts payable vouchers and/or purchase orders with each application for payment. The Contractor understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.
2. Notwithstanding the foregoing, the Agency shall pay Contractor on a monthly basis for invoices submitted on or before the first day of such month. The Contractor shall not be entitled to impose interest charges, penalties or any other type of escalation of the invoiced amount.
3. Contractor shall submit invoices on the standard form previously approved by the Agency. The invoices shall include the date and time during which Services were performed, the Agency Properties serviced, an itemized list of Services performed organized by Agency Property or other category established in the Proposal, and total amount due. The invoice shall include an order number provided by the Agency and shall reference the Agency's purchase order number, which shall be supplied by the Agency's Qualified Purchasing Agent.

- E. Acceptance of Payments. The acceptance by Contractor of any payment or partial payment shall be and shall operate as the Contractor's release of all claims against and liability of the Agency for all work done or furnished in connection with such payment and for every act, omission or negligence of the Agency and others relating to or arising out of such work. No payment, however, final or otherwise, shall operate to release the Contractor or Contractor's surety from any obligation hereunder.

SECTION 4 – EQUIPMENT

- A. Contractor's Obligation. The Contractor assumes full responsibility for the equipment and materials employed in the performance of the Services hereunder and agrees to make no claims against the Agency for damages to such equipment and/or materials from any cause

whatsoever.

- B. **Equipment Maintenance.** The Contractor shall maintain in good working order the equipment necessary to perform the Services. Vehicles used hereunder shall be maintained in compliance with Motor Vehicle Rules and Regulations applicable to such equipment.

SECTION 5 – INSURANCE

- A. **Insurance Requirements.** The Contractor shall procure, purchase and maintain the following insurance during the entire term. The insurance policies described herein shall be kept in force until submission of final invoices by the Contractor for all Services required hereunder. The Contractor agrees to procure, purchase and maintain insurance of the kinds and in the amounts set forth herein with insurance companies authorized to do business in the State of New Jersey, and rated A or better in Best's Key Rating Guide for Property and Casualty covering all operations under this Contract. Pursuant to the Agency's Request for Bids, "claims made" insurance policies do not satisfy the insurance requirements hereunder.

1. **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 and property damage insurance insuring against any and all liability arising out of Contractor's performance for injuries to any person or persons and for loss or damage to the property of any person for not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) in the general aggregate. Such policy shall cover without limit claims and damages of bodily injury, including personal injury, sickness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such coverage shall include products and completed operations coverage and shall protect against claims which may arise from any act or omission of the Agency, the Contractor, or anyone directly or indirectly acting on their behalf.
2. **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.

3. **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 One Hundred Thousand Dollars (\$100,000.00) combined single limit for injury, death or property damage to one person and not less than Five Hundred Thousand Dollars (\$500,000.00) on account of injury or death of two or more persons. Such coverage shall include vehicles owned by the Contractor, hired vehicles and other non-owned vehicles.

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

1. With respect to commercial general liability insurance and automobile insurance, Contractor shall obtain endorsements stating: "The Jersey City Redevelopment Agency, and the City of Jersey City, and each of their successors, officers, agents, custodians, servants, and employees shall be named additional insured on a primary and non-contributory basis." Such coverage shall be written to include coverage for the negligent acts or omissions of the Agency and the City. Such coverage shall also include a waiver of subrogation in favor of the Agency and the City, where allowed by law.
2. All certificates shall name the Agency and the City of Jersey City as additional insureds, with the exception of the workers' compensation policy, and shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed.
3. All of the Contractor's insurance coverage shall specifically include coverage for lot clean-up and maintenance services and shall contain a clause indemnifying and holding harmless the Agency and the City of Jersey City, and each of its officers, custodians, agents, servants and employees, from any and all liability of whatever nature arising from the work performed hereunder, including attorneys' fees and costs in connection with defending such claims.
4. The presence of employees of the Agency on Agency Properties shall not invalidate the policy of insurance.
5. The policies shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement 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. This provision shall be included in endorsement(s) to the policies required herein.

- C. Proof of Insurance. Upon execution of the contract, the Contractor shall furnish the Agency with copies of all insurance policies and proof of payment of said policies, as required by this Contract, which shall show the type, amount, class of operations, effective dates, and expiration dates of such policies.

SECTION 6 – TERMINATION

- A. Termination by Agency. The Agency reserves the right to terminate this Contract for convenience in whole or in part, at its sole discretion, upon giving at least thirty (30) days' written notice to the Contractor of the termination effective date. 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. If the Agency terminates the Contract pursuant to this Section, the Agency shall pay the Contractor for all obligations incurred and services rendered up to the date of termination.
- B. Termination for Cause. The Agency shall notify the Contractor in writing if the Services provided hereunder are unsatisfactory to the Agency. The Contractor shall rectify the unsatisfactory condition or performance within five (5) calendar days of receipt of such notice. If the unsatisfactory performance or condition is not so rectified, the Agency shall at its sole option be entitled to terminate this Contract immediately. If the Agency terminates this Contract due to the unrectified performance or condition, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from the Contractor is determined. The Contractor shall not be entitled to any compensation for services rendered after receiving a termination notice under this paragraph.

SECTION 7 – DISPUTE RESOLUTION

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

The Contractor agrees to indemnify, hold harmless and defend the Agency, the City, and each of their officers, custodians, agents, servants and employees, as their interests may appear (each, an "Indemnified Party"), from any and all liability including claims, demands, losses,

costs, damage, and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this Contract where such liability is founded upon or grows out of the acts, errors or omissions of the Contractor, its custodians, officers, employees, agents or subcontractors. The Contractor shall, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against an Indemnified Party or any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against an Indemnified Party in such suit. In defending any suit, the Contractor shall not, without obtaining express written permission in advance from the Agency, raise any defense involving in any way the immunity of the Agency or provisions of any statute respecting suit against the Agency. The Contractor shall provide documentation to the Agency as may be appropriate to demonstrate compliance with these indemnity requirements.

SECTION 9 – TERM OF CONTRACT

- A. This Contract is for a one-year term, commencing on October 22, 2021 and expiring on October 21, 2022, unless extended pursuant to the terms of this Section 9B or otherwise terminated by the Agency before the applicable expiration date in accordance with Section 6 herein.
- B. Agency Option to Extend. Subject to the requirements of *N.J.S.A. 40A:11-15*, the Agency shall have the option to extend this Contract under substantially the same terms and conditions for one (1) additional term of one (1) year, which shall commence immediately upon expiration of the initial term, October 22, 2022, set forth in Section 9(A) and shall terminate on October 21, 2023. If the Agency elects to exercise its option to extend, the Agency shall notify the Contractor of same no later than September 16, 2022. The Contractor shall accept the extension of this Contract if the Agency elects to exercise same. The Board of Commissioners shall adopt a resolution authorizing the extension, which resolution shall contain findings by the Board of Commissioners that the Services are being performed in an effective and efficient manner. The extension of this Contract shall remain subject to the appropriation and availability of funds.
- C. Payment During Renewal Term(s). If the Agency exercises its option to extend this Contract, the rates payable during the renewal term shall be cumulatively adjusted in accordance with *N.J.S.A. 40A:11-15*.

SECTION 10 – POLITICAL CONTRIBUTION DISCLOSURE

The Contractor shall comply with Jersey City Ordinance 08-128 regarding political contributions, 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

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

SECTION 13 – ASSIGNMENT

The Contractor shall not sublet, subcontract, assign or otherwise transfer in any way its obligations pursuant to this Contract, or the performance of same, or any equipment included in this Contract.

SECTION 14 – 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 15 – 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 16 – ENTIRE CONTRACT; MODIFICATION

This Contract and 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. No amendment to this Contract shall be considered binding on either of the Parties unless such amendment is in writing and signed by both Parties, and specifically recites that it is being entered into by and between the Agency and the Contractor with the specific intention to modify the terms of this Contract. Any modifications to this Contract which result in exceeding the amount authorized herein shall require the prior authorization of the Agency's Board of Commissioners and shall in all cases be conditioned upon the availability of funds.

SECTION 17 – NOTICE

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

SECTION 18 – 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 Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* The Contractor represents and warrants that it has secured all licenses and paid all inspection fees in accordance with the provisions set forth in applicable Federal, State, and local laws, ordinances, safety codes, orders, decrees and regulations ("**Applicable Laws**"). Ignorance regarding such requirements shall in no way serve to modify the provisions of this Contract. The Contractor shall at all times keep fully informed of and shall observe and comply with Applicable Laws. Each and every provision of law required by law to be inserted in this Contract shall be deemed inserted herein and this Contract shall be enforced as though same was included herein. If, through mistake or otherwise, any such provision is not included herein, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion.

SECTION 19 – COUNTERPARTS

This Contract may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument. Email and/or facsimile signatures shall be acceptable.

[Signatures appear on the following page]

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

WITNESS:

SILAGY CONTRACTING LLC

David P. Shuchman
Name:

By: *Robert L. Silagy*
Name:
Title:

WITNESS:

JERSEY CITY REDEVELOPMENT AGENCY

Quibrossi
Name:

By: *DH Jeffrey*
Diana Jeffrey
Executive Director

EXHIBIT A

BID FOR VACANT LOT CLEAN UP AND MAINTENANCE SERVICES

**THE JERSEY CITY REDEVELOPMENT AGENCY
BID SPECIFICATIONS FOR:**

VACANT LOT CLEAN-UP AND MAINTENANCE SERVICES

SUBMISSION DEADLINE:

11:00 A.M., SEPTEMBER 21, 2021

ADDRESS ALL BID PROPOSALS TO:

**ELIZABETH VASQUEZ, QPA
4 JACKSON SQUARE
JERSEY CITY, NJ 07305**

SPECIFICATIONS FOR:

VACANT LOT CLEAN-UP AND MAINTENANCE SERVICES

Sealed bids will be received, opened and read in public by Elizabeth Vasquez, QPA at 4 Jackson Square, Jersey City, New Jersey 07305. at 11:00 A.M., **September 21, 2021**. Bids may be submitted in person or may be sent by U.S. certified mail return receipt requested or may be sent by private courier service. Mail bids to: Elizabeth Vasquez, QPA, Jersey City Redevelopment Agency, 4 Jackson Square, Jersey City, N.J. 07305. Bids sent by mail must be received by the Qualified Purchasing Agent no later than 4:00 P.M. of the last Agency business day before the day of the reception. Bids sent by courier service must be delivered to the Qualified Purchasing Agent no later than 11:00 A.M. on the day of the reception. The Jersey City Redevelopment Agency shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Qualified Purchasing Agent. Bid proposals must comply with specifications.

NOTICE TO BIDDERS

Sealed bid proposals will be received, opened and read in public by the Qualified Purchasing Agent at 4 Jackson Square, Jersey City, New Jersey 07305 at 11:00 A.M. on September 21, 2021.

VACANT LOT CLEAN-UP AND MAINTENANCE SERVICES

Contract documents, specifications, and bid forms may be downloaded by going online to www.thejcra.org. Questions by prospective bidders concerning this bid must be sent via email to egarcia@jcnj.org.

Bidders (Contractors) are required to comply with requirements of N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27. No firm may be issued a Contract unless it complies with the equal employment opportunity and affirmative action provisions. These provisions require a careful reading and are incorporated herein by Reference. Bidders are also required to comply with the requirements of P.L. 2004, c. 57 which includes the requirement that contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury, as well as other provisions as listed in the Contract Documents.

Bids may be submitted in person, or may be sent by certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Elizabeth Vasquez, QPA, 4 Jackson Square, Jersey City, N.J. 07305. Bids sent by mail must be received by the Qualified Purchasing Agent no later than 4:00 P.M. on the last Agency business day before the day of the reception. Bids sent by courier service must be delivered to the Qualified Purchasing Agent no later than 11:00 A.M. at 4 Jackson Square, Jersey City, N.J. 07305 on the day of the reception. The Jersey City Redevelopment Agency shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Qualified Purchasing Agent. Bid proposals must comply with specifications.

The Qualified Purchasing Agent reserves the right to reject any and all bids received, or portion thereof, if deemed to be in the best interest of the Jersey City Redevelopment Agency.

INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS:

The Contract documents consists of the following:

Information to Bidders
Scope of Work
Any Addenda Issued Prior to the Reception
Bid Proposal/Bid Form
Bid Documents

With the exception of addenda, the above documents are bound herein and comprise the "Contract Documents".

Throughout the Contract, the term "Agency" or "JCRA" shall mean the Jersey City Redevelopment Agency.

"Bidder" shall mean a party submitting a bid in response to the JCRA Notice to Bidders.

"Contractor" shall mean the lowest responsible Bidder awarded a Contract by the JCRA.

"Director" shall mean the Executive Director of the JCRA, or her designee.

"Specifications" shall mean this Bid Specification for Vacant Lot Clean-Up and Maintenance Services.

"Notice to Bidders" shall mean the published newspaper advertisement soliciting bids.

"Bid" shall mean the completed Bid Proposal and Bid Form, with attached executed Bid Documents as required herein.

2. INTENT OF CONTRACT:

Under these Specifications and the Contract which will be based thereon, it is proposed that the Bidder shall furnish all materials, equipment, tools, labor and supervision necessary to complete the work in strict accordance with the Contract Documents.

The intent of the Contract Documents is to procure vacant lot clean-up and maintenance services satisfactory to the JCRA. It shall be understood that the Bidder has been satisfied as to the full requirement of the Contract Documents and has based the bid proposal upon such understanding.

3. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to read and examine the Contract Documents, and ascertain all the facts concerning conditions to be found at the locations including all physical characteristics, to read the Specifications thoroughly and completely, to consider all other matters which can in any way affect the work under the Contract Documents and to make the necessary investigations relating thereto, and the Bidder agrees to this obligation in the signing of the Contract Documents. The JCRA assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical characteristics at the locations. The Bidder agrees to make no claim for additional payment or seek any

other concession because of any misinterpretation or misunderstanding of the Contract Documents or of any failure to be acquainted with all conditions relating to the Contract.

4. INTERPRETATIONS OR ADDENDA:

Should a Bidder find discrepancies or omissions from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Qualified Purchasing Agent. All such written communications shall be sent to: Elizabeth Vasquez, QPA at 4 Jackson Square, Jersey City, New Jersey 07305. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received no later than September 3, 2021 to allow the JCRA to issue an addendum prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the Contract which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the bids by, the designee of the JCRA, who shall give each Bidder or his/her representative an opportunity to withdraw his/her bid before any bids are opened. Any objection subsequent to the opening of bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the bids shall not relieve such Bidder from any obligation under his/her bid, as submitted, including such addendum. The JCRA will not be responsible for any other explanations or interpretations of the Contract Documents.

5. SUBMITTING BID

Each Bid must be submitted on the prescribed Bid Form which shall not be removed from the Contract Documents. All entries must be in ink or typewritten. Bidders shall submit their Bid in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the work as shown in the Notice to Bidders.

When the Bid is made by an individual his/her post office address shall be stated and he/she shall sign the Bid. When made by a firm or partnership its name and post office address shall be stated, and the Bid shall be signed by one or more of the partners. When made by a corporation, its name and principal post office address shall be stated and the Bid shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases. Bids shall be delivered in person to the JCRA at the time and place stated in the Notice to Bidders, and they will be publicly opened and read aloud on the date, place, and at the time stated in the Notice to Bidders.

Bids may be submitted in person, or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail bids to: Elizabeth Vasquez, QPA at 66 York Street; 3rd Floor, Jersey City, New Jersey 07302. Bids sent by mail must be received no later than 4:00 P.M. of the last business day before the day of the reception. Bids sent by courier service must be delivered no later than 11:00 A.M. on the day of the reception. The JCRA shall not be responsible for the loss, non-delivery or physical condition of bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to Elizabeth Vasquez, QPA, Jersey City Redevelopment Agency. Bids must comply with specifications. As per Notice to Bidders, bids will be publicly opened and read aloud on the date, place and at the time stated in the Notice to Bidders.

6. BID DOCUMENTS:

The Bid Documents to be included in the sealed envelope with the Bid shall include but not be limited to the following:

Written acknowledgment of Addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2(e)*

Certification of Experience of Contractor *

Equipment Questionnaire of Contractor *

Insurance Certificates

Non-Collusion Affidavit

Statement of Corporate Ownership*

Mandatory Equal Employment Opportunity Language
and Affirmative Action Notice

Employee Information Report

Americans with Disabilities Act

New Jersey Business Registration Certificate of Contractor

Disclosure of Investments in Iran Form*

Jersey City Pay-to-Play Ordinance Compliance Certificate*

C. 271 Political Contribution Disclosure Form*

Failure to include the bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the bid at the time of the reception.

7. WITHDRAWAL OF BID:

A Bid, after having been submitted, may be withdrawn by the Bidder on a given Project prior to the opening of any bid on that project.

After the opening of bids, N.J.S.A. 40A: 11-23.3 authorizes a Bidder to request withdrawal of a public bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2 (42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.

A Bidder claiming mistake under N.J.S.A. 40A: 11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to: Elizabeth Vasquez, QPA at 4 Jackson Square, Jersey City, New Jersey 07305. The Bidder must request withdrawal of a bid due to a mistake, as defined by law, within five (5) business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the JCRA may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the bid shall contain evidence, including any pertinent documents,

demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A: 11-23.3.

The JCRA will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-22(42), by the Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five (5) business days following the opening of bids.

8. CAUSES FOR REJECTION:

Bids from Bidders who are found to be unqualified and Bids not accompanied by all required and properly completed bid proposals and bid documents shall be rejected.

In addition, causes for rejection of Bids may include, but are not limited to the following:

- A. Prices are obviously unbalanced,
- B. Received from Bidders who previously performed work in an unsatisfactory manner,
- C. If conditions, limitations or provisions are attached by a Bidder to his/her Bid, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed,
- D. If the Bidder does not own sufficient or satisfactory equipment to perform the work.

9. AWARD OF CONTRACT:

The Contract, if awarded, will be awarded to the lowest responsible, qualified bidders whose Bids comply with the requirements as stated herein. The Contract may be awarded in total, or in part to the three lowest responsible, qualified bidders whose Bids comply with the requirements as stated herein. Bids may be rejected where the prices as bid are obviously unreasonable. Award of the Contract will be announced by the Board of Commissioners of the Jersey City Redevelopment Agency.

The Bidder shall state on the Bid Form the price per lot for each month of work he or she will agree to carry out, and annualized cost per each lot by taking the price per lot and multiplying it by twelve and the total price for the performance of the Project, as determined by summing the total cost of annual services at each lot.

The JCRA may consider informal any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all bids. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Bid Proposal, or irregularities of any kind may be rejected by the JCRA.

The JCRA will either award the Contract or reject all Bids received within sixty (60) days after the formal opening of Bids. The award of Contract will be a notice in writing signed by the JCRA.

10. TIME FOR EXECUTING CONTRACT:

Any Bidder whose Bid is accepted will be required to execute five (5) copies of the Contract and furnish a satisfactory insurance certificate to the Jersey City Redevelopment Agency within ten (10) days after notice of acceptance.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the Jersey City Redevelopment Agency. Any materials delivered prior to said execution of Contract shall be at the Bidder's risk.

11. CERTIFICATE OF INSURANCE:

The Bidder shall also supply to the JCRA, at the time the Contract is signed by the Bidder, a Certificate of Insurance in such amounts as described elsewhere in these Contract Documents, which will be maintained by the Bidder during the life of the contract. The Jersey City Redevelopment Agency and the City of Jersey City shall be named as an additional insured party on the Certificate.

12. ESTIMATED QUANTITIES AND UNIT PRICES:

The Monthly Property Cost and Annual Property Cost in each of the items included in the Bid Proposal shall cover all costs of whatever nature, incidental to the item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

Should the final quantity of work be less than the maximum quantity stated in the Bid Proposal for any item, the Contractor shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

13. CHANGES - EXTRA WORK:

The Jersey City Redevelopment Agency, through its representative, may at any time desire changes in either the quantity or the quality of maintenance work to be performed or furnished. These changes may be such as to either increase quantities specified or may call for extra materials not contemplated in the original "Scope of Work" in the Bid Proposal.

When the extra services are of a kind not embraced in the Bid Proposal, the Contractor shall be furnished a written order signed by the representative and approved by the Board of Commissioners. Said order shall state the extra service to be supplied and the amount to be paid therefore. The price stated in this written order representing the same to be added to from the Contract amount shall be determined as follows:

1. By such applicable unit prices, if any, as are set forth in the contract: or
2. If no such unit prices are set forth, then by a unit price mutually agreed upon by the JCRA and the Contractor; or the JCRA names the price.
3. If no such unit prices are so set forth, and if the parties cannot agree upon a unit price, then no condition of this Contract shall prevent the JCRA from seeking Bid proposals from other contractors.

The provisions herein shall not affect the power of the Contractor to act in the case of emergency. Under no circumstances shall the Contractor perform work in excess of the quantities or scope of services

delineated in the Bid Proposal without a written Change Order issued by the JCRA's representative, subject to approval of the Board of Commissioners. The JCRA shall not be liable for any claims for work performed outside the Contract amounts unless so authorized by a written Change Order.

It is understood and agreed to by the Contractor that any delays necessary to institute a Change Order; will not be a basis for claims for additional compensation.

14. NO SUBSTITUTIONS:

Each Bidder represents that his/her Bid is based upon the labor, hours, materials and equipment described in the Contract documents.

15. RESPONSIBILITY FOR MATERIALS:

The Contractor assumes full responsibility for materials and/or equipment supplied and agrees to make no claim against the Jersey City Redevelopment Agency for damages to such materials and equipment from any cause whatsoever.

16. LAWS, ORDINANCES & REGULATIONS:

The successful Bidder must secure all insurances, licenses and pay any inspection fee in accordance with provisions as set forth in laws, ordinances, and regulations by all governmental agencies affecting the work at his/her own expense. The successful Bidder shall be solely responsible for any damage resulting from his/her neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to modify the provisions of the contract.

The Contractor shall keep themselves fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed in his/her service, or which in any way affect his/her service. He /She shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself/herself or his/her employees.

17. PROVISION REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

18. INSURANCE:

The Contractor shall not commence nor perform services under this Contract until the required insurance has been obtained and such insurance has been approved by the JCRA. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall be taken out before any operations of the Contractor are commenced and shall be kept in effect until all operations shall be satisfactorily completed. "Claims made" insurance policies do not satisfy the insurance requirements under this Contract.

All of the Contractor's insurance coverage shall specifically include coverage for lot clean-up and maintenance services and shall contain a clause indemnifying and saving harmless the Jersey City Redevelopment Agency and the City of Jersey City, and each of its officers, custodians, agents, servants,

and employees, from any and all liability of whatever nature arising from the work to be performed under the contract, including attorney's fees and costs in connection with the defense of such claims. See also "Indemnity" Section 22 below. The JCRA and the City of Jersey City and each of its officers, custodians, agents, servants, and employees as their interest may appear, shall be named as an additional insured party on said policies insofar as the work and obligations performed under the Contract are concerned.

An endorsement covering the JCRA and the City of Jersey City shall be added to all policies except Worker's compensation. The endorsement shall read:

"The Jersey City Redevelopment Agency, and the City of Jersey City, and each of their successors, officers, agents, custodians, servants, and employees shall be named additional insured on a primary and non-contributory basis."

The above shall also specifically cover Automobile Insurance including owned vehicles, hired vehicles and other non-owned vehicles. The required limits can be achieved by one policy or a combination of primary and excess liability policies.

19. TYPES OF REQUIRED INSURANCE:

A. WORKER'S COMPENSATION INSURANCE:

The Contractor shall procure and maintain during the life of this Contract, Worker's Compensation Insurance with New Jersey statutory limits all employees to be engaged in work under this Contract and Employers Liability in the amount of \$500,000.00 for.

B. CONTRACTOR'S GENERAL LIABILITY INSURANCE AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain during the life of this Contract, Contractor's General Liability Insurance and Property Damage Insurance in the amount of \$100,000.00 per occurrence and \$500,000.00 aggregate; including Products & Completed Operations coverage with companies and in the form to be approved by the Risk Manager. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any or omission of the JCRA, the Contractor or by anyone directly or indirectly employed by them.

C. AUTOMOBILE INSURANCE:

Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the Contract in an amount not less than \$100,000.00, combined single limit, on account of injury, death or property damage to one person and not less than \$500,000.00 on account of injury or death of two or more persons.

D. ADDITIONAL INSURED:

All policies required must include the Jersey City Redevelopment Agency and the City of Jersey City as an additional Insured on a primary and non-contributory basis.

E. PROOF OF INSURANCE:

The Contractor shall furnish the JCRA with insurance certificates showing the type, amount, class of

operations covered, effective dates and dates of expiration of insurance policies. The insurance covered by the certificates will not be canceled or materially altered, and shall include an endorsement to the effect that the insurance company will give at least thirty (30) days written notice to the JCRA of any modification or cancellation of any of the policies.

F. TIME TO PROVIDE PROOF OF INSURANCE:

The certificates of insurance containing all provisions as required by the JCRA shall be provided to the JCRA with the executed contract. Failure to provide proof of insurance prior to the execution of the Contract will result in forfeiture of the bid security.

20. INDEMNITY:

The Contractor agrees to indemnify, hold harmless and defend the Jersey City Redevelopment Agency, City of Jersey City, and each of their officers, custodians, agents, servants and employees as their interests may appear, from any and all liability including claims demands, losses, costs, damages, and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the contractor, its custodians, officers, employees, agents or subcontractors. The contractor will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the Jersey City Redevelopment Agency, the City of Jersey City, or any of their officers, custodians, agents, servants, and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay judgment which may be obtained against the Jersey City Redevelopment Agency, the City of Jersey City, or any of their officers, custodians, agents, servants, and employees as their interests may appear in such suit. In defending any suit, the Contractor shall not, without obtaining express written permission in advance from the JCRA, raise any defense involving in any way the immunity of the JCRA provisions of any statute respecting suit against the JCRA.

The Contractor shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the JCRA with the executed Contract.

21. TERM:

The term of this Contract shall be from October 22, 2021 through October 21, 2022. The JCRA shall have the option to renew for one additional Contract term (October 22, 2022 through October 21, 2023). Pursuant to N.J.S.A. 40A:11-15, the JCRA shall have the option to renew the Contract for an additional one year. The JCRA shall notify the vendor whether or not it will be renewing the Contract 45 days before the expiration date of the contract. If the JCRA exercises its option to renew the contract, the vendor must accept the Contract renewal. The renewal Contract price shall be based upon the price of the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the Contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis. See Bid Form.

22. METHOD OF PAYMENT

1. In consideration of the faithful performance by the Contractor of its agreement hereunder, during the term of this Contract the JCRA covenants and agrees to pay the Contractor in accordance with the Contractor's fees quoted on the Bid Proposal.
2. Pursuant to the terms herein, the Contractor agrees to provide the JCRA a complete written invoice monthly for all services provided to the JCRA.
3. Invoices for payments shall be submitted to the Executive Director or her designee, which shall include at minimum, month of service, the property or properties serviced, and total amount due.
4. Contractor must invoice the JCRA within ten (10) days of the end of each month of service.
5. In addition to the Contractor's invoice, the Contractor shall sign a Purchase Order supplied by the JCRA, for each application for payment.
6. The acceptance by the Contractor of any partial payment shall be and shall operate as a release to the JCRA of all claims and all liability to the Contractor for all things done or furnished in connection with this payment and for every act and negligence of the JCRA and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his/her Surety from any obligation under this contract.
7. The Contractor will be entitled to monthly payments for services supplied in the previous month. Invoices are to be issued on or before the first of each month for approval by the Executive Director of the JCRA. Failure of the JCRA to satisfy this schedule shall not entitle the contractor to interest charges, penalties or any other type of escalation of the invoiced amount.
8. Invoices for payments shall be submitted on the Contractor's standard invoice previously approved by the JCRA's designee. Invoices shall itemize each order based on the categories established in the Bid Proposal and shall highlight the contract number provided by the JCRA's designee. In addition, each invoice shall reference the JCRA's purchase order number supplied by the Qualified Purchasing Agent at the time of Contract award. In addition to the Contractor's invoice, the Contractor shall execute a Partial Payment Voucher supplied by the Agency, for each application for payment.

23. AVAILABILITY OF FUNDS:

The award of any Contract pursuant to these specifications shall in all cases be subject to the availability of funds duly appropriated for these purposes. Any Contract as awarded shall immediately cease to be in effect at such time as funds cease to be available for these purposes.

24. TERMINATION FOR CONVENIENCE:

During the term of the Contract, the JCRA shall have the right to terminate the Contract for convenience, in whole or in part, by giving thirty (30) days written notice prior to the effective date of termination. If the Contract is terminated by the JCRA as provided herein, the Contractor shall be paid for all obligations incurred and services rendered to the date of termination.

25. TERMINATION FOR CAUSE:

In the event the performance by the Contractor of the services provided under this Contract is unsatisfactory to the JCRA, the JCRA agrees to notify the Contractor in writing and the Contractor agrees

to within five (5) calendar days rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within five (5) calendar days of notice being given, the JCRA shall at its sole option be entitled to terminate this Contract immediately. The Contractor shall not be entitled to any compensation for service subsequent to receiving notice of termination from the JCRA.

26. DISPUTES:

The JCRA and Contractor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both or extra work or claims for additional compensation or claims for alleged breach of Contract the parties agree to follow the procedures set forth below:

1. All such disputes shall be reported to the JCRA or its authorized designee, within Forty- Eight (48) hours of its commencement of such dispute. Contractor shall submit a detailed claim with such specificity to provide the JCRA with an intelligent basis for resolving the dispute.
2. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is not continuing character and notice of the claim is not given within Forty-Eight (48) hours of its commencement, the claim will be considered only for the period commencing Forty-Eight (48) hours prior to the receipt by the JCRA of notice thereof.
3. Each decision by the Executive Director of JCRA will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his/her last known address.
4. If the Contractor does not agree with any decision of the Executive Director of JCRA, he shall in no case allow the dispute to delay the work but shall notify the Executive Director of JCRA promptly that he is proceeding with the work under protest; however, the Contractor may exclude any disputed claim from the final release.
5. In the event of disputes involving non-monetary issues, the Executive Director of JCRA's decision shall be final. The JCRA's Executive Director may conduct such fact finding as he/she deems necessary in order to resolve the dispute.

SCOPE OF WORK

1. GENERAL

The Agency is requesting services for lot clean-up and maintenance at several of its vacant properties. These services include, but are not limited to the below noted items:

- A. Ensure that all bushes and trees are trimmed and that they do not interfere with neighboring properties.
- B. Cut any grass, which is greater than 2.5 inches in height, and ensure that all grass clippings are removed from the lot when the grass is cut.
- C. Lots must be clear of all garbage, litter, and debris. Inform us of any vehicles, cars, boats, or campers on site.
- D. Clear sidewalks of all tripping hazards, obstructions, garbage, litter and debris, grass.
- E. Ensure all trimmings, grass, garbage; litter and debris are disposed of in accordance with necessary local laws.

Clean-up is to be done at least once a week, but not more than twice a week, at the following locations:

Property #	Property Address
1	51 Crescent Ave., Jersey City, NJ
2	80 Bay St., Jersey City, NJ/350 Washington St.
3	34-36 Center St., Jersey City, NJ
4	408-420 Communipaw Ave., Jersey City, NJ
5	514 Communipaw Ave., Jersey City, NJ
6	558-574 Communipaw Ave., Jersey City, NJ
7	612-616 Communipaw Ave., Jersey City, NJ (91-93 Harrison)
8	185 Dwight St., Jersey City, NJ
9	1054-1068 Garfield Ave., Jersey City, NJ
10	309-323 Johnston/99 Monitor, Jersey City, NJ
11	550 Johnston Ave., Jersey City, NJ
12	468-480 Manila Ave., Jersey City, NJ
13	53 MLK Dr., Jersey City, NJ
14	174-178 MLK Dr. Jersey City, NJ
14	284 MLK Dr., Jersey City, NJ
16	314-316 MLK Dr., Jersey City, NJ
17	326-330 MLK Dr., Jersey City, NJ
18	336-340 MLK Dr., Jersey City, NJ
19	Morris Canal Greenway, Block 28401, Lots 13 & 40
20	405-407 Ocean Ave., Jersey City, NJ
21	2 Second St., Jersey City, NJ
22	665 Ocean Ave., Jersey City, NJ
23	61-63 Sip Ave., Jersey City, NJ
24	84 Sip Ave., Jersey City, NJ
25	199 Stegman St., Jersey City, NJ
26	204 Stegman St., Jersey City, NJ
27	199 Woodward St., Jersey City, NJ

2. COMMENCEMENT OF WORK

The Contractor shall commence work immediately upon Contract execution.

3. CONTRACTOR RESPONSIBILITIES

The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same, or any equipment included in this contract.

The Contractor assumes full responsibility for the equipment employed in the performance of the work hereunder and agrees to make no claims against the JCRA for damages to such equipment from any claims whatsoever.

The Contractor shall be responsible for any damage to property, caused by his/her negligence in the performance of work under this Contract, including, but not limited to, railings, light standards, signs and delineators, curbs and all other structures.

In the event of such damage, the JCRA reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the JCRA may deduct the cost of such repairs and related expenses incurred by the JCRA from any monies due to the Contractor under this Contract.

A. Contractor Personnel

It is the obligation of the bidder to ascertain for himself, his/her superintendents/supervisors, operators, and/or drivers, the facts concerning conditions to be found at the locations covered by this bid where services will be undertaken, including the physical characteristics above, to read the specifications, terms and conditions and written instructions which can, in any way affect the work under this contract, and to make the necessary investigations relating thereto. The bidder's signature in the bid certifies his/her acceptance of all the specifications and field conditions.

B. Contractor Supervisor

The Contractor shall furnish a supervisor as indicated in the bid, who shall be responsible for the Contractor's entire operation and will answer directly to the JCRA's representative. The Contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed.

4. VEHICLE/EQUIPMENT REQUIREMENTS

Equipment must be maintained in good working order and adjusted properly. Each piece of contractor's equipment must be in compliance with Motor Vehicle Rules and Regulations applicable to such equipment used under this contract, and shall be identified in the attachment to the Equipment Questionnaire Certification Form, which is a required submission for each bid proposal.

BID FORM

All bid quotations must be typewritten or in ink. Pencil quotations will automatically render the bid informal.

A	B	C	D
Property #	Property Address	Monthly Property Cost	Annual Property Cost (12 Months)
1	51 Crescent Ave., Jersey City, NJ		
2	80 Bay St./350 Washington St. J.C., NJ		
3	34-36 Center St., J.C., NJ		
4	408-420 Communipaw Ave. J.C., NJ		
5	514 Communipaw Ave., J.C., NJ		
6	558-574 Communipaw Ave., J.C., NJ		
7	612-616 Communipaw Ave., J.C., NJ		
8	185 Dwight St., J.C., NJ		
9	1054-1068 Garfield Ave., J.C., NJ		
10	309-323 Johnston/99 Monitor St. J.C., NJ		
11	550 Johnston Ave., J.C., NJ		
12	468-480 Manila Ave., J.C., NJ		
13	53 MLK Dr., J.C., NJ		
14	174-178 MLK Dr., J.C., NJ		
15	284 MLK Dr., J.C., NJ		
16	314-316 MLK Dr., J.C., NJ		
17	326-330 MLK Dr., J.C., NJ		
18	Morris Canal Greenway, Block 28401, Lots 13 & 40		
19	336-340 MLK Dr., J.C., NJ		
20	405-407 Ocean Ave., J.C., NJ		
21	2 Second St., J.C., NJ		
22	665 Ocean Ave., J.C., NJ		
23	61-63 Sip Ave., J.C., NJ		
24	84 Sip Ave., J.C., NJ		
25	199 Stegman St., J.C., NJ		
26	204 Stegman St., J.C., NJ		
27	199 Woodward St., J.C., NJ		

The Bidder agrees to perform and provide all labor, equipment and services required to complete all work as described in the Specifications for an annual cost of:

Total Bid Price (Add Column D "Annual Property Cost" for Property #1 through 35):

\$ _____
(Total Bid Amount in Numbers)

(Total Bid Amount in Written Words)

Any services at the properties not covered in Section I "Scope of Work" will be charged separately and are required to have the written approval of the Jersey City Redevelopment Agency prior to the service being rendered.

This Contract will be awarded to the lowest responsible bidder(s) based upon the Total Bid Amount. The JCRA reserves the right to exercise an option to award to multiple responsive and responsible bidders on an Total Bid Amount basis if in the best interest of the JCRA.

All bid quotations must be typewritten or in ink. Pencil quotations will automatically render the bid informal.

The term of this Contract shall be from September 22, 2021 through September 21, 2022. The JCRA shall have the option to renew for one additional Contract term (September 22, 2022 through September 21, 2023). Pursuant to N.J.S.A. 40A:11-15, the JCRA shall have the option to renew the Contract for an additional one year. The JCRA shall notify the vendor whether or not it will be renewing the Contract 45 days before the expiration date of the contract. If the JCRA exercises its option to renew the contract, the vendor must accept the Contract renewal. The renewal Contract price shall be based upon the price of the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the Contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis.

SCHEDULE OF SUBMITTALS BY BIDDER

<u>SUBMITTAL ITEM</u>	<u>TIME OF SUBMISSION</u>	<u>CONSEQUENCES OF NON COMPLIANCE</u>
1. Bid Proposal	Time and Date of Reception	Bid Rejected
2. Certification of Experience of Contractor	With Bid Proposal	Bid Rejected
3. Equipment Questionnaire Certification	With Bid Proposal	Bid Rejected
4. Insurance Certificates	Prior to Execution of Contract by the Authority	Bid Rejected
5. Non- Collusion Affidavit	With Bid Proposal or within 24 hours of Reception	Bid May Be Rejected
6. Statement of Corporate Ownership	With Bid Proposal	Bid Rejected
7. Mandatory Equal Employment Opportunity Language and Affirmative Action Notice	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
8. Employee Information Report	With Bid Proposal or within 24 Hours of Bid Opening	Bid May Be Rejected
9. Americans with Disabilities Act	With Bid Proposal	Bid May Be Rejected
10. New Jersey Business Registration Certificate	With Bid Proposal or prior to the Contract award	Bid May Be Rejected
11. Execution of Contract Agreement	Within 10 days of Authority Notice of Contract Award	Forfeiture of Bid Security
12. Disclosure of Investment Activities in Iran Form	With Bid Proposal	Bid Rejected
13. Jersey City Pay-to-Play Ordinance Compliance Certification	With Bid Proposal	Bid Rejected
14. C.271 Political Contribution Disclosure Form	With Bid Proposal	Bid Rejected

The Contractor shall provide all submittals required under this Contract whether or not listed above.

CERTIFICATE OF EXPERIENCE

Robert C. Silagy Hereby certifies that
has performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work (Inc. Address and Phone)	Approximate Dates
Jersey City Redevelopment Agency	200,000 ⁰⁰	Maint	Elizabeth Vasquez	2021 2020
Jersey City Redevelopment Agency	86,000 ⁰⁰	Snow Services	Elizabeth Vasquez	2020- 2021
Keller Industrial Parks	400,000 ⁰⁰	Maintenance Landscape	Dennis Frick	2020



Silagy Contracting LLC
Name of Bidder
Robert C. Silagy
By
President
Title

IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications. The bidder has attached a listing of all necessary equipment required to accomplish the work described in the specification. The bidder also certifies that such equipment is housed within a twenty-five (25) mile radius of the City of Jersey City.

Name of Bidder: Silagy Contracting LLC

By: Robert C. Silagy
Signature

Name of above: Robert C. Silagy
Print

Title: President

Date: September 21, 2021

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY)

ss:

COUNTY OF HUDSON)

I, Robert C. Silagy of the City of Edison, in the County of Middlesex and the State of New Jersey, of full age, being duly sworn according to law, upon my oath depose and say that:

I am President of the firm of Silagy Contracting, LLC the bidder making the Proposal for the above named project and that I executed the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Jersey City Redevelopment Agency relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the Contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by:

Silagy Contracting, LLC
(Name of Contractor)

Robert C. Silagy
(Also type or print name of affiant
under signature) Robert C. Silagy

ATTEST:

Phyllis M. Mangle
Secretary

(Affix Corporate Seal)

Sworn and subscribed to before me
this 21 day of Sept, 2021

Supra P. Blackmore
NOTARY PUBLIC

My commission expires on: July 25, 2026

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL.)


BID PROPOSAL DOCUMENTS

DO NOT REMOVE THESE PROPOSAL PAGES. SUBMIT THE ENTIRE BOUND DOCUMENT AS BID PROPOSAL IN A SEALED ENVELOPE LABELED ON BOTH SIDES WITH THE PROJECT TITLE

TITLE: VACANT LOT CLEAN-UP AND MAINTENANCE SERVICES FOR THE JERSEY CITY REDEVELOPMENT AGENCY

IN COMPLIANCE WITH YOUR INVITATION FOR BIDS DATED September 21, 2021.

2021, WE THE Robert C. Silagy, Pres. Silagy Contracting, LLC

UNDERSIGNED 

HEREBY DECLARE THAT WE HAVE CAREFULLY EXAMINED THE PROJECT AND ALL OTHER MATTERS PERTAINING TO THE PROPOSED WORK; AND THAT WE PROPOSE TO FURNISH ALL LABOR, EQUIPMENT AND MATERIALS NECESSARY TO COMPLETE THE WORK IN FULL ACCORDANCE WITH THE CONTRACT DOCUMENTS AT THE TOTAL BID PRICE:



ACKNOWLEDGMENT OF ADDENDUM

Bidder acknowledges receipt of the following addendum (if any):

Addendum No. 1 Dated: Sept 10, 2021 

Addendum No. _____ Date _____

(An individual)
The undersigned is ~~(a corporation)~~ under the laws
(a partnership)

Of the State of New Jersey having offices
at 614 Old Post Road

Signed Robert C. Silagy

Name Robert C. Silagy

Title President

Company Silagy Contracting LLC

Address 614 Old Post Road
Edison, New Jersey 08817

Phone (732) 287-5544

Fax (732) 287-8978

(Seal if Bid by a Corporation)

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: Vacant Lot Maintenance VENDOR/BIDDER: Silagy Contracting, LLC

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2
PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- | | YES | NO |
|--|-------------------------------------|--------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor/Bidder? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.
IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 - 4 BELOW. | | |
| 2. Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties individuals? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 3. Of those parties owning a 10% or greater interest in the Vendor/Bidder, are any of those parties corporations, partnerships, or limited liability companies? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 - 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor/Bidder. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME	<u>Robert C. Silagy</u>	DATE OF BIRTH	<u>02/01/1962</u>
ADDRESS 1	<u>614 Old Post Road</u>		
ADDRESS 2			
CITY	<u>Edison</u>	STATE	<u>New Jersey</u>
		ZIP	<u>08817</u>

NAME		DATE OF BIRTH	
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

NAME		DATE OF BIRTH	
ADDRESS 1			
ADDRESS 2			
CITY		STATE	
		ZIP	

Attach Additional Sheets If Necessary.

PART 2 continued
PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

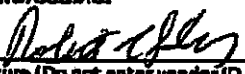
ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

Attach Additional Sheets if Necessary.

In the alternative, to comply with the ownership disclosure requirement, a Vendor/Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.


 Signature (Do not enter vendor ID as a signature)
Robert C. Silagy
 Print Name and Title
President
 FEIN/SSN _____

September 21, 2021
 Date

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

CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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.

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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the Contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this Contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration

of this Contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & 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 Subchapter 10 of the Administrative Code (NJAC 17:27).

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the _____ of _____, (hereafter "owner") do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this Contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: Vacant Lot Maintenance VENDOR/BIDDER: Silagy Contracting LLC

PART 1

CERTIFICATION

VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



OR

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.



B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME:

RELATIONSHIP TO VENDOR/BIDDER:

DESCRIPTION OF ACTIVITIES:

DURATION OF ENGAGEMENT:

ANTICIPATED CESSATION DATE:

VENDOR/BIDDER CONTACT NAME:

VENDOR/BIDDER CONTACT PHONE No.:

Attach Additional Sheets If Necessary:

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

Robert C. Silagy President

Print Name and Title

Date

September 21, 2021

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

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

PART II - Signature and Attestation:

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

Name of Business Entity: Silagy Contracting, LLC

Signed Robert C. Silagy Title: President

Print Name Robert C. Silagy Date: September 21, 2021

Subscribed and sworn before me
this 21 day of Sept., 2021.

My Commission expires: July 25, 2026

Sylvan P. Blackmore

(Affiant)

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

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I - Vendor Information

Vendor Name:	Silagy Contracting, LLC		
Address:	614 Old Post Road		
City:	Edison	State:	N.J.
		Zip:	08817

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

	<u>Robert C. Silagy</u>	<u>President</u>
Signature	Printed Name	Title

Part II - Contribution Disclosure

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

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

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

Continuation Page
C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Required Pursuant To N.J.S.A. 19:44A-20.26

Page of

Vendor Name:[illegible]☐ Check here if the information is continued on subsequent page(s)

**LEGAL NOTICE
ADDENDUM #1
FOR
VACANT LOT CLEAN-UP AND MAINTENANCE SERVICES
BID SPECIFICATIONS
JERSEY CITY REDEVELOPMENT AGENCY**

TO ALL BIDDERS:

In accordance with Section 4, Page 5, Interpretations or Addenda, in the Information to Bidders, the following corrections, revisions and additions to the specifications shall become part of the Contract Documents superseding, previously issued specifications to the extent corrected, revised and added to by this addendum.

Pages 14 through 16 of the Bid Specifications shall be replaced by the following three pages. 

If you have any questions or concerns on this, feel free to reach out to the Qualified Purchasing Agent directly.

**JERSEY CITY REDEVELOPMENT AGENCY
DIANA JEFFREY
EXECUTIVE DIRECTOR**

SCOPE OF WORK

I. GENERAL

The Agency is requesting services for lot clean-up and maintenance at several of its vacant properties. These services include, but are not limited to the below noted items:

- A. Ensure that all bushes and trees are trimmed and that they do not interfere with neighboring properties.
- B. Cut any grass which is greater than 2.5 inches in height, and ensure that all grass clippings are removed from the lot when the grass is cut.
- C. Lots must be clear of all garbage, litter, and debris. Inform us of any vehicles, cars, boats, or campers on site.
- D. Clear sidewalks of all tripping hazards, obstructions, garbage, litter and debris, grass.
- E. Ensure all trimmings, grass, garbage, litter and debris are disposed of in accordance with necessary local laws.

These services shall be provided at following locations on weekly or bi-weekly basis:

Property #	Property Address
1	51 Crescent Ave., Jersey City, NJ
2	80 Bay St., Jersey City, NJ
3	34-36 Center St., Jersey City, NJ
4	408-420 Communipaw Ave., Jersey City, NJ
5	514 Communipaw Ave., Jersey City, NJ
6	558 Communipaw Ave., Jersey City, NJ
7	612-616 Communipaw Ave., Jersey City, NJ (91-93 Harrison)
8	185 Dwight St., Jersey City, NJ
9	1054-1068 Garfield Ave., Jersey City, NJ
10	550 Johnston Ave., Jersey City, NJ
11	468-480 Manila Ave., Jersey City, NJ
12	192 MLK Dr., Jersey City, NJ
13	284 MLK Dr., Jersey City, NJ
14	292 MLK Dr., Jersey City, NJ
15	314 MLK Dr., Jersey City, NJ
16	326-330 MLK Dr., Jersey City, NJ
17	336-340 MLK Dr., Jersey City, NJ
18	405-407 Ocean Ave., Jersey City, NJ
19	665 Ocean Ave., Jersey City, NJ
20	84 Sip Ave., Jersey City, NJ
21	204 Stegman St., Jersey City, NJ
22	199 Woodward St., Jersey City, NJ

2. COMMENCEMENT OF WORK

The Contractor shall commence work immediately upon Contract execution.

3. CONTRACTOR RESPONSIBILITIES

The Contractor shall not sublet, subcontract or otherwise transfer in any way its obligations, or the performance of same, or any equipment included in this contract.

The Contractor assumes full responsibility for the equipment employed in the performance of the work hereunder and agrees to make no claims against the JCRA for damages to such equipment from any claims whatsoever.

The Contractor shall be responsible for any damage to property, caused by his/her negligence in the performance of work under this Contract, including, but not limited to, railings, light standards, signs and delineators, curbs and all other structures.

In the event of such damage, the JCRA reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the JCRA may deduct the cost of such repairs and related expenses incurred by the JCRA from any monies due to the Contractor under this Contract.

A. Contractor Personnel

It is the obligation of the bidder to ascertain for himself, his/her superintendents/supervisors, operators, and/or drivers, the facts concerning conditions to be found at the locations covered by this bid where services will be undertaken, including the physical characteristics above, to read the specifications, terms and conditions and written instructions which can, in any way affect the work under this contract, and to make the necessary investigations relating thereto. The bidder's signature in the bid certifies his/her acceptance of all the specifications and field conditions.

B. Contractor Supervisor

The Contractor shall furnish a supervisor as indicated in the bid, who shall be responsible for the Contractor's entire operation and will answer directly to the JCRA's representative. The Contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed.

4. VEHICLE/EQUIPMENT REQUIREMENTS

Equipment must be maintained in good working order and adjusted properly. Each piece of contractor's equipment must be in compliance with Motor Vehicle Rules and Regulations applicable to such equipment used under this contract, and shall be identified in the attachment to the Equipment Questionnaire Certification Form, which is a required submission for each bid proposal.

BID FORM

All bid quotations must be typewritten or in ink. Pencil quotations will automatically render the bid informal.

A	B	C
Property #	Property Address	Price Per Occurrence
1	51 Crescent Ave., Jersey City, NJ	90.00
2	80 Bay St., J.C., NJ	180.00
3	34-36 Center St., J.C., NJ	85.00
4	408-420 Communipaw Ave. J.C., NJ	170.00
5	514 Communipaw Ave., J.C., NJ	200.00
6	558 Communipaw Ave., J.C., NJ	140.00
7	612-616 Communipaw Ave., J.C., NJ	245.00
8	185 Dwight St., J.C., NJ	85.00
9	1054-1068 Garfield Ave., J.C., NJ	100.00
10	550 Johnston Ave., J.C., NJ	380.00
11	468-480 Manila Ave., J.C., NJ	175.00
12	192 MLK Dr., J.C., NJ	90.00
13	285 MLK Dr., J.C., NJ	80.00
14	292 MLK Dr., J.C., NJ	90.00
15	314 MLK Dr., J.C., NJ	80.00
16	326-330 MLK Dr., J.C., NJ	120.00
17	336-340 MLK Dr., J.C., NJ	105.00
18	405-407 Ocean Ave., J.C., NJ	85.00
19	665 Ocean Ave., J.C., NJ	120.00
20	84 Sip Ave., J.C., NJ	100.00
21	204 Stegman St., J.C., NJ	135.00
22	199 Woodward St., J.C., NJ	95.00

The Bidder agrees to perform and provide all labor, equipment and services required to complete all-work as described in the Specifications for price per occurrence of:

Total Bid Price (Add Column C "Price Per Occurrence" for Property #1 through 22):

\$ 2,950.00
(Total Bid Amount in Numbers)

Two Thousand Nine hundred fifty dollars and no cents.
(Total Bid Amount in Written Words)

EXHIBIT B

**RESOLUTION NO. 21-10-15 OF THE
JERSEY CITY REDEVELOPMENT AGENCY BOARD OF COMMISSIONERS**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT TO SILAGY CONTRACTING, LLC FOR VACANT LOT CLEAN-UP AND MAINTENANCE SERVICES AT AGENCY-OWNED PROPERTIES WITHIN VARIOUS REDEVELOPMENT AREAS

WHEREAS, the Jersey City Redevelopment Agency (the "Agency") owns certain properties within the City of Jersey City (the "City"); and

WHEREAS, in order to maintain its properties, from time to time the Agency requires routine maintenance and upkeep services for such properties (the "Services"); and

WHEREAS, the Agency issued a Request for Bids ("RFB") for Vacant Lot Cleanup and Maintenance Services pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "LPCL"); and

WHEREAS, on September 21, 2021, the Agency received three (3) bids in response to the RFB (the "Bids"), copies of which are on file with the Agency; and

WHEREAS, the Agency examined the bids and desires to award a contract to Silagy Contracting, LLC ("Silagy"), the lowest responsible bidder, to perform the Services for a period commencing on October 22, 2021 and expiring on October 21, 2022 in an amount not to exceed One Hundred Seventy-Two Thousand Three Hundred Eighty Dollars (\$172,380.00); and

WHEREAS, the Agency hereby certifies it has funds available to compensate Silagy for the Services; and

WHEREAS, in accordance with the RFB, the term of the contract awarded herein may be extended at the Agency's option, in its sole discretion, for one (1) additional period of one (1) year pursuant to *N.J.S.A. 40A:11-15*, with Year 2 of the contract commencing October 22, 2022 and expiring on October 21, 2023; and

WHEREAS, in accordance with the RFB, if the Agency elects to exercise its option(s) to extend the contract awarded herein, the contract price for each extension term shall be based on the terms of the RFB, the LPCL and the Silagy Bid,

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 awards a contract for the Services to Silagy for an amount not to exceed One Hundred Seventy-Two Thousand Three Hundred Eighty Dollars (\$172,380.00), based on the terms, conditions and rates set forth in the Silagy's bid for a term commencing on October 22, 2021 and expiring on October 21,

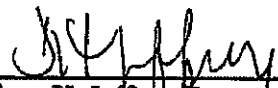
2022, which term may be extended by the Agency at its sole discretion pursuant to N.J.S.A. 40A:11-15 for one (1) additional period of one (1) year commencing October 22, 2022 and expiring on October 21, 2023, all subject to the terms and conditions of the RFB.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract awarded herein, together with such additions, deletions and/or modifications as deemed necessary or desirable by the Agency, 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 and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. This resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of October 19, 2021.


Diana H. Jeffrey, Secretary

RECORD OF COMMISSIONERS VOTE				
<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				✓

EXHIBIT C

JERSEY CITY'S PAY-TO-PLAY REFORM ORDINANCE NO. 08-128

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Silagy Contracting LLC (name of business entity) has not made any reportable contributions in the **one-year period preceding October 22, 2008 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

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

Name of Business Entity: Silagy Contracting LLC

Signed Robert A. Silagy Title: President

Print Name Robert A. Silagy Date: 11/17/2008

Subscribed and sworn before me
this 17 day of Nov, 2008.

My Commission expires: 7/25/2010

(Affiant)

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

Stephen P. Beaudoin

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

EXHIBIT D

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

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

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

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

The contractor or subcontractor, where applicable, will send to each labor union or representative of 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.

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.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by *N.J.A.C. 17:27-7.3*; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided

by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with *N.J.A.C. 17:27-7.3*. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to *N.J.S.A. 10:5-31 et seq.*, as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to *N.J.A.C. 17:27-5.3*, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and

Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing *N.J.S.A. 10:5-31 et. seq.*;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program

will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with *N.J.A.C. 17:27-7*. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & 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 **Subchapter 10 of the Administrative Code (N.J.A.C. 17:27)**.

EXHIBIT E

STATUTE PROHIBITING DISCRIMINATION IN EMPLOYMENT IN PUBLIC CONTRACTS

N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4

Antidiscrimination Provisions

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.

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Silagy Contracting, LLC

2 Business name disregarded entity name, if different from above

Same

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) **C**

Do not check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is a disregarded entity that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Address (number, street, and apt. or suite no.) See instructions.

P.O. Box 1096, 614 Old Post Road

5 City, state, and ZIP code

Edison, N.J. 08817

7 List account number(s) here (optional)

6 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

Provide if account maintained outside the U.S.

Print or type. See specific instructions on page 3.

Part II Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a partnership, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or
Employer identification number

27-1188764

Part III Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification exceptions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part III, later.

Sign Here

Signature of U.S. person

Robert C. Silagy

Date 11/17/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form


An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-S (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-B (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

	
STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE	
Taxpayer Name:	SILAGY CONTRACTING LIMITED LIABILITY COMPANY
Trade Name:	
Address:	614 OLD POST RD EDISON, NJ 08817-4863
Certificate Number:	1531889
Effective Date:	December 21, 2009
Date of Issuance:	October 27, 2014
For Office Use Only: 20141027142858887	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2021

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

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

PRODUCER A1 Producer Agency, LLC 291 Herberts Road Brick, NJ 08724		CONTACT NAME: Robert Collier PHONE (A/C, H/O, F/O): (732) 994-5130 FAX (A/C, H/O, F/O): (732) 994-5131 EMAIL ADDRESS: allprotection@aol.com																			
INSURED Stacy Contracting, LLC PO Box 1098 Edison, NJ 08817		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>United National Insurance Co</td><td>NAIC #</td></tr><tr><td>INSURER B:</td><td>CNA New Jersey Insurance Co</td><td></td></tr><tr><td>INSURER C:</td><td>Securitate Ins. Co.</td><td></td></tr><tr><td>INSURER D:</td><td>StarStone National Ins. Co.</td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	United National Insurance Co	NAIC #	INSURER B:	CNA New Jersey Insurance Co		INSURER C:	Securitate Ins. Co.		INSURER D:	StarStone National Ins. Co.		INSURER E:			INSURER F:		
INSURER A:	United National Insurance Co	NAIC #																			
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INSURER D:	StarStone National Ins. Co.																				
INSURER E:																					
INSURER F:																					

COVERAGES

CERTIFICATE NUMBER: CL212901341

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

PROD LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (INDICATE)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS															
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Inland Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LTD <input type="checkbox"/> OTHER	Y	Y	C570001545	01/29/2021	01/29/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Excl. Auto & Fire)</td><td>\$ 300,000</td></tr><tr><td>ADD EXP (Accident & Sickness)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & AD&M LIABILITY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMMERCIAL AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Excl. Auto & Fire)	\$ 300,000	ADD EXP (Accident & Sickness)	\$ 5,000	PERSONAL & AD&M LIABILITY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMMERCIAL AGG	\$ 2,000,000		\$
	EACH OCCURRENCE	\$ 1,000,000																			
	DAMAGE TO RENTED PREMISES (Excl. Auto & Fire)	\$ 300,000																			
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GENERAL AGGREGATE	\$ 2,000,000																				
PRODUCTS - COMMERCIAL AGG	\$ 2,000,000																				
	\$																				
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	D3978082-0	12/30/2020	12/30/2021	<table border="1"><tr><td>COVERED SINGLE LIMIT (Excl. Med. Exp.)</td><td>\$ 1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per person)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td>CTX29</td><td>\$</td></tr></table>	COVERED SINGLE LIMIT (Excl. Med. Exp.)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per person)	\$	PROPERTY DAMAGE (Per accident)	\$	CTX29	\$		
	COVERED SINGLE LIMIT (Excl. Med. Exp.)	\$ 1,000,000																			
	BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per person)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
CTX29	\$																				
C	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR			RC517E21DA1	04/23/2021	01/29/2022	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>AGGREGATE</td><td>\$ 5,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
	EACH OCCURRENCE	\$ 5,000,000																			
	AGGREGATE	\$ 5,000,000																			
	\$																				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYER/EMPLOYEE/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NJ) If yes, describe state: DESCRIPTION OF OPERATIONS below	N/A					<table border="1"><tr><td>PER STATUTE</td><td>1</td></tr><tr><td>EL. EACH ACCIDENT</td><td>\$</td></tr><tr><td>EL. DISEASE - EMPLOYEE</td><td>\$</td></tr><tr><td>EL. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	1	EL. EACH ACCIDENT	\$	EL. DISEASE - EMPLOYEE	\$	EL. DISEASE - POLICY LIMIT	\$						
	PER STATUTE	1																			
	EL. EACH ACCIDENT	\$																			
EL. DISEASE - EMPLOYEE	\$																				
EL. DISEASE - POLICY LIMIT	\$																				
C	CONTRACTOR'S EQUIPMENT			CP57316/21	03/02/2021	03/02/2022	<table border="1"><tr><td>Contractor's Equipment</td><td>\$ 524,250</td></tr></table>	Contractor's Equipment	\$ 524,250												
	Contractor's Equipment	\$ 524,250																			

DESCRIPTION OF OPERATIONS (LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required))

The Jersey City Redevelopment Agency, and the City of Jersey City, and each of their successors, officers, agents, custodians, servants, and employees are named as Additional Insured on a primary and non-contributory basis if required by written contract. Coverage also includes coverage for negligent acts or omissions of The Agency and the City includes Waiver of Subrogation in favor of the Agency and the City.

CERTIFICATE HOLDER

CANCELLATION

Jersey City Redevelopment Agency
88 York Street
3rd Floor
Jersey City

NJ 07309

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Collier



CERTIFICATE OF LIABILITY INSURANCE

SILACON-01

PDIPAULO

DATE (MM/DD/YYYY)

11/30/2021

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PRODUCER

RPM Insurance Agency
201 Edward Curry Ave
Suite 201
Staten Island, NY 10314

CONTACT: Robert S. Danischewski

PHONE

FAX: (718) 761-8908

FAX: (718) 761-9010

E-MAIL: rdanischewski@rpminsurance.com

INSURED

Silagy Contracting LLC
PO BOX 1898
Edison, NJ 08817

INSURANCE AFFORDING COVERAGE

NAIC #

INSURER A: Hartford Underwriters Insurance Company 30104

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIRATION DATE	LIMITS
1	COMMERCIAL GENERAL LIABILITY				
	<input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ DAMAGES TO RENTED PREMISES (per occurrence) \$ MED EXP (per person) \$ PERSONAL & ADJ INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOUND \$
2	AUTOMOBILE LIABILITY				
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> Hired Autos Only				COMBINED SINGLE LIMIT (per occurrence) \$ BODILY INJURY (per person) \$ BODILY INJURY (per occurrence) \$ PROPERTY DAMAGE (per occurrence) \$
3	UMBRELLA LIAB				
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> DED: <input type="checkbox"/> RETENTION: \$				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS LIABILITY	UB 5R84699A	6/15/2021	6/15/2022	EL EACH ACCIDENT \$ 100,000 EL DISEASE - CA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Jersey City Redevelopment Agency
4 Jackson Square
Jersey City, NJ 07302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY EXTENDING CONTRACT NO. 21-10-CJ7 WITH SILAGY CONTRACTING, LLC FOR SALTING AND SNOW REMOVAL SERVICES AT AGENCY-OWNED PROPERTIES WITHIN VARIOUS REDEVELOPMENT AREAS

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

WHEREAS, in order to maintain its properties, from time to time the Agency requires salting and snow removal services, including but not limited to salting sidewalks, clearing walkways, plowing, and all other related services that the Agency deems necessary or desirable in connection with snow and cold weather events (the “Services”); and

WHEREAS, the Agency issued a Request for Bids (“RFB”) for the Services pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “LPCL”); and

WHEREAS, in accordance with the LPCL, Silagy Contracting, LLC (“Silagy”) was the lowest responsible bidder in response to the Agency’s RFB; and

WHEREAS, pursuant to Resolution No. 21-10-16 adopted on October 19, 2021, and in accordance with the Agency’s bid specifications, the Board of Commissioners of the Agency awarded and the parties entered into Contract No. 21-10-CJ7 for the Services at the properties indicated in the RFB’s Scope of Work (the “Contract”); and

WHEREAS, the Contract is set to expire on September 30, 2022; and

WHEREAS, in accordance with the RFB, the term of the Contract may be extended at the Agency’s option, in its sole discretion, for up to two (2) additional periods of one (1) year each pursuant to *N.J.S.A. 40A:11-15*; and

WHEREAS, the Agency desires to extend the term of the Contract for an additional period of one (1) year, with Year 2 of the contract commencing October 1, 2022 and expiring on September 30, 2023 (the “Contract Extension”); and

WHEREAS, Silagy has requested an 8.5% increase to the rates set forth in the Contract, based on the yearly consumer price index rate (“CPI”), as is permitted by *N.J.S.A. 40A:11-15*; and

WHEREAS, the Contract Extension shall be payable in accordance with the rates set forth in the Contract adjusted by the 8.5% CPI, up to an amount not to exceed \$92,078.53; and

WHEREAS, except as otherwise set forth herein, the terms and conditions of the Contract shall remain substantially the same; and

WHEREAS, the Agency certifies that funds are available for the purposes set forth herein.

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

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

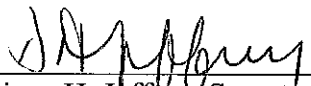
Section 2. The Board of Commissioners hereby finds that Silagy has performed the Services in an effective and efficient manner during the initial term of the Contract.

Section 3. The Board of Commissioners hereby authorizes a one (1) year extension of the Contract, with Year 2 of the contract commencing October 1, 2022 and expiring on September 30, 2023, payable in accordance with the rates set forth in the Contract adjusted by the 8.5% CPI, up to an amount not to exceed \$92,078.53.

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

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 September 20, 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	✓			

2022/2023

A	B	C	D	E	F	G
Property #	Property Address	Snow Shoveling 0-4"	Snow Shoveling 5-8"	Snow Shoveling 9-12"	Each Additional Inch	Salt/Calcium Chloride per Occurrence
1	408-420 Communipaw Avenue, Jersey City, NJ	184.45	292.95	434.00	162.75	86.80
2	292 Martin Luther King Jr. Drive, Jersey City, NJ	86.80	162.75	271.25	162.75	141.05
3	284 Martin Luther King Jr. Drive, Jersey City, NJ	86.80	162.75	271.25	162.75	119.35
4	325-330 Martin Luther King Jr. Drive, Jersey City, NJ	86.80	162.75	271.25	162.75	86.80
5	314 Martin Luther King Jr. Drive, Jersey City, NJ	195.30	303.80	434.00	162.75	86.80
6	33 Martin Luther King Jr. Drive, Jersey City, NJ	184.45	292.95	434.00	162.75	141.05
7	204 Bingham Street, Jersey City, NJ	135.62	217.00	379.75	162.75	86.80
8	199 Bingham Street, Jersey City, NJ	86.80	162.75	271.25	162.75	86.80
9	605 Ocean Avenue, Jersey City, NJ	86.80	162.75	271.25	162.75	86.80
10	405-407 Ocean Avenue, Jersey City, NJ	86.80	162.75	271.25	162.75	86.80
11	135 Dwight Street, Jersey City, NJ	86.80	162.75	271.25	162.75	86.80
12	550 Johnson Avenue, Jersey City, NJ	184.45	292.95	401.45	162.75	141.05
13	Johnson Avenue Between Monitor Street and Pine Street, Jersey City, NJ	271.25	379.75	596.75	162.75	162.75
14	1034-1036 Garfield Avenue, Jersey City, NJ	171.05	217.00	379.75	162.75	162.75
15	199 Woodward Street, Jersey City, NJ	86.80	162.75	271.25	162.75	86.80
16	84 Epp Avenue, Jersey City, NJ	271.25	434.00	651.00	162.75	162.75
17	2436 Center Street, Jersey City, NJ	-	-	-	-	-
18	51 Crockett Ave, Jersey City, NJ	108.50	217.00	325.50	162.75	86.80

per mail
2/10/23

Slattery Contracting LLC

19	336-340 Martin Luther King Jr. Drive, Jersey City, NJ	108.50	271.25	434.00	162.50	108.50
20	350 Washington Street, Jersey City, NJ	542.50	813.75	1193.50	162.50	271.25
21	578 Communipaw Ave (Including Rear), Jersey City, NJ	141.05	249.55	488.25	162.50	86.80
22	358 Communipaw Ave, Jersey City, NJ	195.30	303.80	430.80	162.50	130.25
23	168-180 Manila Ave (Parking Lot), Jersey City, NJ	488.25	759.50	1193.50	217.00	271.25
24	140 Martin Luther King Jr. Drive, Jersey City, NJ	195.30	303.80	434.00	162.50	86.80
25	612-616 Communipaw & 91-93 Harrison Ave, Jersey City, NJ	271.25	379.75	542.50	162.50	162.75
54 Journal Sq		271.25	379.75	542.50	162.50	162.25

C.P.I. 8.5% Increase

Bilagy Contracting LLC

2022/2023

A	B	C	D	E	F	G
Property #	Property Address	Snow Shoveling 0-4"	Snow Shoveling 5-8"	Snow Shoveling 9-12"	Each Additional Inch	Salt/Calcium Chloride per Occurrence
1	408-420 Communipaw Avenue, Jersey City, NJ	14.45	22.95	34.00	12.75	6.80
2	292 Martin Luther King Jr. Drive, Jersey City, NJ	6.80	12.75	21.25	12.75	11.05
3	284 Martin Luther King Jr. Drive, Jersey City, NJ	6.80	12.75	21.25	12.75	9.35
4	328-330 Martin Luther King Jr. Drive, Jersey City, NJ	6.80	12.25	21.25	12.75	6.80
5	214 Martin Luther King Jr. Drive, Jersey City, NJ	15.30	23.80	34.00	12.75	6.80
6	53 Martin Luther King Jr. Drive, Jersey City, NJ	14.45	22.95	34.00	12.75	11.05
7	204 Stegman Street, Jersey City, NJ	10.62	17.00	29.75	12.75	6.80
8	100 Stegman Street, Jersey City, NJ	6.80	12.25	21.25	12.75	6.80
9	660 Ocean Avenue, Jersey City, NJ	6.80	12.25	21.25	12.75	6.80
10	408-407 Ocean Avenue, Jersey City, NJ	6.80	12.25	21.25	12.75	6.80
11	1135 Dwight Street, Jersey City, NJ	6.80	12.25	21.25	12.75	6.80
12	450 Johnston Avenue, Jersey City, NJ	14.45	22.95	31.45	12.75	11.05
13	Johnston Avenue Between Monitor Street and Pine Street, Jersey City, NJ	21.25	29.75	46.75	12.75	12.75
14	1054-1068 Garfield Avenue, Jersey City, NJ	11.05	17.00	29.75	12.75	12.75
15	190 Woodward Street, Jersey City, NJ	6.80	12.25	21.25	12.75	6.80
16	84 Sipp Avenue, Jersey City, NJ	21.25	34.00	51.00	12.75	12.75
17	3436 Center Street, Jersey City, NJ	—	—	—	—	—
18	51 Crescent Ave, Jersey City, NJ	8.50	17.00	26.50	12.75	6.80

Removal 2/10/23

Billage Contracting LLC

19	136-140 Martin Luther King Jr. Drive, Jersey City, NJ	8.50	21.25	34.00	12.75	8.50
20	350 Washington Street, Jersey City, NJ	42.50	63.75	93.50	12.75	21.25
21	574 Communipaw Ave (Including Rear), Jersey City, NJ	11.05	19.55	38.25	12.75	6.80
22	538 Communipaw Ave, Jersey City, NJ	15.30	23.80	34.00	12.75	10.20
23	468-480 Manila Ave (Parking Lot), Jersey City, NJ	38.25	59.50	93.50	17.00	21.25
24	174 Martin Luther King Jr. Drive, Jersey City, NJ	15.30	23.80	34.00	12.75	6.80
25	612-616 Communipaw & 91-91 Harrison Ave, Jersey City, NJ	21.25	29.75	42.50	12.75	12.75
	54 Journal Square	21.25	29.75	42.50	12.75	12.75

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AWARDING A CONTRACT TO SILAGY CONTRACTING, LLC FOR SALTING AND SNOW REMOVAL SERVICES AT AGENCY-OWNED PROPERTIES WITHIN VARIOUS REDEVELOPMENT AREAS

WHEREAS, the Jersey City Redevelopment Agency (the “Agency”) owns certain properties within the City of Jersey City (the “City”); and

WHEREAS, in order to maintain its properties, from time to time the Agency requires salting and snow removal services, including but not limited to salting sidewalks, clearing walkways, plowing, and all other related services that the Agency deems necessary or desirable in connection with snow and cold weather events (the “Salting and Snow Removal Services”); and

WHEREAS, the Agency issued a Request for Bids (“RFB”) for Salting and Snow Removal Services pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the “LPCL”); and

WHEREAS, on May 25, 2021, the Agency received three (3) bids in response to the RFB (the “Bids”), copies of which are on file with the Agency; and

WHEREAS, the Agency examined the Bids and desires to award a contract to Silagy Contracting, LLC (“Silagy”), the lowest responsible bidder, to perform the Salting and Snow Removal Services for a period commencing as of October 1, 2021 and expiring on September 30, 2022 in an amount not to exceed Eighty-Four Thousand Eight Hundred Sixty-Five Dollars (\$84,865.00) based on the rates set forth in the Silagy Bid; and

WHEREAS, the Agency hereby certifies it has funds available to compensate Silagy for the Salting and Snow Removal Services; and

WHEREAS, in accordance with the RFB, the term of the contract awarded herein may be extended at the Agency’s option, in its sole discretion, for up to two (2) additional periods of one (1) year each pursuant to *N.J.S.A. 40A:11-15*, with Year 2 of the contract commencing October 1, 2022 and expiring on September 30, 2023 and Year 3 of the contract commencing on October 1, 2023 and expiring on September 30, 2024; and

WHEREAS, in accordance with the RFB, if the Agency elects to exercise its option(s) to extend the contract awarded herein, the contract price for each extension term shall be based on the terms of the RFB, the LPCL and the Silagy Bid,

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.

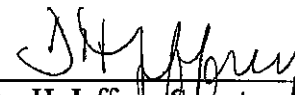
Section 2. The Board of Commissioners hereby awards a contract for the Salting and Snow Removal Services to Silagy for an amount not to exceed Eighty-Four Thousand Eight Hundred Sixty-Five Dollars (\$84,865.00), based on the terms, conditions and rates set forth in the Silagy Bid for a term commencing as of October 1, 2021 and expiring on September 30, 2022, which term may be extended by the Agency in its sole discretion for up to two (2) additional periods of one (1) year each pursuant to *N.J.S.A. 40A:11-15*, with Year 2 of the contract commencing October 1, 2022 and expiring on September 30, 2023 and Year 3 of the contract commencing on October 1, 2023 and expiring on September 30, 2024, all subject to the terms and conditions of the RFB.

Section 3. The Chair, Vice-Chair, Executive Director, and/or Secretary of the Agency are hereby authorized to execute and deliver the contract awarded herein, together with such additions, deletions and/or modifications as deemed necessary or desirable by the Agency, 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 and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

Section 5. This resolution shall take effect immediately.

Certified to be true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of October 19, 2021.


Diana H. Jeffrey, Secretary

<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				✓

CONTRACT NO. 21-10-CJ7

THIS CONTRACT NO. 21-10-CJ7 (the "**Contract**"), entered into as of this 20th day of October 2021 (the "**Effective Date**"), by and between the **JERSEY CITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of New Jersey with offices at 4 Jackson Square, Jersey City, New Jersey 07305 (the "**Agency**"), and **SILAGY CONTRACTING, LLC**, a corporation of the State of New Jersey with offices at 614 Old Post Road, Edison, New Jersey 08817 (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.*, the Agency owns properties throughout the City of Jersey City (the "**City**"); and

WHEREAS, to properly maintain the Agency Properties (as defined herein), the Agency requires cold-weather services including but not limited to removing snow from properties, salting sidewalks, and clearing walkways, and all other necessary services occurring because of or in anticipation of a snow event (the "**Services**"); and

WHEREAS, the Agency issued a Request for Bids (the "**RFB**") for Salting and Snow Removal Services pursuant to the Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* (the "**LPCL**"); and

WHEREAS, on May 25, 2021, the Agency received three (3) bids in response to the RFB. The Agency examined the Bids and found Silagy Contracting, LLC to be the lowest responsible bidder to perform the Services, attached hereto as **Exhibit A** (the "**Proposal**"), setting forth the Contractor's proposed rates for performance of the Services at each of the Agency-owned properties listed in Bid Form of the Proposal; and

WHEREAS, by Resolution No. 21-10-16 on October 19, 2021, attached hereto as **Exhibit B**, the Board of Commissioners of the Agency awarded this Contract to the Contractor; and

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

SECTION 1 – PURPOSE OF CONTRACT

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

SECTION 2 – PERFORMANCE

- A. **Performance.** The Contractor shall perform the Services only upon notification by the Executive Director or her designee. The Contractor shall perform the Services in accordance with the Executive Director's instructions, the Proposal and the terms and conditions set forth herein. Contractor's performance of the Services shall be satisfactory to the Agency.
- B. **Notification.** The Contractor shall immediately secure the necessary personnel and equipment needed to perform the Services upon notification by the Executive Director or her designee in accordance with provisions included herein. The Contractor shall notify the Agency when all necessary personnel and equipment have been assembled. The Executive Director shall designate the salting and/or snow removal locations at which the Contractor shall perform the Services prior to the deployment of personnel to such locations. **The Contractor shall not proceed to the work sites until it has received an order to proceed from the Agency.** Once the Executive Director gives an order to proceed, the Services must be completed within four (4) hours. The Services shall be performed diligently without delay from start to completion. If the Contractor does not complete the Services within four (4) hours, the Agency reserves the right to hire any available equipment and personnel on an emergency basis and charge the Contractor for any difference in price.
- C. **Independent Contractor.** The Contractor shall be solely responsible for determining the means and methods of performing the Services. The Contractor shall furnish all materials, equipment, tools, labor, and supervision necessary to perform the Services. The Contractor shall be responsible for ascertaining the facts concerning conditions of the Agency Properties where the Services will be performed, including physical characteristics, and to read the specifications, terms and conditions and written instructions that may affect the work hereunder, and to make all necessary investigation relating thereto.
- D. **Standard of Care.** The Contractor shall perform the Services in a workmanlike manner with the degree of skill and care that is ordinarily exercised under similar circumstances by members of the respective industry performing the kind of work being performed hereunder, to assure that all work is adequate and appropriate for the purposes intended hereunder.
- E. **Reports.** The Contractor shall provide the Agency with progress reports during performance of the Services as requested by the Agency and shall notify the Agency when the Services have been completed after receiving an order to proceed. Further, the Contractor shall submit a report to the Agency after each snow event for which the Contractor provides Services describing at a minimum the Services performed, the time spent performing the Services, the equipment engaged to perform the Services, any problems encountered in rendering the Services and the total charges accrued for such snow event. Each report shall be signed by the supervisor of the work.
- F. **Licensure.** All Services shall be performed by licensed individuals, where applicable.

- G. Supervisor. The Contractor shall appoint a supervisor, who shall be responsible for overseeing the Contractor's entire operation, from initial notification through completion, and who shall answer directly to the Agency's representative. The Contractor's supervisor shall be available at all times via cell phone during performance of the Services. It shall be the Contractor's sole responsibility to furnish and pay for cell phones.

SECTION 3 – SCOPE OF SERVICES; COMPENSATION; PAYMENT

A. Compensation Authorized.

1. The Agency shall pay the Contractor for performance of the Services in accordance with the prices quoted in the Contractor's Quote. Such prices shall include all costs incidental to the item. Notwithstanding the foregoing, the total compensation paid by the Agency to the Contractor during the Term of this Contract shall not exceed **EIGHTY-FOUR THOUSAND EIGHT HUNDRED SIXTY-FIVE DOLLARS (\$84,865.00)**. The award of this Contract shall in all cases be subject to the availability of funds duly appropriated for the purposes herein. This Contract shall immediately cease at such time as funds may cease to be available for such purposes.
2. In explanation but not in limitation thereof, payments hereunder shall include all overhead costs and basic support services incurred by the Contractor, including all work, labor, material, equipment, transportation and all else necessary to perform hereunder, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and all costs for replacement of defective materials. If the final quantity of work is less than the maximum quantity authorized herein, the Contractor shall have no claim for loss incurred for commitments made in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to having been authorized to proceed therewith.

- B. Damage to Property; Repairs. The Contractor shall be responsible for any damage to the Agency Properties caused by the Contractor's negligence, including but not limited to damage to railings, light standards, signs, delineators, curbs and all other structures or fixtures. In the event of such damage, the Agency reserves the right to immediately obtain temporary and/or permanent repairs at the expense of the Contractor and to deduct the cost of such repairs and related expenses incurred by the Agency from any monies due to the Contractor hereunder.

C. Scope of Services.

1. Prior to engaging in work that may exceed the scope of the Services requested by the Agency, the Contractor shall submit to the Agency, in writing, a request to perform the additional services, detailing the nature of the work, the cost of performing such work, and the need for the additional services. The Contractor shall not proceed with any work beyond that authorized without obtaining the prior,

written consent of the Agency. The Agency shall not be liable for any claims for work performed outside the scope of Services or compensation authorized by the Agency unless so authorized by a written change order. The Agency shall not be liable for any claims for additional compensation based on any delays necessary to institute a change order.

2. The Agency may request changes, including without limit increased quantities or extra materials not contemplated in the Proposal, by furnishing the Contractor with a written order signed by a representative of the Agency and approved by the Board of Commissioners. Such order shall state the extra service to be supplied and the amount to be paid therefor. The price in the order shall be determined in accordance with the unit prices applicable to this Contract, or as mutually agreed by the Parties; provided that if no unit prices are set forth and the Parties cannot agree on a unit price, then the Agency may seek bid proposals from other contractors.

D. Invoicing.

1. The Contractor shall submit invoices to the Executive Director of the Agency within ten (10) days of receiving an order to proceed from the Agency. The Contractor shall submit and/or sign any required Agency or City accounts payable vouchers and/or purchase orders with each application for payment. The Contractor understands that said invoices and vouchers must be submitted to the Agency for approval prior to payment.
2. Notwithstanding the foregoing, the Agency shall pay Contractor on a monthly basis for invoices submitted on or before the first day of such month. The Contractor shall not be entitled to impose interest charges, penalties or any other type of escalation of the invoiced amount.
3. Contractor shall submit invoices on the standard form previously approved by the Agency. The invoices shall include the date and time during which Services were performed, each vehicle used (by VIN) and the operator(s) of each vehicle, the time worked (both regular and standby) and an itemized list of Services performed organized by Agency Property or other category established in the Proposal. The invoice shall include an order number provided by the Agency and shall reference the Agency's purchase order number, which shall be supplied by the Agency's Qualified Purchasing Agent.

- E. Acceptance of Payments.** The acceptance by Contractor of any payment or partial payment shall be and shall operate as a release to the Agency of all claims and liability to the Contractor for all work done or furnished in connection with such payment and for every act and negligence of the Agency and others relating to or arising out of such work. No payment, however, final, or otherwise, shall operate to release the Contractor or Contractor's surety from any obligation hereunder.

SECTION 4 – EQUIPMENT

- A. **Contractor's Obligation.** The Contractor assumes full responsibility for the equipment and materials employed in the performance of the Services hereunder and agrees to make no claims against the Agency for damages to such equipment and/or materials from any cause whatsoever.
- B. **Readiness.** The Contractor shall be prepared at all times with the equipment, personnel and supervision necessary to respond to a notification from the Executive Director and to perform the Services at any designated location within the time frames specified herein. The Agency may require the Contractor to utilize any automated time and/or geographical system implemented by the Agency during the term of this Contract, including without limit for the purpose of properly recording hours worked, verifying invoices, and tracking payments or location during weather events.
- C. **Equipment Maintenance.** The Contractor shall maintain in good working order the equipment necessary to perform the Services. Vehicles used hereunder shall be maintained in compliance with Motor Vehicle Rules and Regulations applicable to such equipment.

SECTION 5 – INSURANCE

- A. **Insurance Requirements.** The Contractor shall procure, purchase, and maintain the following insurance during the entire term. The insurance policies described herein shall be kept in force until submission of final invoices by the Contractor for all Services required hereunder. The Contractor agrees to procure, purchase, and maintain insurance of the kinds and in the amounts set forth herein with insurance companies authorized to do business in the State of New Jersey, and rated A or better in Best's Key Rating Guide for Property and Casualty covering all operations under this Contract. Pursuant to the Agency's Request for Bids, "claims made" insurance policies do not satisfy the insurance requirements hereunder.
 - 1. **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 and property damage insurance insuring against any and all liability arising out of Contractor's performance for injuries to any person or persons and for loss or damage to the property of any person for not less than One Hundred Thousand Dollars (\$100,000.00) per occurrence and Five Hundred Thousand Dollars (\$500,000.00) in the general aggregate. Such policy shall cover without limit claims and damages of bodily injury, including personal injury, sickness or disease, or death of employees or any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Such coverage shall include products and completed operations coverage and shall protect against claims which may arise from any act or omission of the Agency, the Contractor, or anyone directly or indirectly acting on their behalf.

2. **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.

3. **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 One Hundred Thousand Dollars (\$100,000.00) combined single limit for injury, death, or property damage to one person and not less than Five Hundred Thousand Dollars (\$500,000.00) on account of injury or death of two or more persons. Such coverage shall include vehicles owned by the Contractor, hired vehicles and other non-owned vehicles.

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

1. With respect to commercial general liability insurance and automobile insurance, Contractor shall obtain endorsements stating: "The Jersey City Redevelopment Agency, and the City of Jersey City, and each of their successors, officers, agents, custodians, servants, and employees shall be named additional insured on a primary and non-contributory basis." Such coverage shall be written to include coverage for the negligent acts or omissions of the Agency and the City. Such coverage shall also include a waiver of subrogation in favor of the Agency and the City, where allowed by law.
2. All certificates shall name the Agency and the City of Jersey City as additional insureds, with the exception of the workers' compensation policy, and shall list the locations and properties by Tax Block, Tax Lot and address where the Services will be performed.
3. All of the Contractor's insurance coverage shall specifically include coverage for salting and snow removal services and shall contain a clause indemnifying and holding harmless the Agency and the City of Jersey City, and each of its officers,

custodians, agents, servants and employees, from any and all liability of whatever nature arising from the work performed hereunder, including attorneys' fees and costs in connection with defending such claims.

4. The presence of employees of the Agency-on-Agency Properties shall not invalidate the policy of insurance.
 5. The policies shall not be canceled, terminated, non-renewed, or the limits thereof reduced by endorsement 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. This provision shall be included in endorsement(s) to the policies required herein.
- C. Proof of Insurance. Before commencing the Services, the Contractor shall furnish the Agency with all certificates of such insurance policies required by this Contract, which shall show the type, amount, class of operations, effective dates, and expiration dates of such policies.

SECTION 6 – TERMINATION

- A. Termination by Agency. The Agency reserves the right to terminate this Contract for convenience in whole or in part, at its sole discretion, upon giving at least thirty (30) days' written notice to the Contractor of the termination effective date. 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. If the Agency terminates the Contract pursuant to this Section, the Agency shall pay the Contractor for all obligations incurred and services rendered up to the date of termination.
- B. Termination for Cause. The Agency shall notify the Contractor in writing if the Services provided hereunder are unsatisfactory to the Agency. The Contractor shall rectify the unsatisfactory condition or performance within five (5) calendar days of receipt of such notice. If the unsatisfactory performance or condition is not so rectified, the Agency shall at its sole option be entitled to terminate this Contract immediately. If the Agency terminates this Contract due to the unrectified performance or condition, the Contractor shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this Contract by the Contractor, and the Agency may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the Agency from the Contractor is determined. The Contractor shall not be entitled to any compensation for services rendered after receiving a termination notice under this paragraph.

SECTION 7 – DISPUTE RESOLUTION

Disputes arising under this Contract shall be submitted to a process of resolution pursuant to alternative dispute resolution practices, such as mediation or non-binding arbitration pursuant to industry standards, prior to being submitted to any court for adjudication. The Parties shall

discuss and agree on the alternative dispute mechanism to utilize. If the Parties cannot agree on any alternative dispute mechanism, they are left to their respective rights at law or in equity. Engaging in any alternative dispute resolution process shall not prevent any Party from seeking injunctive, equitable or declaratory relief in a court of competent jurisdiction as may be needed under the circumstances. All judicial proceedings pertaining to this 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 – INDEMNITY

The Contractor agrees to indemnify, hold harmless and defend the Agency, the City, and each of their officers, custodians, agents, servants and employees, as their interests may appear (each, an “**Indemnified Party**”), from any and all liability including claims, demands, losses, costs, damage, and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this Contract where such liability is founded upon or grows out of the acts, errors or omissions of the Contractor, its custodians, officers, employees, agents or subcontractors. The Contractor shall, after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against an Indemnified Party or any third person alleging injury by reason of such carelessness or negligence and will pay any judgment which may be obtained against an Indemnified Party in such suit. In defending any suit, the Contractor shall not, without obtaining express written permission in advance from the Agency, raise any defense involving in any way the immunity of the Agency or provisions of any statute respecting suit against the Agency. The Contractor shall provide documentation to the Agency as may be appropriate to demonstrate compliance with these indemnity requirements.

SECTION 9 – TERM OF CONTRACT

This Contract shall commence Nunc Pro Tunc as of **October 1, 2021** and expire on **September 30, 2022**, unless extended or renewed by the Parties in accordance with applicable law or unless terminated by the Agency before the applicable expiration date in accordance with Section 6 herein.

SECTION 10 – POLITICAL CONTRIBUTION DISCLOSURE

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

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

SECTION 13 – ASSIGNMENT

The Contractor shall not sublet, subcontract, assign or otherwise transfer in any way its obligations pursuant to this Contract, or the performance of same, or any equipment included in this Contract.

SECTION 14 – 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 15 – 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 16 – ENTIRE CONTRACT; MODIFICATION

This Contract and 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. No amendment to this Contract shall be considered binding on either of the Parties unless such amendment is in writing and signed by both Parties, and specifically recites that it is being entered into by and between the Agency and the Contractor with the specific intention to modify the terms of this Contract. Any modifications to this Contract which result in exceeding the amount authorized herein shall require the prior authorization of the Agency's Board of Commissioners and shall in all cases be conditioned upon the availability of funds.

SECTION 17 – NOTICE

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

SECTION 18 – 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 Local Public Contracts Law, *N.J.S.A. 40A:11-1 et seq.* The Contractor represents and warrants that it has secured all licenses and paid all

inspection fees in accordance with the provisions set forth in applicable Federal, State, and local laws, ordinances, safety codes, orders, decrees and regulations ("Applicable Laws"). Ignorance regarding such requirements shall in no way serve to modify the provisions of this Contract. The Contractor shall at all times keep fully informed of and shall observe and comply with Applicable Laws. Each and every provision of law required by law to be inserted in this Contract shall be deemed inserted herein and this Contract shall be enforced as though same was included herein. If, through mistake or otherwise, any such provision is not included herein, then upon application of either Party the Contract shall forthwith be physically amended to make such insertion.

SECTION 19 – COUNTERPARTS

This Contract may be executed in counterparts, each of which, when taken together, shall constitute one and the same instrument. Executed documents, scanned, facsimile, and/or transmitted electronically shall be deemed original signature for purposes of this agreement and all matters related thereto, with such facsimile and/or scanned having the same legal effect as original signatures.

[Signatures appear on the following page]

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

ATTEST:

SILAGY CONTRACTING, LLC

Salma P. Blumhagen
Name:

By: *Paul J. Silagy*
Name:
Title:

ATTEST:

JERSEY CITY REDEVELOPMENT AGENCY

Debra Rossi
Name:

By: *D. Jeffrey*
Diana Jeffrey
Executive Director

EXHIBIT A

**SILAGY CONTRACTING, LLC
BID FOR SALTING AND SNOW REMOVAL SERVICES**

**THE JERSEY CITY REDEVELOPMENT AGENCY
BID SPECIFICATIONS FOR:**

SALTING AND SNOW REMOVAL SERVICES

SUBMISSION DEADLINE:

2:00 P.M., MAY 25, 2021

ADDRESS ALL BID PROPOSALS TO:

**JERSEY CITY REDEVELOPMENT AGENCY
ATTN: ELIZABETH VASQUEZ, QPA
4 JACKSON SQUARE
JERSEY CITY, NJ 07305**

SPECIFICATIONS FOR:

SALTING AND SNOW REMOVAL SERVICES

Sealed Bids will be received, opened and read in public by Elizabeth Vasquez, QPA at the Jersey City Redevelopment Agency, 4 Jackson Square, Jersey City, N.J. at 2:00 P.M., May 25, 2021. Bids may be submitted in person or may be sent by U.S. certified mail return receipt requested or may be sent by private courier service. Mail Bids to: Jersey City Redevelopment Agency, Attn: Elizabeth Vasquez, QPA, 4 Jackson Square, Jersey City, N.J. 07305. Bids sent by mail must be received by the Qualified Purchasing Agent no later than 4:00 P.M. of the last Agency business day before the day of the reception. Bids sent by courier service must be delivered to the Qualified Purchasing Agent no later than 2:00 P.M. on the day of the reception. The Jersey City Redevelopment Agency shall not be responsible for the loss, non-delivery or physical condition of Bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Qualified Purchasing Agent. Bid proposals must comply with the Specifications.

NOTICE TO BIDDERS

Sealed Bid proposals will be received, opened and read in public by the Qualified Purchasing Agent at the Jersey City Redevelopment Agency, 4 Jackson Square, Jersey City, New Jersey 07305 at 2:00 P.M. on May 25, 2021.

SALTING AND SNOW REMOVAL SERVICES

Contract documents, Specifications, and Bid forms may be downloaded by going online to www.thejcra.org. Questions by prospective Bidders concerning this Bid must be sent via email to egarcia@jcnj.org.

Bidders (Contractors) are required to comply with requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. No firm may be issued a Contract unless it complies with the equal employment opportunity and affirmative action provisions. These provisions require a careful reading and are incorporated herein by reference. Bidders are also required to comply with the requirements of P.L. 2004, c. 57 which includes the requirement that Contractors provide copies of their Business Registration Certificates issued by the New Jersey Department of the Treasury, as well as other requirements as listed in the Contract Documents.

Bids may be submitted in person, or may be sent by certified mail return receipt requested, or may be sent by private courier service. Mail Bids to: Jersey City Redevelopment Agency, Attn: Elizabeth Vasquez, QPA, 4 Jackson Square, Jersey City, N.J. 07305. Bids sent by mail must be received by the Qualified Purchasing Agent no later than 4:00 P.M. on the last Agency business day before the day of the reception. Bids sent by courier service must be delivered to the Qualified Purchasing Agent no later than 2:00 P.M. at the Jersey City Redevelopment Agency, 4 Jackson Square, Jersey City, N.J. 07305 on the day of the reception. The Jersey City Redevelopment Agency shall not be responsible for the loss, late delivery, non-delivery or physical condition of Bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to the Qualified Purchasing Agent. Bid proposals must comply with the Specifications.

The Qualified Purchasing Agent reserves the right to reject any and all Bids received, or portion thereof, if deemed to be in the best interest of the Jersey City Redevelopment Agency, in accordance with law.

INFORMATION TO BIDDERS

1. CONTRACT DOCUMENTS:

The Contract Documents consists of the following:

- Information to Bidders
- Scope of Work
- Any and all Addenda Issued Prior to the Reception
- Bid Proposal/Bid Form
- Bid Documents

With the exception of addenda, the above documents are bound herein and comprise the "Contract Documents".

Throughout the Contract, the term "Agency" or "JCRA" shall mean the Jersey City Redevelopment Agency.

"Bidder" shall mean a party submitting a Bid in response to the JCRA Notice to Bidders.

"Contractor" shall mean the lowest responsible Bidder(s) awarded a Contract by the JCRA.

"Director" shall mean the Executive Director of the JCRA, or her designee.

"Specifications" shall mean this Bid Specification for Salting and Snow Removal Services.

"Notice to Bidders" shall mean the published newspaper advertisement soliciting Bids.

"Bid" shall mean the completed Bid Proposal and Bid Form, with attached executed Bid Documents as required herein.

2. INTENT OF CONTRACT:

Under these Specifications and the Contract which will be based thereon, it is proposed that the Bidder(s) shall furnish all materials, equipment, tools, labor and supervision necessary to complete the work in strict accordance with the Contract Documents.

The intent of the Contract Documents is to procure salting and snow removal services satisfactory to the JCRA. One or more Contracts may be issued for the services as described in more detail herein. It shall be understood that the Bidder has been satisfied as to the full requirement of the Contract Documents and has based the Bid proposal upon such understanding.

3. FAMILIARITY WITH WORK:

It is the obligation of the Bidder to read and examine the Contract Documents, and ascertain all the facts concerning conditions to be found at the locations including all physical characteristics, to read the Specifications thoroughly and completely, to consider all other matters which can in any way affect the work under the Contract Documents and to make the necessary investigations relating thereto, and the Bidder agrees to this obligation in the signing of the Contract Documents. The JCRA assumes no responsibility whatsoever with respect to ascertaining for the Bidder such facts concerning physical

characteristics at the locations. The Bidder agrees to make no claim for additional payment or seek any other concession because of any misinterpretation or misunderstanding of the Contract Documents or of any failure to be acquainted with all conditions relating to the Contract.

4. INTERPRETATIONS OR ADDENDA:

Should a Bidder find discrepancies or omissions in the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Qualified Purchasing Agent. All such written communications shall be sent to: Jersey City Redevelopment Agency, Attn: Elizabeth Vasquez, QPA, 4 Jackson Square, Jersey City, N.J. 07305. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such interpretation shall be in writing and to be given consideration, must be received by May 7, 2021, to allow the JCRA to issue an addendum prior to the date fixed for the opening of Bids. Any and all such interpretations and any supplemental instructions or addition of items will be in the form of written addenda to the Contract which, if issued, will be mailed by registered mail with return receipt requested to all prospective Bidders (at the respective addresses furnished for such purpose). All addendum so issued shall become part of the Contract Documents and shall be read immediately prior to the opening of the Bids by, the designee of the JCRA, who shall give each Bidder or his/her representative an opportunity to withdraw his/her Bid before any Bids are opened. Any objection subsequent to the opening of Bids will not be considered. Failure of any Bidder to receive any such addendum or interpretation or to attend the reading of the Bids shall not relieve such Bidder from any obligation under his/her Bid, as submitted, including such addendum. The JCRA will not be responsible for any other explanations or interpretations of the Contract Documents.

5. SUBMITTING BID

Each Bid must be submitted on the prescribed Bid Form which shall not be removed from the Contract Documents. All entries must be in ink or typewritten. Bidders shall submit their Bid in sealed envelopes. On the outside of the envelope shall be stated the name and address of the Bidder and the name of the work as shown in the Notice to Bidders.

When the Bid is made by an individual his/her post office address shall be stated and he/she shall sign the Bid. When made by a firm or partnership its name and post office address shall be stated, and the Bid shall be signed by one or more of the partners. When made by a corporation, its name and principal post office address shall be stated and the Bid shall be signed by an authorized official of the Corporation, with Corporate Seal affixed. Signatures shall be notarized in all cases. Bids shall be delivered in person to the JCRA at the time and place stated in the Notice to Bidders, and they will be publicly opened and read aloud on the date, place, and at the time stated in the Notice to Bidders.

Bids may be submitted in person or may be sent by U.S. certified mail return receipt requested, or may be sent by private courier service. Mail Bids to: Jersey City Redevelopment Agency, Attn: Elizabeth Vasquez, QPA, 4 Jackson Square, Jersey City, N.J. 07305. Bids sent by mail must be received no later than 4:00 P.M. of the last Agency business day before the day of the reception. Bids sent by courier service must be delivered no later than 2:00 P.M. on the day of the reception. The JCRA shall not be responsible for the loss, late delivery, non-delivery or physical condition of Bids sent by mail or courier service. Bids must be submitted individually in a sealed envelope addressed to Elizabeth Vasquez, QPA, Jersey City Redevelopment Agency. Bids must comply with Specifications. As stated in the Notice to Bidders, Bids will be publicly opened and read aloud on the date, place and at the time stated in the Notice to Bidders.

6. BID DOCUMENTS:

The Bid Documents to be included in the sealed envelope with the Bid shall include but not be limited to the following:

Written acknowledgment of Addendum (if issued), pursuant to N.J.S.A. 40A:11-23.2(e)*

Certification of Experience of Contractor *

Equipment Questionnaire of Contractor *

Insurance Certificates

Non-Collusion Affidavit

Statement of Corporate Ownership*

Mandatory Equal Employment Opportunity Language
and Affirmative Action Notice

Employee Information Report

Americans with Disabilities Act

New Jersey Business Registration Certificate of Contractor

Disclosure of Investments in Iran Form

Failure to include the Bid documents listed immediately above that are marked with an asterisk (*) shall result in automatic rejection of the Bid at the time of the reception.

7. WITHDRAWAL OF BID:

A Bid, after having been submitted, may be withdrawn by the Bidder on a given Project prior to the opening of any Bid on that project.

After the opening of Bids, N.J.S.A. 40A: 11-23.3 authorizes a Bidder to request withdrawal of a public Bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2 (42) as a clerical error that is an unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final Bid computation.

A Bidder claiming mistake under N.J.S.A. 40A: 11-23.3 must submit a request for withdrawal, in writing, by certified or registered mail to: Jersey City Redevelopment Agency, Attn: Elizabeth Vasquez, QPA, 4 Jackson Square, Jersey City, N.J. 07305. The Bidder must request withdrawal of a Bid due to a mistake, as defined by law, within five (5) business days after the receipt and opening of the Bids. Since the Bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the JCRA may contact all Bidders, after Bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their Bid pursuant to N.J.S.A. 40A:11-23.3.

A Bidder's request to withdraw the Bid shall contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A: 11-23.3.

The JCRA will not consider any written request for a Bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-22(42), by the Bidder in the preparation of a Bid proposal unless the postmark of the certified or registered mailing is within the five (5) business days following the opening of Bids.

8. CAUSES FOR REJECTION:

Bids from Bidders who are found to be unqualified and Bids not accompanied by all required and properly completed Bid proposals and Bid documents shall be rejected.

In addition, causes for rejection of Bids may include, but are not limited to the following:

- A. Prices are obviously unbalanced,
- B. Received from Bidders who previously performed work in an unsatisfactory manner,
- C. If conditions, limitations or provisions are attached by a Bidder to his/her Bid, if proposals are otherwise irregular or if the enclosed or accompanying documents are not completed and properly executed,
- D. If the Bidder does not own sufficient or satisfactory equipment to perform the work.

9. AWARD OF CONTRACT:

The Contract, if awarded, will be awarded to the lowest responsive, responsible Bidder(s) whose Bid(s) comply with the requirements as stated herein. At the JCRA's discretion, the Contract may be awarded in total, or in part to up to three (3) of the lowest responsive, qualified Bidder(s) based upon either the Total Bid Price, or Cost per Property (if awarded to multiple Bidders). The JCRA reserves the right to exercise the option to award to up to three (3) of the lowest responsive and responsible Bidders on a Cost per Property basis if in the best interest of the JCRA. Notwithstanding the foregoing, Bidders are required to submit a complete Bid Form which includes Bid quotes for all of the properties listed therein.

Bids may be rejected where the prices as Bid are obviously unreasonable. Award of the Contract will be announced by the Board of Commissioners of the Jersey City Redevelopment Agency.

The Bidder shall state on the Bid Form the price per lot for each scheduled item of work for which he or she will agree to carry out the work, and the total price for the performance of the Project, as determined by summing the total cost of services at each lot.

The JCRA may consider informal any Bids not prepared and made in accordance with the provisions stated herein and may waive or reject any or all Bids in accordance with law. Bids containing any conditions, omissions, unexplained erasure or alterations, or items not called for in the Bid Proposal, or irregularities of any kind may be rejected by the JCRA.

The JCRA will either award the Contract or reject all Bids received within sixty (60) days after the formal opening of Bids. The award of Contract will be a notice in writing signed by the JCRA.

10. TIME FOR EXECUTING CONTRACT:

Any Bidder whose Bid is accepted will be required to execute five (5) copies of the Contract and furnish a satisfactory insurance certificate to the Jersey City Redevelopment Agency within ten (10) days after notice of acceptance.

The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the Jersey City Redevelopment Agency. Any materials delivered prior to said execution of Contract shall be at the Bidder's risk.

11. CERTIFICATE OF INSURANCE:

The Bidder shall also supply to the JCRA, at the time the Contract is signed by the Bidder, a Certificate of Insurance in such amounts as described elsewhere in these Contract Documents, which will be maintained by the Bidder during the Term of the contract. The Jersey City Redevelopment Agency and the City of Jersey City shall be named as an additional insured parties on the insurance policies described in the Certificate.

12. ESTIMATED QUANTITIES AND UNIT PRICES:

The Unit Price Bid in each of the items included in the Bid Proposal shall cover all costs of whatever nature, incidental to the item. In explanation but not in limitation thereof, these costs shall include the cost of all work, labor, material, equipment, transportation and all else necessary to execute the Contract, and all incidental expenses in connection therewith, including all costs on account of loss by damage or destruction encountered for settlement of damages, and including all cost for replacement of defective materials.

Should the final quantity of work be less than the maximum quantity stated herein and in the Bid Proposal for any item, the Contractor shall have no claim for loss incurred by him/her for commitments made by him/her in anticipation of the work contemplated, or for loss of anticipated profits, or for work done prior to his/her having been authorized to proceed therewith.

13. CHANGES - EXTRA WORK:

The Jersey City Redevelopment Agency, through its representative, may at any time desire changes in either the quantity or the quality of maintenance work to be performed or furnished. These changes may be such as to either increase quantities specified or may call for extra materials not contemplated in the original "Schedule of Services" in the Bid Proposal.

When the extra services are of a kind not specifically set forth in the Bid Proposal, the Contractor shall be furnished a written order signed by the representative and approved by the Board of Commissioners. Said order shall state the extra service(s) to be supplied and the amount to be paid therefore. The price stated in this written order representing the same to be added to from the Contract amount shall be determined as follows:

1. By such applicable unit prices, if any, as are set forth in the Contract; or
2. If no such unit prices are set forth, then by a unit price mutually agreed upon by the JCRA and the Contractor; or

CERTIFICATE OF EXPERIENCE

Robert C. Silagy Hereby certifies that Silagy Contracting, LLC
has performed the following work within the past three (3) years:

Name of Owner	Amount of Contract	Type of Work	Owner's Representative in charge of Work (Inc. Address and Phone)	Approximate Dates
Heller Industrial Parks Inc	400,000 [±] Annually	Maintenance + SNOW	Dennis Frick 205 Mill Rd. Edison, NJ 732-287-4880	SINCE 1980
Dapper Bus Company	200,000 [±]	Maintenance + SNOW	Carl Dapper 999 Riverside Drive Keasbey, NJ 732-283 1982	SINCE 2008
GFA DEV CORP	250,000 [±]	general contr.	Gary Alder 707 Raritan Rd Clark NJ. 732-382-5011	SINCE 1995
COW BAY CONTRACTING	300,000 [±]	general cont	Augie Dalonzo 505 Old Shore Rd Port Washington NY	SINCE 1999

Silagy Contracting, LLC

Name of Bidder

Robert C. Silagy

By

President

Title

Robert C. Silagy

Sylvia P. Blackmore
Witness Sylvia Blackmore

IMPORTANT: THIS FORM MUST BE FILLED IN BY BIDDER.

3. If no such unit prices are so set forth, and if the parties cannot agree upon a unit price, then no condition of this Contract shall prevent the JCRA from seeking Bid proposals from other Contractors.

The provisions herein shall not affect the power of the Contractor to act in the case of emergency. Under no circumstances shall the Contractor perform work in excess of the quantities delineated in the Bid Proposal without a written Change Order issued by the JCRA's representative after receiving the approval of the Board of Commissioners. The JCRA shall not be liable for any claims for work performed outside the Contract amounts unless so authorized by a written Change Order.

It is understood and agreed to by the Contractor that any delays necessary to institute a Change Order will not be a basis for claims for additional compensation.

14. NO SUBSTITUTIONS:

Each Bidder represents that his/her Bid is based upon the labor, hours, materials and equipment described in the Contract documents.

15. RESPONSIBILITY FOR MATERIALS:

The Contractor assumes full responsibility for materials and/or equipment supplied and agrees to make no claim against the Jersey City Redevelopment Agency for damages to such materials and equipment from any cause whatsoever.

16. LAWS, ORDINANCES & REGULATIONS:

The successful Bidder must secure all insurances, licenses and pay any inspection fee in accordance with provisions as set forth in laws, ordinances, and regulations by all governmental agencies affecting the work at his/her own expense. The successful Bidder shall be solely responsible for any damage resulting from his/her neglect to obey all laws, regulations, rules, and ordinances. Ignorance regarding such requirements shall in no way serve to relieve the Contractor from such responsibility or modify the provisions of the Contract.

The Contractor shall keep fully informed of all Federal and State laws, all local laws, ordinances, safety codes, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority with respect to the services to be provided under the Contract and which in any manner affect those engaged or employed in his/her service, or which in any way affect his/her service. He/She shall at all times observe and comply with all such laws, ordinances, safety code, regulations, order, or decree, whether by himself/herself or his/her employees.

17. PROVISION REQUIRED BY LAW DEEMED INSERTED:

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

18. INSURANCE:

The Contractor shall not commence nor perform the services required under this Contract until the required insurance has been obtained and such insurance has been approved by the JCRA. This insurance shall be written with an acceptable company authorized to do business in the State of New Jersey, shall

be taken out before any operations of the Contractor are commenced and shall be kept in effect until all operations shall be satisfactorily completed. "Claims made" insurance policies do not satisfy the insurance requirements under this Contract.

All of the Contractor's insurance coverage shall specifically include coverage for salting and snow removal services and shall contain a clause indemnifying and saving harmless the Jersey City Redevelopment Agency and the City of Jersey City, and each of its officers, custodians, agents, servants, and employees, from any and all liability of whatever nature arising from the work to be performed under the contract, including attorney's fees and costs in connection with the defense of such claims. See also "Indemnity", Section 20 below. The JCRA and the City of Jersey City and each of its officers, custodians, agents, servants, and employees as their interest may appear, shall be named as an additional insured on said policies insofar as the work and obligations performed under the Contract are concerned.

An endorsement covering the JCRA and the City of Jersey City shall be added to all policies except Worker's Compensation. The endorsement shall read:

"The Jersey City Redevelopment Agency, and the City of Jersey City, and each of their successors, officers, agents, custodians, servants, and employees shall be named additional insured on a primary and non-contributory basis."

The above shall also specifically cover Automobile Insurance including owned vehicles, hired vehicles and other non-owned vehicles. The required limits can be achieved by one policy or a combination of primary and excess liability policies.

19. TYPES OF REQUIRED INSURANCE:

A. WORKER'S COMPENSATION INSURANCE:

The Contractor shall procure and maintain during the Term of this Contract, Worker's Compensation Insurance with New Jersey statutory limits for all employees to be engaged in work under this Contract, and Employers Liability in the amount of a minimum of \$1,000,000.

B. CONTRACTOR'S GENERAL LIABILITY INSURANCE AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain during the Term of this Contract, Contractor's General Liability Insurance and Property Damage Insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000 aggregate; including Products & Completed Operations coverage with companies and in the form to be approved by the Risk Manager. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages, which may arise from any act or omission of the JCRA, the Contractor or by anyone directly or indirectly employed by them.

C. AUTOMOBILE INSURANCE:

Liability Insurance to cover each automobile, truck, vehicle or other equipment used in the performance of the Contract in an amount not less than \$1,000,000.00, combined single limit, on account of injury, death or property damage to one person and not less than \$2,000,000.00 on account of injury or death of two or more persons.

D. ADDITIONAL INSURED:

All policies required must include the Jersey City Redevelopment Agency and the City of Jersey City as Additional Insureds on a primary and non-contributory basis.

E. PROOF OF INSURANCE:

The Contractor shall furnish and submit to the JCRA prior to commencement of any services, insurance certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance policies, and setting forth the status of the JCRA and City of Jersey City as Additional Insureds on such policies. The insurance covered by the certificates shall not be canceled or materially altered, and shall include an endorsement to the effect that the insurance company will give at least thirty (30) days written notice to the JCRA of any modification or cancellation of any of the policies.

F. TIME TO PROVIDE PROOF OF INSURANCE:

The certificates of insurance containing all provisions as required by the JCRA shall be provided to the JCRA with the executed contract. Failure to provide proof of insurance prior to the execution of the Contract will result in forfeiture of the Bid security.

20. INDEMNITY:

The Contractor agrees to indemnify, hold harmless and defend the Jersey City Redevelopment Agency, City of Jersey City, and each of their officers, custodians, agents, servants and employees as their interests may appear, from any and all liability including claims demands, losses, costs, damages, and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts, errors or omissions of the Contractor, its custodians, officers, employees, agents or subcontractors, as well as such acts, errors or omissions of the Jersey City Redevelopment Agency and/or the City of Jersey City. The Contractor will after reasonable notice thereof, defend and pay the expense of defending any suit which may be commenced against the Jersey City Redevelopment Agency, the City of Jersey City, or any of their officers, custodians, agents, servants, and employees as their interests may appear, by any third person alleging injury by reason of such carelessness or negligence and will pay judgment which may be obtained against the Jersey City Redevelopment Agency, the City of Jersey City, or any of their officers, custodians, agents, servants, and employees as their interests may appear in such suit. In defending any suit, the Contractor shall not, without obtaining express written permission in advance from the JCRA, raise any defense involving in any way the immunity of the JCRA provisions of any statute respecting suit against the JCRA.

The Contractor shall be required to provide all appropriate documentation demonstrating the compliance with indemnity requirements of the Contract to the JCRA with the executed Contract.

21. TERM:

The term of this Contract shall be from October 1, 2021 through September 30, 2022 (the "Term"). Pursuant to N.J.S.A. 40A:11-15, the JCRA shall have the option, in its sole discretion, to renew the Contract for two additional one-year Contract terms (October 1, 2022 through September 30, 2023, and October 1, 2023 through September 30, 2024). The JCRA shall notify the vendor whether or not it will be renewing the Contract no later than forty-five (45) days before the expiration date of the Contract. If the JCRA exercises its option to renew the Contract, the Contractor must accept the Contract renewal. The renewal

Contract price shall be based upon the price of the original Contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the Index Rate for the twelve (12) months preceding the most recent quarterly calculation available at the time that the Contract is renewed. The Index Rate means the rate of annual percentage increase, rounded to the nearest half-percent, in the Implicit Price Deflator for State and Local Government Purchase of Goods and Services, computed and Published quarterly by the United States Department of Commerce, Bureau of Economic Analysis. See Bid Form.

22. METHOD OF PAYMENT

1. In consideration of the faithful performance by the Contractor of its agreement hereunder, during the Term of this Contract, the JCRA covenants and agrees to pay the Contractor in accordance with the Contractor's fees quoted on the Bid Proposal.
2. Pursuant to the terms herein, the Contractor agrees to provide the JCRA a complete written invoice as set forth herein of all services provided to the JCRA.
3. Invoices for payments shall be submitted to the Director or her designee, which shall include at minimum, date of service, time of service, outline of each vehicle used by vehicle number and the name of the operator for each vehicle. The Contractor must list separately both standby and regular time worked.
4. In addition to the Contractor's invoice, the Contractor shall sign a Purchase Order supplied by the JCRA, for each application for payment.
5. The acceptance by the Contractor of any partial payment shall be and shall operate as a release to the JCRA of all claims and all liability to the Contractor for all things done or furnished in connection with this payment and for every act and negligence of the JCRA and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Surety from any obligation under this contract.
6. The Contractor will be entitled to monthly payments for services supplied in the previous month. Invoices are to be submitted to the JCRA on or before the first of each month for approval by the Executive Director of the JCRA. Failure of the JCRA to satisfy this schedule shall not entitle the Contractor to interest charges, penalties or any other type of escalation of the invoiced amount.
7. Invoices for payments shall be submitted on the Contractor's standard invoice previously approved by the JCRA's designee. Invoices shall itemize each order based on the categories established in the Bid Proposal and shall highlight the order number provided by the JCRA's designee. In addition, each invoice shall reference the JCRA's purchase order number supplied by the Qualified Purchasing Agent at the time of Contract award. In addition to the Contractor's invoice, the Contractor shall execute a Partial Payment Voucher supplied by the City, for each application for payment.

23. AVAILABILITY OF FUNDS:

The award of any Contract pursuant to these Specifications shall in all cases be subject to the availability of funds duly appropriated for these purposes. Any Contract as awarded shall immediately cease to be in effect at such time as funds cease to be available for these purposes.

24. TERMINATION FOR CONVENIENCE:

During the Term of the Contract, the JCRA shall have the right to terminate the Contract for convenience, in whole or in part, by giving thirty (30) days written notice prior to the effective date of termination. If the Contract is terminated by the JCRA as provided herein, the Contractor shall be paid for all obligations incurred and services rendered up to the date of termination.

25. TERMINATION FOR CAUSE:

In the event the performance by the Contractor of the services provided under this Contract is unsatisfactory to the JCRA, the JCRA agrees to notify the Contractor in writing and the Contractor agrees to, within five (5) calendar days of such notification, rectify the unsatisfactory condition or performance. Should the unsatisfactory performance or condition not be rectified within five (5) calendar days of notice being given, the JCRA shall at its sole option be entitled to terminate this Contract immediately. The Contractor shall not be entitled to any compensation for service subsequent to receiving notice of termination from the JCRA.

26. DISPUTES:

The JCRA and Contractor agree that in the event of a dispute arising under the Agreement, whether involving law or fact or both or extra work or claims for additional compensation or claims for alleged breach of Contract the Parties agree to follow the procedures set forth below:

1. All such disputes shall be reported to the JCRA or its authorized designee, within Forty- Eight (48) hours of its commencement of such dispute. The Contractor shall submit a detailed claim with such specificity to provide the JCRA with an intelligent basis for resolving the dispute.
2. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived except that if the claim is not of a continuing character and notice of the claim is not given within Forty-Eight (48) hours of its commencement, the claim will be considered only for the period commencing Forty-Eight (48) hours prior to the receipt by the JCRA of notice thereof.
3. Each decision by the Executive Director of JCRA will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to his last known address.
4. If the Contractor does not agree with any decision of the Executive Director of JCRA, he shall in no case allow the dispute to delay the work but shall notify the Executive Director of JCRA promptly that he is proceeding with the work under protest; however, the Contractor may exclude any disputed claim from the final release.
5. In the event of disputes involving non-monetary issues, the Executive Director of JCRA's decision shall be final. The JCRA's Executive Director may conduct such fact finding as he/she deems necessary in order to resolve the dispute.

SCOPE OF WORK

1. GENERAL

The Contractor must be able to provide snow removal services including but not limited to salting sidewalks, clearing walkways, and all other necessary snow removal related services at all JCRA properties listed below:

Property #	Property Address
1	408-420 Communipaw Avenue, Jersey City, NJ
2	292 Martin Luther King Jr. Drive, Jersey City, NJ
3	284 Martin Luther King Jr. Drive, Jersey City, NJ
4	326-330 Martin Luther King Jr. Drive, Jersey City, NJ
5	314 Martin Luther King Jr. Drive, Jersey City, NJ
6	53 Martin Luther King Jr. Drive, Jersey City, NJ
7	204 Stegman Street, Jersey City, NJ
8	199 Stegman Street, Jersey City, NJ
9	665 Ocean Avenue, Jersey City, NJ
10	405-407 Ocean Avenue, Jersey City, NJ
11	185 Dwight Street, Jersey City, NJ
12	550 Johnston Avenue, Jersey City, NJ
13	Johnston Avenue Between Monitor Street and Pine Street, Jersey City, NJ
14	1054-1068 Garfield Avenue, Jersey City, NJ
15	199 Woodward Street, Jersey City, NJ
16	84 Sipp Avenue, Jersey City, NJ
17	34-36 Center Street, Jersey City, NJ
18	51 Crescent Ave, Jersey City, NJ
19	336-340 Martin Luther King Jr. Drive, Jersey City, NJ
20	350 Washington Street, Jersey City, NJ
21	574 Communipaw Ave (Including Rear), Jersey City, NJ
22	558 Communipaw Ave, Jersey City, NJ
23	468-480 Manila Ave (Parking Lot), Jersey City, NJ
24	174 Martin Luther King Jr. Drive, Jersey City, NJ
25	612-616 Communipaw Ave / 91-93 Harrison Ave, Jersey City, NJ

2. COMMENCEMENT OF WORK

The Contractor shall commence work immediately upon notification by the Executive Director or her designee in accordance with provisions included hereinafter. Upon notification of a pending snowstorm, the Contractor must mobilize to the properties. Once the Contractor is notified, the work must be completed within four (4) hours of notification. The work shall be performed diligently without delay from the start to the completion of the snow removal operation.

Should the Contractor fail to comply with the specified times, the JCRA reserves the right to hire any available equipment and personnel on an emergency basis and charge the Contractor for any difference in price.

The Contractor will be given designated salting and snow removal locations by the JCRA staff prior to being deployed.

3. DAILY REPORTS

The JCRA reserves the right to expect Contractors to utilize any automated time and/or geographical system implemented by the JCRA during the Contract. The purposes of such include but are not limited to; properly recording hours worked, verification of invoices, payment and location during any weather related events.

The Contractor shall submit a report of his operations and shall indicate therein the time of employees and equipment engaged. Reports shall be signed by the Contractor's Supervisor and shall be delivered to the JCRA.

It must be fully understood that whenever the Contractor receives a call-out to provide salting and/or snow removal services, the required minimum amount of equipment, personnel, and supervision shall be ready to begin services at the designated location within the specified time as set forth herein.

4. SALTING AND/OR SNOW REMOVAL SERVICES

Upon notification by the Executive Director or her designee, the Contractor shall immediately secure the necessary personnel and equipment needed for salting and snow removal services. The JCRA shall be contacted by the Contractor when all necessary personnel and equipment have been assembled for an order to proceed. The Contractor's personnel must not proceed without the express consent from the JCRA. Upon receipt of orders to proceed, the Contractor's teams shall be dispatched and operated in accordance with the assignment given.

The JCRA reserves the right to determine if the Contractor is performing to the satisfaction of the JCRA.

In accordance with the Specifications herein, the Contractor is required to regularly report work progress during weather events to the JCRA.

In all cases, the Executive Director and/or her designee will determine the extent of areas to be cleared during each storm and shall direct the salting and snow removal services. Prior to commencing work, the Contractor MUST supply certificates of insurances.

5. CONTRACTOR RESPONSIBILITIES

The Contractor shall not sublet, subcontract or otherwise transfer or assign in any way its obligations, or the performance of same, or any equipment included in this Contract.

The Contractor assumes full responsibility for the equipment employed in the performance of the work hereunder and agrees to make no claims against the JCRA for damages to such equipment from any claims whatsoever.

The Contractor shall be responsible for any damage to property, caused by his negligence in the performance of work under this Contract, including, but not limited to, railings, light standards, signs and delineators, curbs and all other structures.

In the event of such damage, the JCRA reserves the right to immediately affect both temporary and permanent repairs at the expense of the Contractor, and the Contractor hereby agrees that in such event the JCRA may deduct the cost of such repairs and related expenses incurred by the JCRA from any monies due to the Contractor under this Contract.

A. Contractor Personnel

It is the obligation of the Bidder to ascertain for himself, his superintendents/supervisors, operators, and/or drivers, the facts concerning conditions to be found at the locations covered by this Bid where salting and snow removal services will be undertaken, including the physical characteristics above, to read the Specifications, terms and conditions and written instructions which can, in any way affect the work under this contract, and to make the necessary investigations relating thereto. The Bidder's signature in the Bid certifies his acceptance of all the Specifications and field conditions.

B. Contractor Supervisor

The Contractor shall provide a supervisor as indicated in the Bid, who shall be responsible for the Contractor's entire operation and will answer directly to the JCRA's representative. The Contractor's supervisor shall be responsible for the operation from the initial notification of a call out until the work has been completed.

C. Communication and GPS

The Contractor's supervisor shall be available at all times with a cellular phone, to receive instructions from the JCRA's representative for the coordination of salting and snow removal services. It will be the sole responsibility of the Contractor to supply all cell phones, including the cost.

6. VEHICLE/EQUIPMENT REQUIREMENTS

The Contractor's equipment and vehicles used in performing work on the Contract must be maintained at all times in good working order and adjusted properly. Each piece of the Contractor's equipment and vehicles must be in compliance with Motor Vehicle Rules and Regulations applicable to such equipment and vehicles used under this Contract, and shall be identified in the attachment to the Equipment Questionnaire Certification Form, which is a required submission for each Bid proposal.

Where applicable, in accordance to your Bid, the Contractor's supervisor acts as coordinator for all Contract activities.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE ACCEPTANCE OF THE TRANSFER OF PROPERTY OWNED BY THE CITY OF JERSEY CITY IDENTIFIED AS BLOCK 11401, LOT 25, COMMONLY KNOWN AS 244 BAY STREET

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 owns Block 11401, Lot 25, otherwise known as 244 Bay Street on the tax map of the City (the “**Property**” or the “**Study Area**”); and

WHEREAS, on June 15, 2022, the City adopted Resolution 22-457 directing the City Planning Board to conduct a preliminary investigation of the Study Area to determine if the Study Area meets the criteria to be declared an area in need of redevelopment and/or rehabilitation and to propose a redevelopment plan for this Study Area if it is deemed to be an area in need of redevelopment and/or rehabilitation; and

WHEREAS, the City intends to implement an ordinance authorizing the conveyance of the Property to the Agency in order to facilitate the redevelopment of the Property and to enact a redevelopment plan for the Study Area; and

WHEREAS, the Redevelopment Law, *N.J.S.A. 40A:12A-8(b)* and *N.J.S.A. 40A:12A-22(i)*, permits a redevelopment entity to acquire property in order to carry out and effectuate the purposes of the Redevelopment Law and in accordance with the terms of a redevelopment plan; and

WHEREAS, the Agency’s acceptance of the Property is conditioned upon the City’s: (i) adoption of an ordinance conveying the property to the Agency; and (ii) the enactment of a redevelopment plan designating the Study Area as an area in need of redevelopment,

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

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

Section 2. The Board of Commissioners hereby authorizes the transfer of the Property from the City, provided that: (i) the City adopts an ordinance conveying the property to the Agency; and (ii) the City enacts a redevelopment plan for the Study Area.

Section 3. Pursuant to the Redevelopment Law, the Agency is the “redevelopment entity” for the Property. The Agency shall acquire the Property for One Dollar (\$1.00).

Section 4. Pursuant to *N.J.S.A. 40A:12A-8(b)* and *N.J.S.A. 40A:12A-22(i)*, the Agency's acquisition of the Property is hereby authorized for the purpose of implementing the Redevelopment Plan.

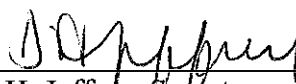
Section 5. (a) The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to accept the transfer of the Property from the City conditioned upon the aforementioned provisions in Section 2 and to execute and deliver any documents reasonably required, including accepting any and all associated documents from the City, including but not limited to deeds and the execution and delivery of any documents by the Agency required to effectuate the transfer of the Property to the Agency, in consultation with counsel to the Agency.

(b) The Chair, Vice Chair, Executive Director, Secretary and other necessary Agency Officials and professionals are each hereby authorized to execute and deliver a purchase and sale agreement and/or any other necessary documents and/or agreements, between the City and the Agency together with such additions, deletions and modifications as are necessary and desirable in consultation with counsel to the Agency to effectuate same, to close on the sale of the Property.

(c) The Chair, Vice Chair, Executive Director, Secretary and other necessary Agency Officials and professionals are each hereby authorized and directed to execute and deliver such documents as are necessary to facilitate the transactions contemplated hereby and to take such actions or refrain from such actions as are necessary to facilitate the transactions contemplated hereby, in consultation with, as applicable, counsel to the Agency, and any and all actions taken heretofore with respect to the transactions contemplated hereby are hereby ratified and confirmed.

Section 6. This resolution shall take effect immediately.

Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Regular Meeting of September 20, 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
SEPTEMBER 20, 2022**

WHEREAS, the Board of Commissioners of the Jersey City Redevelopment Agency have received copies of the Accounts/Invoices Payable List as of September 20th, 2022

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Jersey City Redevelopment Agency that the Accounts/Invoices Payable List as of be September 20th, 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 September 20th, 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	—			