

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING A CONTRACT FOR SURVEYING SERVICES FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 21 COMMONLY KNOWN AS 68-74 SIP AVENUE IN CONNECTION WITH THE PROJECT LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

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

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

**WHEREAS**, the Agency has determined to repurpose the Pathside Building as a museum pursuant to its powers under the Redevelopment Law; and

**WHEREAS**, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide designated municipal funding for the Agency’s redevelopment activities, and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the “**Cooperation Agreement**”); and

**WHEREAS**, the Agency and the City have entered into a Memorandum of Understanding with the City and the Centre national d’art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building in order to design and renovate the Pathside Building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop (the “**Pathside Museum Project**”); and

**WHEREAS**, in order to undertake the Pathside Museum Project, the Agency determined it has a need for surveying services for the Property (collectively, the “**Services**”); and

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

**WHEREAS**, Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology ("**Langan**") submitted a detailed proposal to the Agency to provide the Services dated October 31, 2022 (the "**Proposal**"), a copy of which is on file with the Agency; and

**WHEREAS**, Langan possesses the skills and expertise to perform the Services; and

**WHEREAS**, the Agency desires to enter into a contract with Langan (the "**Contract**") to perform the Services as outlined in the Proposal for an amount not to exceed Seventy-Nine Thousand Five Hundred Dollars (**\$79,500**), to be paid in accordance with the rates set forth in the Proposal; and

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

**WHEREAS**, notice of the award of the 2021 Contract shall be published in a newspaper of general circulation in accordance with *N.J.S.A.* 40A:11-5(1)(a)(i),

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

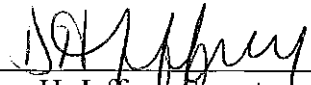
**Section 1.** The aforementioned recitals are incorporated herein as though fully set forth at length.

**Section 2.** The Chair, Vice-Chair, Executive Director and/or Secretary are each hereby authorized to execute and deliver the Contract with Langan to perform and complete the Services for a term to expire upon completion of the Services and all related tasks, or twelve (12) months after the effective date of the Contract, whichever is earlier, payable in accordance with the rates set forth in the Proposal for a total amount not to exceed Seventy Nine Thousand Five Hundred Dollars (\$79,500), subject to the terms and conditions of the Agency's form professional services agreement, together with any such additions, deletions and/or modifications as may be deemed necessary or desirable by the Agency in consultation with counsel, and to undertake all actions necessary to effectuate the Contract and this Resolution, all in accordance with the LPCL, and to execute any and all other documents necessary to effectuate this Resolution, in consultation with counsel.

**Section 3.** The Agency shall publish notice of the award of the Contract in a newspaper of general circulation in accordance with the LPCL.

**Section 4.** This Resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting on November 3, 2022.**

  
Diana H. Jeffrey, Secretary

<b>RECORD OF COMMISSIONERS VOTE</b>				
<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	✓			

31 October 2022  
[VBonners@icnj.org](mailto:VBonners@icnj.org)

Victoria Bonners  
Jersey City Redevelopment Agency  
4 Jackson Square, 39 Kearny Avenue  
Jersey City, New Jersey 07305

**Re: Proposal for Professional Laser Scanning Services  
68-74 Sip Avenue "70 Sip Avenue"  
Jersey City, New Jersey 07306  
Langan Project No.: 17000000**

Dear Victoria:

We are pleased to provide you with this proposal for professional laser scanning services at 68-74 Sip Avenue in Jersey City, New Jersey. As professional land surveyors, we understand the importance of 3D laser scanning accuracy for projects. For this reason, all 3D laser scanning will be performed under the supervision of a licensed land surveyor in the State of New Jersey.

Services will be based out of our New York City office located at 360 West 31<sup>st</sup> Street.

## **SCOPE OF WORK**

The following tasks will be conducted as part of our scope:

### **3D Laser Scanning**

#### Survey Control Information

We will establish survey control points throughout the project area. Survey control will be used to register each scan, so the data aligns accurately throughout the interior and exterior of the building. The horizontal coordinates will be tied to an assumed project system established by Langan at time of survey. The vertical datum will be provided in NAVD88.

#### 3D Laser Scanning

3D laser scanning will be conducted along the accessible and visible exterior façades and roof level. Interior scanning will include the basement, first, second, third, and fourth floors. We understand the building contains approximately 41,200 gross square feet. Scanning above ceilings, within confined spaces, or within shafts are excluded under this scope of services.

Scanning will include architectural, structural, and features visible to the scanner at time of survey. Laser scan information will include surfaces visible and accessible to the scanner. While we will make every effort to collect data on this surface, some shadowing may occur due to limited accessibility or scanner locations. During the field phase, temporary targets will be placed in the areas being laser scanned. These targets will consist of either paper targets attached to bare wall surfaces using minimally adhesive painter's masking tape or tripods with a swivel mounted targeting paddle. Targets will then be located using traditional survey methodology for use in registration and alignment to the project coordinate system. At the end of each shift our crews will remove all targets from the work area.

#### Floor Level Information

We will provide finished floor level information for the basement and floors 1 – 4 of 70 Sip Avenue. One spot elevation will be provided per floor within a single stairwell. This information will be shown as in chart format on the first floor plan and within the Revit model. Spot elevations will be observed on the visible finished floor material.

#### **Deliverables**

##### Point Cloud

Upon completion of the field scan and registration process, we will provide the team with a single registered 3D point cloud of the areas scanned. Data will be provided in intensity and grey-scaled colors only. 360 photography is excluded under this scope of services. The point cloud will be delivered in .RCP format that will be compatible with a variety of Autodesk modeling software platforms.

##### *Point Cloud Standards*

Point cloud accuracy will be performed to standard acceptable survey tolerance (1/4" +/-) and in accordance with the U.S. Institute of Building Documentation (USIBD) LOA30. LOA30 includes an upper range of 15 mm to a lower range of 5 mm (>1/2" +/- to > 1/4" +/-). The USIBD categorizes accuracy in five increments of level of accuracy (LOA). This ranges from LOA10 (> 5cm) through LOA50 (< 1mm). These categories define acceptable deviations from the measured point cloud to the feature. Site hours increase in proportion to the project's level of accuracy requirements. Multiple LOA's can be represented in a single project.

##### Revit Model

##### *Architectural and Structural Model (LOD200)*

We will provide a Revit model V2022 of the specified building areas using information extracted from our point clouds using Autodesk Revit software. Modeled elements will be geometrically

correct, but may contain only limited "intelligence" with regards to material and thickness. Features will be modeled using generic families with custom in-place elements as required. Areas within the point cloud containing "shadows" will be noted "inaccessible" or similar.

All features will be modeled to the visible surface as they exist in the field, so structural steel may be modeled to the fire coating surface, structural steel without fireproofing will be modeled to closest ASTM dimensional match. Dimensional differences between record plans and the model should be expected. However, modeling in this fashion will provide the necessary information to map clearances and detect design clashes.

The model will include building walls, floors, ceilings, windows, door openings, and similar. 3D modeling of architectural and structural elements will be performed in limited detail. Probing or similar to determine composition of families is excluded. Features will be represented as visible to the scanner. Modeled elements will be developed to LOD200. If applicable, fluted or scalloped columns will be represented as a general outline and will not include detail profiles. Floors will be shown as a single plane based on field measurements and coordinated with the design team. If applicable, stairs will be modeled using standard Revit tools to the average landing elevations captured in the point cloud. Riser and treads will be modeled to represent quantity and general position. Site plaza is excluded under this scope of services.

#### *MEP Model (LOD200)*

MEP information is excluded from this scope of services.

#### *General Modeling Information*

Modeling will be submitted in accordance to the BIMFORUM Level of Development Specification for LOD200. The BIMFORUM defines LOD200 as a graphically represented generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. LOD200 elements are generic placeholders. They may be recognizable as the components they represent, or they may be volumes for space reservation. Any information derived from LOD200 elements must be considered approximate. Identification of materials, ornate architectural details, or modeling of probe information is excluded under this scope of service. Please refer to the conditions and exclusions section below for further modeling information.

#### 2D AutoCAD Plans

Upon completion of the Revit model, we will export five floor plans, one roof plan, five reflected ceiling plans, and two exterior elevations (west and south) in 2D AutoCAD format. Preparation of 2D AutoCAD plans will include exporting model information on a title block. As the model is the main deliverable, this scope includes only minimal annotations or labeling of AutoCAD

plans. This scope of service excludes tagging room names, square footage calculations, or similar. This scope also excludes sections or interior elevation plans.

## SCHEDULE

We are available to begin work within three weeks of your authorization to proceed. Please provide us with any necessary contact information to arrange for access prior to the scheduled field time. Point cloud deliverables will be available within approximately two weeks after completion of field services. Deliverables will be available within approximately eight weeks from mobilization. Final schedule will be determined at time of authorization. Additional time may be required if authorization is received for the optional services.

## COST OF SERVICES

The fees to complete the referenced work have been provided in the chart below. The base task includes field work for a two person laser scan crew, two person survey crew, data reduction, drafting/modeling, and professional supervision. We will invoice you monthly for time spent in accordance with the terms of our project contract.

**Table 1. Fees**

<b>Tasks</b>	<b>Survey Fees</b>
Survey Control <sup>1</sup>	\$ 7,500
3D Laser Scanning and Point Cloud Deliverables <sup>2</sup>	\$ 25,000
Revit Model (LOD200) and 2D AutoCAD Plans	\$ 45,500
Project Management	\$ 1,500
<b>Lump Sum Total for Survey Consulting Services</b>	<b>\$ 79,500</b>

Please note: Fees will be invoiced lump sum unless noted as time and material (T&M).

<sup>1</sup> Fees also includes a Two Person Survey Crew for two 8-hr shifts during normal business hours.

<sup>2</sup> Fees includes a Two Person Laser Scan Crew for five 8-hr shifts during normal business hours.

## CONDITIONS AND EXCLUSIONS

1. Assumptions have been made based on buildings with similar size and square footage. Any deviation from the scope of work outlined in this proposal will be immediately brought to your attention and a separate budget will be provided to you if additional services are required.
2. We understand the owner is responsible for all communication with occupants in advance. This includes, but not limited to, when the survey is occurring or at what locations.
3. We understand an owner's representative will be available at all times while on site to ensure access is continuous and uninterrupted.
4. Information will be shown as visible in scan data.
5. "Shadowing" may occur as a result of inaccessible areas.
6. Access will be coordinated by client prior to the commencement of survey.
7. If restrictions hinder field acquisition at no fault of Langan, the client will be invoiced according to our standard fee schedule for hours worked.
8. Excludes:
  - a. Scanning or modeling above ceilings.
  - b. Entry into shaft ways, elevator pits, and/or similar confined spaces.
  - c. 2D drafting or 3D modeling of materials or texture mapping, CATV systems, utility hangers, supports, unistruts, flexible tubing, conduits, wires, fittings, valves, signage, and similar.
  - d. 2D drafting or 3D modeling of life and safety elements (i.e. locations of fire extinguishers, strobes, exit lights etc.).
  - e. 2D drafting or 3D modeling of ornate trims, wainscoting, rosettes, plasterwork, or similar.
  - f. 2D drafting or 3D modeling of MEP information.
  - g. Meshing or similar of point cloud data.
  - h. Any selective demolition or probing to ascertain material composition and/or reveal obscured components.
  - i. Removal of light refraction or "noise" found in the registered point cloud.
  - j. Supplementary site visits to obtain obstructed or inaccessible information is excluded within this proposal.



## CLOSURE

If there are any questions in regard to our services, please contact our office directly at 212-479-5580. We are looking forward to working with you on this project.

Sincerely,  
**Langan Engineering, Environmental, Surveying,  
Landscape Architecture and Geology, D.P.C.**



Tim O'Connor  
Senior Project Manager



Paul D. Fisher, LS  
Principal

**AUTHORIZATION TO PROCEED**

Receipt of this proposal, including the General Terms and Conditions annexed hereto, is hereby acknowledged and all of the terms and conditions contained therein are accepted.

Victoria Bonners  
Jersey City Redevelopment Agency  
4 Jackson Square, 39 Kearny Avenue  
Jersey City, New Jersey 07305

**Re: Proposal for Professional Laser Scanning Services  
68-74 Sip Avenue "70 Sip Avenue"  
Jersey City, New Jersey 07306  
Langan Project No.: 17000000**

**Signature:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_  
(Authorized representative)

**Company:** \_\_\_\_\_ ("Client")

**Date:** \_\_\_\_\_

Invoices should be directed to the following person:

**Name:** \_\_\_\_\_

**Email address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

These Terms and Conditions shall apply to services provided by **Langan Engineering, Environmental, Surveying, Landscape Architecture and Geology, D.P.C.**; or **Langan Engineering and Environmental Services, Inc.**; or **Langan CT, Inc.**; or **Langan MA, Inc.**; or **Langan MI, Inc.**; or **Langan International, LLC**; or such other Langan entity specifically identified in the Proposal (each individually, a "LANGAN ENTITY"); and together with the Proposal to which these Terms and Conditions are attached (hereinafter, the "Proposal"), shall constitute the "Agreement." For purposes of this Agreement, the LANGAN ENTITY identified in the Proposal shall be referred to as "LANGAN" and the entity signing the Proposal shall be referred to as "CLIENT."

### A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

LANGAN will provide those services specifically identified in the Proposal (hereinafter, the "Services"). All Services, regardless of the commencement date, will be covered by these Terms and Conditions. All services not specifically identified in the Proposal are excluded; provided, however, that if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform such additional services ("Additional Services") subject to these Terms and Conditions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services on a time-and-materials basis based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

### B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

### C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services, prior to the commencement of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of the Services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's Services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's Services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

### D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action.

The CLIENT shall notify LANGAN prior to executing this Agreement if federal, state, or local prevailing wage requirements apply. If prevailing wages apply, and LANGAN was not notified by CLIENT, CLIENT agrees to pay LANGAN the prevailing wage for new invoiced amounts, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. CLIENT also agrees to defend, indemnify, and hold harmless LANGAN from any alleged violations for failing to pay prevailing wages, including the payment of any fines or penalties.

### E. RIGHT OF ENTRY

The CLIENT shall provide for safe right of entry in order for LANGAN to perform its Services, including execution of any site access or license agreements required for completion of the Services. LANGAN will not be required to execute any site access or license agreement(s). While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

### F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work of or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

### G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN or its subcontractors and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN's attention or are not correctly shown on the plans furnished by CLIENT or third parties.

### H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

## **I. INDEMNIFICATION**

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify and hold harmless the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under its Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify, defend and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

Payment by CLIENT in accordance with Section D of this Agreement is a condition precedent to LANGAN's indemnification obligations.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

## **J. LIMITATION OF LIABILITY**

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance by LANGAN per Section O, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed an aggregate amount equal to the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

## **K. WAIVER OF CONSEQUENTIAL DAMAGES**

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

## **L. INSURANCE**

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request.

The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies inclusive of operations, completed operations, and products liability coverage provisions. Such additional insured coverage shall be provided by endorsement CG 20 32 04 13 (for ongoing operations) and endorsement CG 20 37 04 13 (for completed operations).

To the fullest extent permitted by law, CLIENT hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

## **M. FORCE MAJEURE**

LANGAN will not be responsible or liable for any delays in performance, failure of performance or additional costs incurred by CLIENT related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, unforeseen existing or subsurface conditions, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, recognized health threats as determined by the World Health Organization, the Center for Disease Control, or local governments or health agencies (including but not limited to health threats of COVID-19, H1N1, or similar infectious diseases), or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

## **N. OPINION OF COST**

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an

experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

#### **O. PROJECT DELIVERABLES**

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited; provided, however, that LANGAN, in its sole discretion, may agree to grant reliance to a single relying party subject to (i) the payment by CLIENT of a reliance fee equal to 10 percent (10%) of the amount paid by CLIENT for the Deliverables upon which reliance is to be granted, and (ii) acceptance by the relying party of LANGAN's standard reliance letter (a copy of which will be provided to CLIENT and relying party upon request).

If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement. In the event LANGAN is required to execute any certifications, it is understood and agreed that: (i) the words "certify" or "certification" shall mean an expression of LANGAN's professional opinion based upon available information and consistent with the Standard of Care; and (ii) such certification does not constitute a warranty or guarantee by LANGAN.

#### **P. CONFLICTS OF INTEREST**

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

#### **Q. TERMINATION AND SUSPENSION**

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement.

Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of suspension for non-payment, LANGAN shall have the right to: (i) withhold its project Deliverables; and (ii) demand advanced payment for future services. Furthermore, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with this Section Q, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

#### **R. DISPOSAL OF SAMPLES**

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days from the date the samples are taken unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation. CLIENT shall reimburse LANGAN for the actual cost of disposal plus 15%.

#### **S. RIGHT TO REFERENCE PROJECT**

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

#### **T. SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

If LANGAN is requested to execute a consent to assignment of this Agreement to a lender or other entity providing financing for the Project, LANGAN, in its sole but reasonable discretion, may agree to execute any such document provided it does not materially alter LANGAN's risk exposure or obligations under this Agreement, and provided the assignee agrees to: (i) pay any amounts due and owing at the time of assignment; (ii) pay any amounts to become due subsequent to such assignment; and (iii) be bound by the terms and conditions of this Agreement.

#### **U. DISPUTE RESOLUTION**

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN conditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

**V. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

**W. ENTIRE AGREEMENT**

Unless a separate agreement is executed by the parties, upon receipt of direction to proceed from CLIENT and commencement of the SERVICES by LANGAN, and regardless of whether CLIENT signs the Proposal, these General Terms and Conditions will govern LANGAN's performance of the Services.

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR COST ESTIMATOR SERVICES FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

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

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

**WHEREAS**, the Agency has determined to repurpose the Pathside Building as a museum pursuant to its powers under the Redevelopment Law; and

**WHEREAS**, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide designated municipal funding for the Agency’s redevelopment activities, and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the “**Cooperation Agreement**”); and

**WHEREAS**, the Agency and the City have entered into a Memorandum of Understanding with the City and the Centre national d’art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building in order to design and renovate the Pathside Building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop (the “**Pathside Museum Project**”); and

**WHEREAS**, the Agency, as a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Redevelopment Law to use competitive contracting to procure cost estimator services (the “**Services**”) for the Pathside Museum Project pursuant to *N.J.S.A. 40A:11-4.1 et seq.*; and

**WHEREAS**, *N.J.S.A.* 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the Agency desires to contract for specialized goods or services enumerated in *N.J.S.A.* 40A:11-4.1 *et seq.* of the LPCL,

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

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

**Section 2.** Pursuant to *N.J.S.A.* 40A:11-4.1 *et seq.*, the use of competitive contracting is hereby authorized for procuring and awarding a contract for the provision of the Services in the Redevelopment Area for a term not to exceed five (5) years.

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

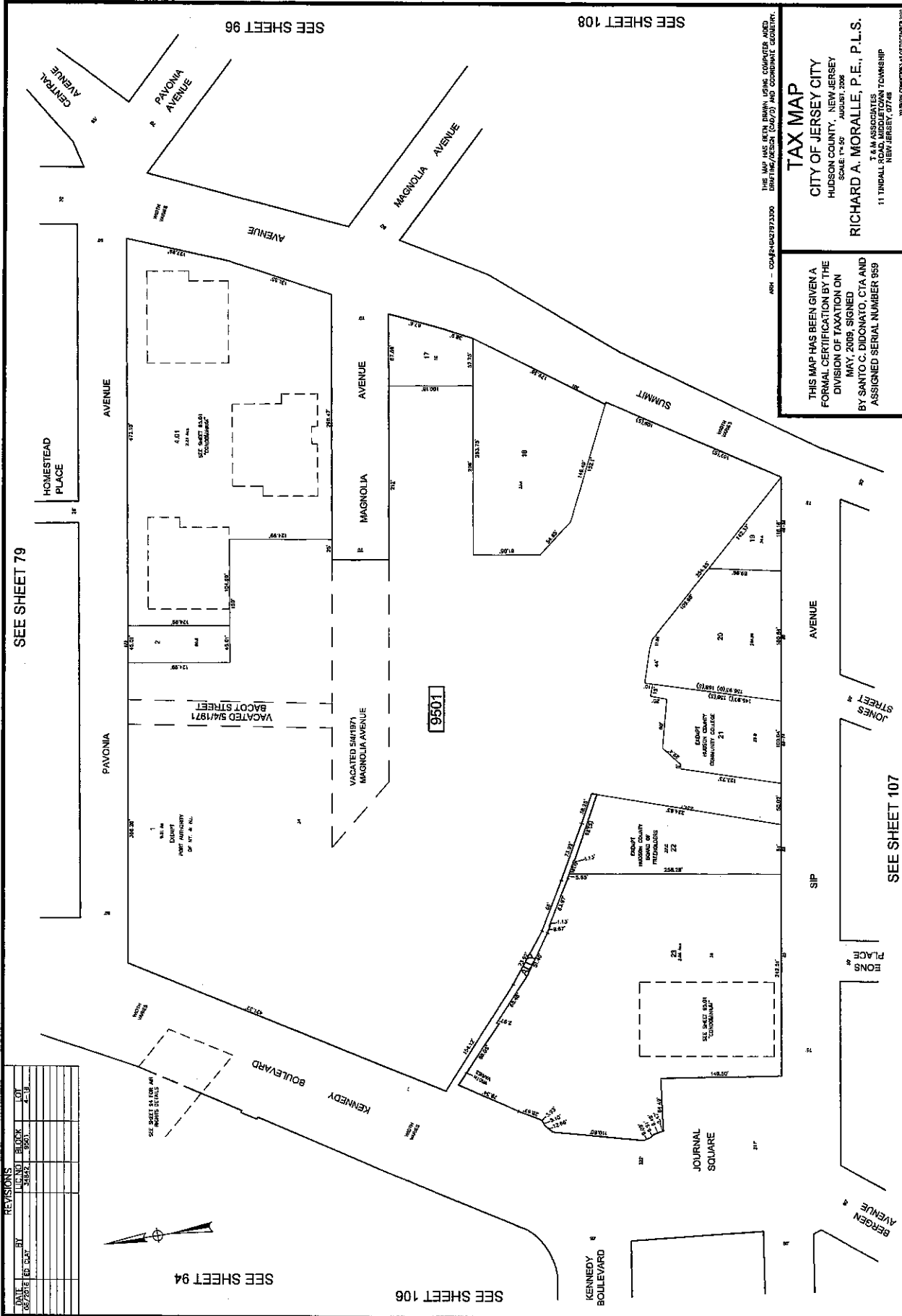
**Section 4.** This resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of November 3, 2022.**

  
 \_\_\_\_\_  
 Diana H. Jeffrey, Secretary

<b><u>RECORD OF COMMISSIONERS VOTE</u></b>				
<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
06/27/16	ED. CVT.	1. INITIAL BLOCK 9501	4-18
		2. 3/4" AS SHOWN	
		3. 3/4" AS SHOWN	
		4. 3/4" AS SHOWN	
		5. 3/4" AS SHOWN	
		6. 3/4" AS SHOWN	
		7. 3/4" AS SHOWN	
		8. 3/4" AS SHOWN	
		9. 3/4" AS SHOWN	
		10. 3/4" AS SHOWN	

**TAX MAP**  
 CITY OF JERSEY CITY  
 HUDSON COUNTY, NEW JERSEY  
 SCALE 1" = 50'  
 AUGUST, 2006  
 RICHARD A. MORALLE, P.E., P.L.S.  
 T & M ASSOCIATES  
 11 TINDALL ROAD, MIDDELTON TOWNSHIP  
 NEW JERSEY 07748

THIS MAP HAS BEEN GIVEN A FORMAL CERTIFICATION BY THE DIVISION OF TAXATION ON MAY 2009, SIGNED BY SANTO C. DIDONATO, CTA AND ASSIGNED SERIAL NUMBER 659

THIS MAP HAS BEEN DRAWN USING COMPUTER AIDED DESIGN (CAD) AND CONTAINS GEOMETRY.

APP. - COMPAS/ENR/2009

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE JERSEY CITY REDEVELOPMENT AGENCY AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO AWARD A CONTRACT FOR A FOOD SERVICES CONSULTANT FOR THE PROPERTY LOCATED AT BLOCK 9501, LOT 22, COMMONLY KNOWN AS 84 SIP AVENUE/25 JOURNAL SQUARE, ALSO KNOWN AS 25 PATHSIDE, WITHIN THE JOURNAL SQUARE 2060 REDEVELOPMENT AREA**

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

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

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

**WHEREAS**, the Agency has determined to repurpose the Pathside Building as a museum pursuant to its powers under the Redevelopment Law; and

**WHEREAS**, the City and the Agency have determined it is mutually beneficial and in the public interest to work cooperatively on the redevelopment of the Property and to provide designated municipal funding for the Agency’s redevelopment activities, and have set forth their respective obligations within a Cooperation Agreement for the Journal Square Cultural and Arts Initiative, dated May 5, 2021 (the “**Cooperation Agreement**”); and

**WHEREAS**, the Agency and the City have entered into a Memorandum of Understanding with the City and the Centre national d’art et de culture Georges Pompidou as the cultural partner for the redevelopment of the Pathside Building in order to design and renovate the Pathside Building and prepare it to be used as a cultural hub with uses potentially including, but not limited to, a museum, gallery, studio, educational and event space, café, restaurant and/or museum shop (the “**Pathside Museum Project**”); and

**WHEREAS**, the Agency, as a public body corporate and politic of the State of New Jersey, is authorized pursuant to the Redevelopment Law to use competitive contracting to procure a food services consultant (the “**Services**”) for the Pathside Museum Project pursuant to *N.J.S.A. 40A:11-4.1 et seq.*; and

**WHEREAS**, *N.J.S.A.* 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the Agency desires to contract for specialized goods or services enumerated in *N.J.S.A.* 40A:11-4.1 *et seq.* of the LPCL,

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

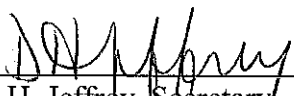
**Section 1.** The recitals hereto are hereby incorporated herein as if set forth at length.

**Section 2.** Pursuant to *N.J.S.A.* 40A:11-4.1 *et seq.*, the use of competitive contracting is hereby authorized for procuring and awarding a contract for the provision of the Services in the Redevelopment Area for a term not to exceed five (5) years.

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

**Section 4.** This resolution shall take effect immediately.

**Certified to be a true and correct copy of a Resolution of the Board of Commissioners of the Jersey City Redevelopment Agency adopted at its Special Meeting of November 3, 2022.**

  
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 Diana H. Jeffrey, Secretary

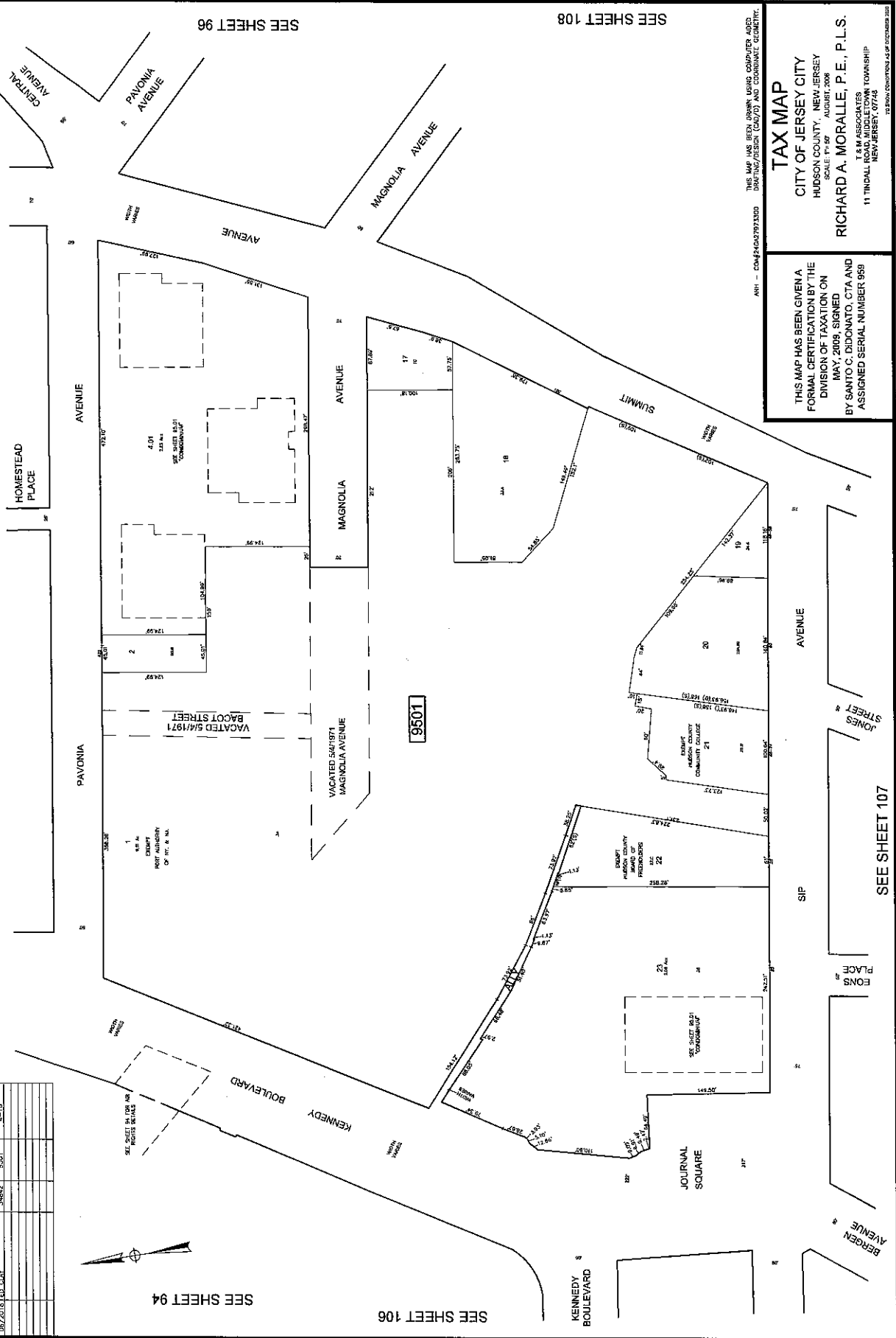
<b><u>RECORD OF COMMISSIONERS VOTE</u></b>				
<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Donald R. Brown	✓			
Douglas Carlucci	✓			
Erma D. Greene				✓
Victor Negron, Jr.	✓			
Darwin R. Ona				✓
Denise Ridley	✓			
Daniel Rivera	✓			

DATE	BY	REVISIONS
08/27/18	ED. G.P.	1.01
08/27/18	ED. G.P.	1.02
08/27/18	ED. G.P.	1.03
08/27/18	ED. G.P.	1.04
08/27/18	ED. G.P.	1.05
08/27/18	ED. G.P.	1.06
08/27/18	ED. G.P.	1.07
08/27/18	ED. G.P.	1.08
08/27/18	ED. G.P.	1.09
08/27/18	ED. G.P.	1.10

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