

Introduced by: \_\_\_\_\_

Seconded by: \_\_\_\_\_



**CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_\_\_**

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS  
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND,  
SPECIFICALLY, MATTERS OF ATTORNEY CLIENT PRIVILEGE  
WITH SPECIAL COUNSEL RON CUCCHIARO RELATING TO THE  
GOVERNING BODY APPEAL OF THE ZONING BOARD  
APPROVAL OF 901 BLOOMFIELD**

**WHEREAS**, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) for matters falling within attorney client privilege (for legal guidance on matters for which confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer); and

**WHEREAS**, the City seeks to enter into such a closed session for purposes of obtaining legal advice from the City's legal counsel, Ron Cucchiaro, Esq., regarding the Governing Body appeal of the Zoning Board approval of 901 Bloomfield; and

**WHEREAS**, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending matters of the type listed herein; and,

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

**BE IT FURTHER RESOLVED** that when the need for confidentiality no longer exists the matters discussed therein will be made available to the public.

**MEETING: March 2, 2016**

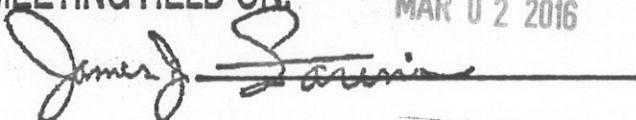
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alysia Proko  
Interim Corporation Counsel

**A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.**

**AT A MEETING HELD ON:**

**MAR 02 2016**

  
\_\_\_\_\_  
James J. Scavino

**CITY CLERK**

Introduced by: [Signature]  
Seconded by: [Signature]

**CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_\_\_**

**RESOLUTION AUTHORIZING CLOSED SESSION TO DISCUSS  
MATTERS PURSUANT TO N.J.S.A. 10:4-12(B)(7) AND ATTORNEY  
CLIENT PRIVILEGE RELATING TO THE SETTLEMENT OF THE  
PENDING WORKERS COMPENSATION CLAIM MATTER KNOWN  
AS YL V. CITY OF HOBOKEN, Claim No.: X26555**

**WHEREAS**, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(7) and for matters falling within attorney client privilege (for legal guidance on matters relating to the settlement of workers compensation claim litigation); and

**WHEREAS**, the City seeks to settle the workers compensation claim litigation known as **YL v. City of Hoboken, Claim No. X26555**; and

**WHEREAS**, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending settlements of the type listed herein; and,

**NOW THEREFORE, BE IT RESOLVED** by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

**BE IT FURTHER RESOLVED** that when the need for confidentiality no longer exists the discussions had therein will be made available to the public.

**MEETING: March 2, 2016**

APPROVED AS TO FORM:

[Signature]  
Anslapoko  
Corporation Counsel

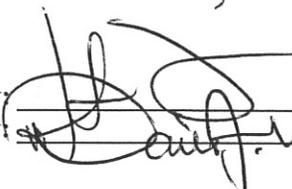
A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.

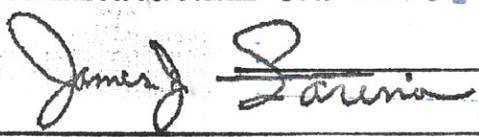
AT A MEETING HELD ON: **MAR 02 2016**

[Signature]

**CITY CLERK**

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: MAR 02 2016

Introduced by:   
Seconded by: 

  
CITY OF HOBOKEN  
RESOLUTION NO.: \_\_\_\_\_

**CITY CLERK**  
**RESOLUTION AUTHORIZING CLOSED SESSION TO RECEIVE  
INFORMATION AND OVERVIEW FROM CHIEF FERRANTE ON A  
PENDING MATTER PURSUANT TO N.J.S.A. 10:4-12(B)(1), (6) AND (7)**

WHEREAS, the Council of the City of Hoboken is authorized to go into closed executive session for the reasons set forth in the Open Public Meetings Act, including without limitation:

1. N.J.S.A. 10:4-12(b)(1): "matter which, by express provision of federal law, State statute, or rule of court shall be rendered confidential or excluded from the provisions of subsection a. of this section";
2. N.J.S.A. 10:4-12(b)(6): "tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair that protection, or investigations of violations or possible violations of the law"; and,
3. N.J.S.A. 10:4-12(b)(7): "pending or anticipated litigation or contract negotiation other than in subsection b. (4) herein in which the public body is, or may become, a party, or matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer."

WHEREAS, the City Council seeks to enter into such a closed session for purposes of receiving information and overview from Chief Ferrante regarding of an active pending investigation, the nature of which is rendered confidential and the disclosure of which would impair the protection of safety and/or property of the public, and which involves an active investigation of violations of law; and,

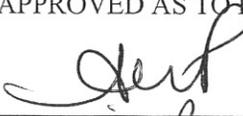
WHEREAS, one of the reasons to go into closed session is to receive advice from legal counsel, which is subject to attorney client privilege and which is offered regarding pending matters of the type listed herein, and the City Council seeks to enter into such a closed session to the extent advise from the Office of Corporation Counsel is required and/or requested regarding the information and overview provided by Chief Ferrante; and,

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Hoboken that it enter into closed session for the herein said purposes; and,

BE IT FURTHER RESOLVED that when the need for confidentiality no longer exists the matters discussed therein will be made available to the public.

MEETING: March 2, 2016

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alycia Proko  
Corporation Counsel

3

SPONSORED: af  
SECONDED: [Signature]

**CITY OF HOBOKEN  
RESOLUTION NO.**

**RESOLUTION GRANTING FLORIO KENNY & RAVAL SETTLEMENT AUTHORITY IN  
THE WORKERS COMPENSATION MATTER KNOWN AS YL V. COH ET AL. (CLAIM NO.:  
X26555) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY KEITH KANDEL TO  
ALYSIA PROKO IN THE FEBRUARY 12, 2016 EMAIL**

**WHEREAS**, the City of Hoboken is currently involved in a workers compensation claim with Plaintiff YL (CLAIM NO.: X26555); and,

**WHEREAS**, Florio Kenny & Raval has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of a February 12, 2016 email from Keith Kandel to Alysia Proko; and,

**WHEREAS**, after legal guidance from Florio Kenny & Raval, the City Council finds its suggested monetary settlement amount to be reasonable, and in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Florio Kenny & Raval is hereby authorized to settle the matter of the workers compensation claim with Plaintiff YL (CLAIM NO.: X26555) in an amount up to the monetary amount suggested by Keith Kandel to Alysia Proko by the February 12, 2016 email.

Meeting date: March 2, 2016

**Approved as to Content:**

**Approved as to Form:**

Quentin Wiest  
Quentin Wiest  
Business Administrator

[Signature]  
Alysia Proko, Esq.  
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

**A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON:**

**MAR 02 2016**

James J. Sarunia  
CITY CLERK

Introduced By: DP

Seconded By: [Signature]

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION TO ESTABLISH A 2016 TEMPORARY CAPITAL BUDGET**

Whereas, The City of Hoboken desires to establish the 2016 Temporary Capital Budget of the City by inserting therein various capital projects pursuant to N.J.A.C. 5:30-4.3(b)2;

Now Therefore, Be It Resolved, by the Council of the City of Hoboken as follows:

Section 1. The 2016 Temporary Capital Budget of the City of Hoboken is hereby established by the adoption of the schedule to read as follows:

Temporary Capital Budget of the City of Hoboken

County of Hudson, New Jersey

Projects Scheduled for 2016

Method of Financing

Project	Est Costs	Grants & Other Funds	Budget Appropriation	Capital Imp. Fund	Bonds
Fire Rescue Pumper	\$450,000.00	\$100,000.00		\$17,500.00	\$332,500.00
1500 GPM Attack Pumper	\$350,000.00			\$17,500.00	\$332,500.00

Meeting date: March 2, 2016

Approved as to content:

Quentin Wiest  
Quentin Wiest, Business Administrator

Approved as to form:

[Signature]  
Alysia Proko, Acting Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffany Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
Council President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON:

MAR 02 2016

*James J. Sarina*  
 \_\_\_\_\_  
 CITY CLERK

Sponsored By: MD

5

Co-Sponsored By: VF

RESOLUTION NO: \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MUNICIPAL BOARD PROPERTY OWNERSHIP CONSENT FORM FOR THE AMERICAN LEGION POST 107 ZONING BOARD OF ADJUSTMENT APPLICATION**

**Whereas,** the American Legion Post 107, located at 308 Second Street in Hoboken is proposing a five story mixed-use building, featuring residential units and organizational meeting space, and will need Zoning Board of Adjustment approval for associated variances; and

**Whereas,** the American Legion Post 107 was awarded six project-based vouchers for the proposed development, which will include six residential units for homeless veterans; and

**Whereas,** the American Legion Post 107 proposed building plan requires 900 square feet, or .02 acres, of the adjacent eastward parcels, Block 43, Lots 34 and 35 to support minimum building code requirements for two sets of staircases and an elevator; and

**Whereas,** Block 43, Lots 34 and 35 are owned by the City of Hoboken and are currently operated as a municipal parking lot for 15 vehicles; and

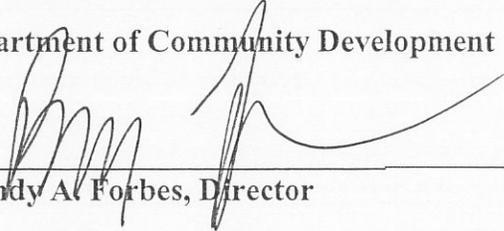
**Whereas,** the City of Hoboken, as the property owner for Block 43, Lots 34 and 35, will have to execute a Municipal Board Property Ownership Consent Form for the American Legion to have an application heard before the Zoning Board of Adjustment in which the applicant does not own the entire subject property, which the City Council herein wishes to authorize.

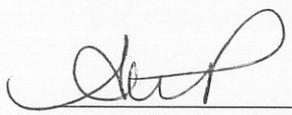
**Now Therefore, Be It Resolved,** that the Mayor of the City of Hoboken, or her designee, is hereby authorized and directed to execute the Municipal Board Property Ownership Consent Form on behalf of American Legion Post 107 for 450 s.f. (each) of Lots 34 and 35 of Block 43, which is owned in fee simple by the City, **and be it --**

**Further Resolved,** that the American Legion Post will have direct permission from the City of Hoboken to have their application heard at an upcoming Zoning Board of Adjustment meeting using a portion of City property for the proposed 5-story development, **and be it --**

**Further resolved,** neither the execution of this owner consent nor the City's authorization of the American Legion Post 107 or its agents to access the area is intended to, nor shall it be deemed to, constitute the City's acceptance of the taking of the land at issue by any means, whether property rights or quantum meruit, and the American Legion Post 107 shall be required to take any property rights it seeks in the land by formal legal agreement with the City in accordance with all applicable laws.

**Meeting date: March 2, 2016**

**Department of Community Development**  
  
 \_\_\_\_\_  
**Brandy A. Forbes, Director**

**Approved as to form:**  
  
 \_\_\_\_\_  
**Alysia Proko, Acting Corporation Counsel**

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	//			
James Doyle	//			
Tiffany Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	//			
Council President Jen Giattino				

A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON: MAR 02 2016

  
 \_\_\_\_\_  
**CITY CLERK**

Introduced by: af 6  
 Seconded by: [Signature]

**CITY OF HOBOKEN**

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A \$15,000.00 GRANT FROM THE NEW JERSEY DEP FOR PREPARATION OF A MUNICIPAL PUBLIC ACCESS PLAN**

**WHEREAS**, the New Jersey DEP has announced that it approved the City of Hoboken's grant application for preparation of a municipal public access plan, in the amount of \$15,000.00, with no City match; and

**WHEREAS**, certification of funds is not required for this resolution.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, that the City of Hoboken formally approves the acceptance of the grant for the above stated project in the amount of \$15,000.00 with no City match.

**BE IT FURTHER RESOLVED** that the Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the City of Hoboken, and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

**Meeting date: March 2, 2016**

**APPROVED:**

**APPROVED AS TO FORM:**

Quentin Wiest  
 Quentin Wiest  
 Business Administrator

[Signature]  
 Alusia Proke  
 Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
Jim Doyle	/			
Tiffany Fisher	/			
David Mello	/			
Ruban Ramos Jr	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON: **MAR 02 2016**

James J. Sarena  
 CITY CLERK



Meeting date: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

*Quentin Wiest*

Quentin Wiest  
Business Administrator

*Atysia Proko*

Atysia Proko  
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
Jim Doyle	/			
Tiffany Fisher	/			
David Mello	/			
Ruben Ramos Jr	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON:

MAR 02 2016

*James J. Sarena*

CITY CLERK

INTRODUCED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING AN EXTENSION TO THE  
PROFESSIONAL SERVICE CONTRACT TO BANISCH  
ASSOCIATES INC FOR GREEN ACRES DIVERSION  
MANAGER SERVICES FOR AN ADDITIONAL TERM TO  
COMMENCE AUGUST 7, 2015 AND EXPIRE MARCH 2, 2017,  
WITH NO CHANGE IN THE NOT TO EXCEED AMOUNT**

**WHEREAS**, the City of Hoboken published RFP's for green acres diversion manager in CY2014; and,

**WHEREAS**, the Administration evaluated the proposal provided in response to said RFP, and the Administration has determined that Banisch Associates Inc. can provide the City with the most effective and efficient Green Acres Diversion Manager services, in accordance with their proposal dated July 10, 2014; and,

**WHEREAS**, in accordance with the direction of the Administration, the City Council awarded a contract to Banisch Associates Inc. for the Green Acres Diversion Manager services, in accordance with their proposal dated July 10, 2014, at a cost of Forty Five Thousand Fifty Dollars (\$45,050.00) for a one year term to commence August 7, 2014 and expire August 6, 2015, and the City now seeks to amend that contract to extend it until March 2, 2017, with no change in the terms or the contract amount; and,

**WHEREAS**, certification of funds is not required for this resolution.

**NOW, THEREFORE, BE IT RESOLVED**, (*a majority of the full council voting affirmatively*) by the City Council of the City of Hoboken that the contract with the below listed vendor is amended for Green Acres Diversion Manager Services, for an additional term to expire March 2, 2017, with no change in the contract amount, and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Banisch Associates Inc. proposal and the City's RFP shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council, and the contract and any amendment thereto shall be subject to a non-appropriation clause in favor of the City.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Banisch Associates Inc.  
111 Main Street  
Flemington, New Jersey 08822

Meeting date: March 2, 2016

APPROVED:

Quentin Wiest  
Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

Amyla Proko, Esq.  
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffany Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jen Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON:

MAR 02 2016

James J. Sarnia

CITY CLERK

Sponsored: VF  
 Seconded: [Signature] 9

The City of Hoboken of The County of Hudson  
Resolution No.

A RESOLUTION TO LAPSE APPROPRIATION RESERVE (N.J.S.A 40A:4-59)  
 TO THE SELF-INSURANCE TRUST

BE IT RESOLVED, by the Governing Body of the City of Hoboken. County of Hudson, New Jersey (*an affirmative vote of 2/3 of the full membership required*), that the following 2015 appropriation reserve balance be lapsed to the Self-Insurance Trust established pursuant to N.J.S.A. 40A:10-1.

<u>Account Description</u>	<u>Account #</u>	<u>Balance to Lapse</u>
Group Health	5-01-30-400-029	\$650,000.00

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	//			
Michael Defusco	//			
James Doyle	//			
Tiffanie Fisher	//			
David Mello	//			
Ruben Ramos, Jr.	//			
Michael Russo	//			
President Giattino	//			

Adopted this 2 day of March, 2016  
 and certified as a true copy of an original.

[Signature]  
 James Farina, Registered Municipal Clerk

A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON: MAR 02 2016

[Signature]  
 CITY CLERK

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

*David J. Mello*  
*Nathan J. ...*

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**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A PROFESSIONAL SERVICE  
CONTRACT TO EXCEL ENVIRONMENTAL FOR CITY  
ENVIRONMENTAL ENGINEERING SERVICES FOR  
PRELIMINARY ASSESSMENT AND SITE INVESTIGATION  
OF BLOCKS 9 AND 10 IN AN AMOUNT NOT TO EXCEED  
NINETEEN THOUSAND NINE HUNDRED NINETEEN  
DOLLARS (\$19,919.00) FOR A ONE YEAR TERM TO  
COMMENCE MARCH 3, 2016 AND EXPIRE MARCH 2, 2017**

WHEREAS, the City of Hoboken published RFP's for general municipal engineering, and related services, including environmental engineering services; and,

WHEREAS, the Administration evaluated the proposals provided in response to said RFP, and the Administration thereafter determined that Excel Environmental qualified as a pool LSRP firm to provide the City with the most effective and efficient City engineering (including environmental) services for the 2016 calendar year; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is now asked to award a contract to Excel Environmental for the City's environmental engineering services for preliminary assessment and site investigation of Blocks 9 and 10 in an amount not to exceed Nineteen Thousand Nine Hundred Nineteen Dollars (\$19,919.00) for a one year term to commence March 3, 2016 and expire March 2, 2017, in accordance with the present proposal of Excel Environmental dated 1/27/16, as well as the CY2016 general engineering (and environmental) RFP and their responsive proposal; and,

WHEREAS, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$19,919.00 is available in the following appropriation C-04-60-711-120; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the City's budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed: *George DeStefano*, George DeStefano, CFO

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for the City's environmental engineering services for preliminary assessment and site investigation of Blocks 9 and 10 in an amount not to exceed Nineteen Thousand Nine Hundred Nineteen Dollars (\$19,919.00) for a one year term to commence March 3, 2016 and expire March 2, 2017, in accordance with the present proposal of Excel Environmental dated 1/27/16, as well as the CY2016 general engineering (and environmental) RFP and their responsive proposal, as follows:

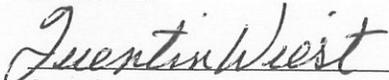
1. The above recitals are incorporated herein as though fully set forth at length.

2. The terms of the RFP and Excel Environmental's responsive proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

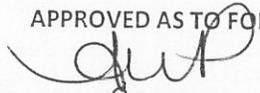
Excel Environmental  
 111 North Center Drive  
 North Brunswick, NJ 08902

Meeting Date: March 2, 2016

APPROVED:

  
 Quentin Wiest  
 Business Administrator

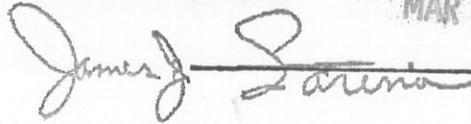
APPROVED AS TO FORM:

  
 Aysia Proko, Esq.  
 Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON:

MAR 02 2016



CITY CLERK



Account No	Description	Curr Budgeted	Amended	Transfers	Modified	Balance YTD	%Used	Trans Amount	Trans Balance	User
Ordinance No.	Orig Auth	Expended YTD	Encumber YTD	Reimbursed YTD	Cancelled	Unexpended				
Date	Transaction Data/Comment	Expended Curr		Reimbursed Curr	Pd/Chrgd YTD					

C-04-60-711-100	2011 Parks Acquisition-Ord. Z-94 \$20M									
C-04-60-711-105	Parks Acq Ord Z-94 Down Payment (CIF)									
Z-94	1,000,000.00	1,000,000.00	0.00	1,000,000.00-	0.00	0.00	0.00	0	1,000,000.00-	CHRIS
		0.00	0.00	0.00	0.00	0.00	0.00		1,000,000.00	
		0.00							0.00	

Begin Balance: 01/01/15										
09/23/15	Transfer From Acct			Reference	3715	1			1,000,000.00-	CHRIS

C-04-60-711-110	Parks Acq Ord Z-94 Land Purchase									
Z-94	18,500,000.00	16,000,000.00	0.00	1,000,000.00	17,000,000.00	17,000,000.00	17,000,000.00	0	17,000,000.00	
		0.00	0.00	0.00	0.00	0.00	17,000,000.00			
		0.00								

Begin Balance: 01/01/15										
09/23/15	Transfer To Acct			Reference	3715	2			1,000,000.00	CHRIS

Control Total										
		19,500,000.00	17,000,000.00	0.00	0.00	0.00	17,000,000.00	17,000,000.00	0	
		0.00	0.00	0.00	0.00	0.00	17,000,000.00			
		0.00								

C-04-60-711-120	Parks Acq Ord Z-94 40A:2-20 Cost									
Z-94	500,000.00	2,673,572.85	670,593.22	0.00	0.00	0.00	2,673,572.85	1,674,415.10	37	
		328,564.53					0.00	2,345,008.32		
		328,564.53					999,157.75			

Begin Balance: 01/01/15										
01/22/15	P0 14-04229	1 Paid CR200250	LSRP AN.FEE:1622 1636 PARK AVE	10858	TREASURER-STATE OF NJ (NJPDPS)	En 12/04/14	2,315.00-*	2,325,699.27	ANDREA P	
01/22/15	P0 14-04229	2 Paid CR200250	LSRP ANNL FEE:1601 1623 WILLOW	10858	TREASURER-STATE OF NJ (NJPDPS)	En 12/04/14	2,315.00-*	2,325,699.27	ANDREA P	
01/22/15	P0 14-04435	1 Paid CR200247	PONTE VALUATION THRU 11/13/14	00862	THE BUZAK LAW GROUP LLC	En 12/19/14	43.85-*	2,325,699.27	ANDREA P	
01/22/15	P0 14-04435	2 Paid CR200247	ACQUISITION PURCH/EMINENT DONA	00862	THE BUZAK LAW GROUP LLC	En 12/19/14	1,260.00-*	2,325,699.27	ANDREA P	
01/22/15	P0 15-00022	1 Paid CR200247	BLOCK 12 INVOICE THRU 12/20/14	00862	THE BUZAK LAW GROUP LLC	En 01/15/15	7,682.87-	2,318,016.40	ANDREA P	
01/22/15	P0 15-00022	2 Paid CR200247	BASF INVOICE THRU 12/19/14	00862	THE BUZAK LAW GROUP LLC	En 01/15/15	1,740.00-	2,316,276.40	ANDREA P	
01/22/15	P0 15-00022	3 Paid CR200247	BLOCK 12 INVOICE THRU 12/21/14	00862	THE BUZAK LAW GROUP LLC	En 01/15/15	85.00-	2,316,191.40	ANDREA P	
01/22/15	P0 15-00022	4 Paid CR200247	BASF INVOICE THROUGH 12/30/14	00862	THE BUZAK LAW GROUP LLC	En 01/15/15	510.00-	2,315,681.40	ANDREA P	
01/22/15	P0 15-00023	1 Paid CR200249	OPEN SPACE/BASF/PINO -NOV'14	10293	SEDTA, CAMPISANO &	En 01/15/15	447.00-	2,315,234.40	ANDREA P	
01/27/15	P0 15-00170	1 Paid CR200253	LSRP ANNUAL FEE-57/69 HARRISON	10858	TREASURER-STATE OF NJ (NJPDPS)	En 01/26/15	900.00-	2,314,334.40	GDS	
03/05/15	P0 15-00654	1 Paid CR200258	BLK 12-ACQUISITION OF PROPERTY	00862	THE BUZAK LAW GROUP LLC	En 02/24/15	930.00-	2,313,404.40	ANDREA P	

Add

Edit

Close

Delete

<<

>>

Detail

Account: C-04-60-711-120

Desc: Parks Acq Ord 2-94 402:2-20 Cont

Acct Type: Line Item Control

Chk Acct: ICAPITAL

Cap Flag:

Fund Type: Capital/Trust

Class Id:

Class Id 2:

Activity Misc G/L Accounts Adopted Budget Detail

Activity To Date:

Current Period:

Encumber: 621,572.06  
 Expended: 847,759.34  
 Trans-In: 2,500,000.00  
 Trans-Out: .00  
 Reimburse: .00  
 Cancel: .00

Budgeted: 500,000.00  
 Balance: 1,530,668.60  
 YTD Requested: 15,000.00  
 Requested Balance: 1,515,668.60

Expended: 2,400.00  
 Trans-In: .00  
 Trans-Out: .00  
 Reimburse: .00

Notes Exist





*Solving Environmental Problems  
& Creating Redevelopment Opportunities*

January 27, 2016

Mr. Stephen Marks, PP, AICP, CFM, LEED GA  
Municipal Manager  
Hoboken City Hall  
94 Washington Street  
Hoboken, NJ 07030

**RE: Technical and Cost Proposal  
Preliminary Assessment and Site Investigation  
Block 9, Lot 7 (ROW)  
Block 10, Lot 37 (ROW)  
Block 10, Lots 1-7 & 30-36 (Parking Lot)  
City of Hoboken, Hudson County, New Jersey  
Excel Proposal No. P16376**

Dear Mr. Marks:

Excel Environmental Resources, Inc. (Excel) is pleased to present this proposal to provide professional engineering services for the preparation of a Preliminary Assessment and Site Investigation (PA/SI) on the above-referenced block and lots located in Hoboken (the City), New Jersey (hereafter referred to as the subject property or Site).

One comprehensive PA/SI report will be prepared on behalf of the City and will incorporate the above-referenced lots. It is our understanding that the City intends to conduct pre-acquisition environmental due diligence including environmental investigation, if necessary, in order to identify and evaluate all Areas of Concern (AOCs).

Based on an initial aerial photograph and Sanborn Fire Insurance Map review, the right of way (Paper Street) parcels have always been used as such, however, the parking lot parcel had once contained a building structure and rail lines traversing west to east across the parcel. Initial concerns include potential heating oil USTs, former/historic operations and possibly buried demolition debris. Additionally, all of the lots coincide and overlie Historic Fill as identified on the NJDEP-mapped Historic Fill of the Jersey City Quadrangle (2004). The properties are not listed on NJDEP's DataMiner website or Known Contaminated Sites List.

The objective of the PA is to identify potential environmental AOCs associated with the current and/or past uses at the subject property. The PA will be conducted to meet or exceed the minimum requirements for a PA as specified in N.J.A.C. 7:26E, the Technical Requirements for Site Remediation (hereafter referred to as the Technical Rules). The PA will satisfy the



minimum due diligence requirements of the innocent purchaser defense as defined by N.J.S.A. 58:10-23.11g.

## SCOPE OF SERVICES

The following summarizes the proposed scope of work for implementation of the PA and SI.

### Phase I: Preliminary Assessment

#### Task 1.0: Historic Document Review

In accordance with the Technical Rules for a due diligent inquiry, Excel will complete the following:

- a. A review of any existing drawings, site plans, environmental information and/or other site records provided to Excel by you and/or the current property owners. Specifically, it is our understanding that the following will be provided to Excel:
  - i. Available current and/or historic drawings and/or site plans as necessary for Excel to develop a site map if available;
  - ii. Any existing environmental reports if available; and
  - iii. A complete summary of property ownership and tenant history (including name of owner, years of operation at the property, and description of operations as applicable), if available.
- b. Obtain and review the findings of a Title and Deed search, including Chain of Title information. Note that in accordance with Technical Rules requirements, ownership history must date from when the land was naturally vegetated or farmland and tenant history must be provided back to at least 1983.
- c. Excel will acquire and review the results of a Federal and State environmental database search for the subject property and surrounding properties including, but not limited to: NPL, CERCLIS, LUST, UST, RCRA TSD, RCRA-SQG, RCRA-LQG, ERNS, SHWS, SWF/LF, FINDS, TSCA, NJ MAJOR, NJ SPILLS, and NJ RELEASE. This review is intended to further identify recognized environmental conditions and/or potential AOCs and to obtain information regarding any reported spills or documented violations at or in the vicinity of the subject property.
- d. Available Sanborn<sup>TM</sup> Fire Insurance Maps and historic aerial photographs of the property will be reviewed to confirm historic property use and to identify potential AOCs and/or further evaluate recognized environmental conditions.
- e. County and Municipal officials (including Health Department, Building Department, and Fire Department) will be contacted for identification of any records of discharges or



environmental incidents associated with the subject property or the properties within the immediate vicinity of the subject property.

- f. An Open Public Records Act (OPRA) request will be submitted to the New Jersey Department of Environmental Protection (NJDEP) to identify any environmental records associated with the subject property. If files are located by the NJDEP, a file review may be warranted. Note that, in accordance with New Jersey's OPRA a response from the NJDEP should be received within seven days of the request. If a response is not received from the NJDEP prior to finalization of the PA Report, Excel will forward any pertinent information as an addendum to the report.

Task 2.0: Site Inspection and Interviews

In accordance with the Technical Rules, Excel will conduct a site inspection of the subject property to identify and further evaluate any potential AOCs related to current or past site uses or operations. Information obtained from the review of any previous environmental reports, the environmental database search, and the regulatory records will be used to focus and guide the site inspection. The site inspection will be focused on verification of potential AOCs identified through historic records review as well as identification of any additional issues and/or AOCs to determine if any further investigation is warranted as part of a Site Investigation (SI).

Note that access to all portions of the subject property is required at the time of the site inspection. The level of effort for the PA assumes that access to all areas of the subject property will be obtained on the day of the site inspection and that a follow up site visit will not be required. Note also that a knowledgeable representative of the property owners who has in-depth knowledge of the subject property should be available to answer questions at the time of the site inspection.

Task 3.0: Data Interpretation, Report Preparation, and Technical Consulting

Excel will summarize the results of the environmental database searches and the findings of the historic document review, including aerial photograph and Sanborn<sup>TM</sup> Fire Insurance Map review and interpretation, and outline the findings of the site inspection for inclusion in a PA Report that will meet Technical Rule requirements for the subject property. In addition to a discussion of potential AOCs as defined by the Technical Rules, the PA Report will contain an evaluation of the potential for radon to be a current and/or future issue of environmental concern on the subject property based on the findings of the PA. The report will also include recommendations for any additional evaluation and/or investigation that may be warranted based on the results of the PA, if any.



## Phase II: Site Investigation

As previously stated, based on Excel's limited research, initial concerns include potential heating oil USTs, former/historic operations, former rail lines, possibly buried demolition debris and site-wide Historic Fill. The following SI scope of services is strictly based on Excel's limited research. If, based on the findings of the PA, other AOCs are found that require additional site investigation beyond this scope of services, Excel will immediately present an extension of services which will outline the additional items to be investigated and the associated cost.

### Task 1.0: Geophysical Survey

In order to identify potential buried UST's, drums and/or other objects of potential environmental concern (which are possibly present based on the historic and current site operations), a ground penetrating radar (GPR) survey, or other equivalent geophysical survey method, will be conducted in areas of potential concern. *As noted on recent aerial photography, cars are parked across a majority of the Site. In order to obtain adequate data across the Site, the cars must be temporarily moved during the survey.* One day onsite is expected for this activity.

### Task 2.0: Soil Quality Investigation

Based on preliminary information regarding the Site and Excel's professional knowledge and experience on sites with a similar operational history, the following outlines potential AOCs that may require investigation at the Site. In order to verify soil quality, the estimated SI scope of work includes the performance of up to 8 soil borings advance using a Geoprobe direct push drilling rig at the site and the collection of soil samples for laboratory analysis. It is assumed that no groundwater investigation will be warranted. Two days onsite are expected for this activity.

- **Suspected UST Locations** - There is a potential for the existence of underground storage tanks (USTs) at the Site. The proposed SI work scope therefore includes soil borings for field screening and laboratory analysis for one suspected UST. Assuming one UST that contained heating oil, the samples collected around the estimated invert depth of the UST (total of 4 samples) will be analyzed for Extractable Petroleum Hydrocarbons (EPH) with 2-Methyl Naphthalene and Naphthalene contingency analysis, if necessary per NJDEP guidance.
- **Former Rail Lines** - Sampling is required to characterize soils associated with rail lines that have been taken out of service. Per NJDEP guidance, samples must be collected for the entire length of the rail at a frequency of one sample per 100 feet of rail line (minimum of one sample) for PAHs (polycyclic aromatic hydrocarbons), PCBs, and



target analyte list (TAL) metals analysis. If possible, samples should target areas of stressed vegetation, low elevations and/or visually impacted areas. Based on a linear rail line length of 360 feet, 4 surficial samples are required to address this AOC.

- **Site-Wide Historic Fill** – Based on NJDEP research, Historic Fill and/or Fill Materials may underlie the property. The proposed SI work scope for Historic Fill requires the collection and analysis of 4 samples, however, this task will be conducted in conjunction with sampling at the other identified AOCs. Additional analysis for Historic Fill parameters will be conducted on the soil samples collected to address the rail lines and suspected UST location. Four soil samples will be collected for Target Compound List (TCL) Polycyclic Aromatic Hydrocarbons (PAHs), Target Analyte List (TAL) Metals, and 25% of all samples collected for full TCL/TAL analysis and EPH per the Historic Fill Guidance Document (4/29/13).

Task 3.0: Site Investigation Report

Upon completion of the SI Activities, the SI findings will be incorporated into a comprehensive PA/SI report to be prepared in accordance with the Technical Rules (N.J.A.C. 7:26E-3.13). The report will have two primary sections, PA and SI, and will also include a narrative summary, conclusions and recommendations, a list and discussion of each AOC, tables, figures and appendices as required by NJDEP Technical Rules and Guidance.

**FEES FOR SERVICE**

Professional services to perform the above-described scope of work is summarized below:

<b>1.0 Comprehensive Preliminary Assessment</b>	<b>\$5,360</b>
<b>2.0 Site Investigation</b>	<b>\$14,559</b>

The total estimated Not-to-Exceed cost to complete the scope of work is **\$19,919**.

**TERMS AND CONDITIONS**

Note that should less time and/or effort be required to complete the work scope, Excel will only bill for the actual hours expended and costs incurred. We will not exceed this cost estimate without advance written authorization in the form of a signed Extension of Services or other acceptable documentation. This proposal is valid for a period of 60 days from the date of the proposal.



The work outlined in this proposal will be conducted in accordance with the terms set forth in the Agreement executed by Excel and the City.

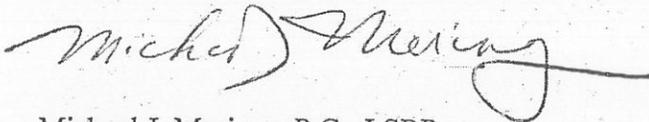
**SCHEDULE/TIMELINE**

We are prepared to proceed with the work immediately upon receipt of authorization to proceed. Upon authorization, Excel can deliver the Preliminary Assessment/Site Investigation Report within approximately 6-8 weeks upon authorization. Please note that the SI scope of work herein is based on Excel's preliminary research on the Site, however, will ultimately be dictated by the findings of the PA, therefore the timeframe is reflected as a range.

Thank you for the opportunity to assist with this project. Please feel free to contact me or Ron Harwood at (732) 545-9525 if you have any questions regarding this proposal or if you need any additional information.

Sincerely,

**EXCEL ENVIRONMENTAL RESOURCES, INC.**



Michael J. Meriney, P.G., LSRP  
Vice President/Investigation Services



INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

*MD*  
*MD*

11

**CITY OF HOBOKEN**  
**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AWARDING A SERVICE CONTRACT TO J. FLETCHER CREAMER FOR TEST PIT EXCAVATION ON WASHINGTON STREET FOR WASHINGTON STREET REDESIGN IN AN AMOUNT NOT TO EXCEED THIRTY NINE THOUSAND EIGHT HUNDRED DOLLARS (\$39,800.00) WITH A PROJECT BASED TERM TO EXPIRE UPON COMPLETION BUT IN NO EVENT FOR MORE THAN A ONE YEAR TERM TO COMMENCE MARCH 3, 2016 AND EXPIRE MARCH 2, 2017**

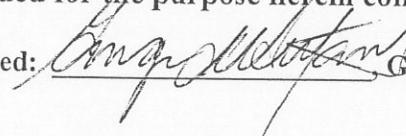
**WHEREAS**, the City of Hoboken requested quotes for test pit excavation services from three different potential vendors; and,

**WHEREAS**, the Administration, with the assistance of the City's project engineer, T&M Associates, evaluated the quotes provided, and the Administration thereafter determined that J. Fletcher Creamer offered the best quote for said services; and,

**WHEREAS**, in accordance with the direction of the Administration, the City Council is now asked to award a contract to J. Fletcher Creamer for the City's test pit excavation on Washington Street for the Washington Street Redesign in an amount not to exceed Thirty Nine Thousand Eight Hundred Dollars (\$39,800.00) with a project based term to expire upon completion of the project, but in no event for more than a one year term to commence March 3, 2016 and expire March 2, 2017, in accordance with the present proposal of J. Fletcher Cramer; and,

**WHEREAS**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$39,800.00 is available in the following appropriation C-04-60-715-122; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the City's budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed:  George DeStefano, CFO

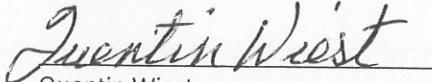
**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that the City hereby awards a contract to J. Fletcher Creamer for the City's test pit excavation on Washington Street for the Washington Street Redesign in an amount not to exceed Thirty Nine Thousand Eight Hundred Dollars (\$39,800.00) with a project based term to expire upon completion of the project, but in no event for more than a one year term to commence March 3, 2016 and expire March 2, 2017, in accordance with the present proposal of J. Fletcher Cramer, as follows:

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

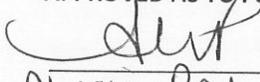
2. The terms of the J. Fletcher Cramer quote shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services to the vendor: J. Fletcher Cramer.

Meeting Date: March 2, 2016

APPROVED:

  
 Quentin Wiest  
 Business Administrator

APPROVED AS TO FORM:

  
 Alysia Proho, Esq.  
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON:

MAR 02 2016

  
 CITY CLERK

**Budget Account Maintenance**

Account:  Desc:

Acct Type:  Chk Acct:  Cap Flag:

Fund Type:  Class Id:  Class Id 2:

**Misc G/L Accounts Adopted Budget Detail**

Activity To Date:		Current Period:	
Encumber:	195,219.46	Budgeted:	500,884.00
Expended:	105,977.54	Balance:	199,687.00
Trans-In:	.00	YTD Requested:	8,750.00
Trans-Out:	.00	Requested Balance:	190,937.00
Reimburse:	.00	Expended:	15,373.58
Cancel:	.00	Trans-In:	.00
		Trans-Out:	.00
		Reimburse:	.00

Control Balance: 9,117,068.00 Control Requested Balance: 9,099,568.00

2/17/2016	8	Excel Enviromental			8,750.00	C-04-60-715-122	Historic Aspects of Washington Street Design		
2/3/2016	14	Absolute Fire Protection			10,379.00	C-04-60-715-212	1 Fire Apparatus (E One Cyclone II)		
					19,129.00				
Balance as of 12/31/2015					199,687.00				
Remaining Balance					180,558.00				
Cert for meeting 03/03/2016					39,800.00				
Still remaining					140,758.00				

Account No Ordinance No.	Description Orig Auth	Curr Budgeted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
C-04-60-715-114	Z360 Roadway and Traffic Signalization	34,834.00	0.00	0.00	34,834.00	34,834.00 0			
	34,834.00	0.00	0.00	0.00	0.00	34,834.00			
	0.00	0.00	0.00	0.00	0.00	0.00			
	0.00	0.00	0.00	0.00	0.00	0.00			
	set up ordinance						34,834.00	34,834.00	CHRIS
	Begin Balance: 01/01/15							0.00	
	07/28/15 Add Acct							34,834.00	CHRIS
C-04-60-715-116	Z360 Roadway/Traffic Signalization Grant	457,030.00	0.00	0.00	457,030.00	457,030.00 0			
	457,030.00	0.00	0.00	0.00	0.00	457,030.00			
	0.00	0.00	0.00	0.00	0.00	0.00			
	0.00	0.00	0.00	0.00	0.00	0.00			
	set up ordinance						457,030.00	457,030.00	CHRIS
	Begin Balance: 01/01/15							0.00	
	07/28/15 Add Acct							457,030.00	CHRIS
C-04-60-715-120	Z360 Wash St Water Mains Soft Cost	1,074,400.00	0.00	0.00	1,074,400.00	739,851.00 31			
	1,074,400.00	172,298.35	162,250.65	0.00	0.00	902,101.65			
	172,298.35	0.00	0.00	0.00	334,549.00				
	0.00	0.00	0.00	0.00	0.00				
	set up ordinance						1,074,400.00	1,074,400.00	CHRIS
	Begin Balance: 01/01/15							0.00	
	07/28/15 Add Acct							1,074,400.00	CHRIS
	08/03/15 Encumbrance			Reference 3030 1		326,342.00-		748,058.00	GDS
	08/03/15 Encumbrance			Reference 3641 1		8,240.00-		739,818.00	GDS
	08/10/15 Encumbrance			Reverse 08/05 CFO Cert Enc Res #8 5		326,342.00		1,066,160.00	CHRIS
	08/10/15 Encumbrance			Reverse 08/05 CFO Cert Enc Res #31 26		8,240.00		1,074,400.00	CHRIS
	08/11/15 PO 15-02884 1 Open			WASHINGTON STREET RESURFACING 10590 T & M ASSOCIATES		131,457.61-		942,942.39	JMW
	08/11/15 PO 15-02884 11 Open			WASHINGTON STREET REDESIGN 10590 T & M ASSOCIATES		22,553.04-		920,389.35	JMW
	08/13/15 PO 15-02906 1 Open			LSRP WASHINGTON STREET PROJECT 10328 EXCEL ENVIRONMENTAL RESOURCES		8,240.00-		912,149.35	AMANDA S
	11/17/15 PO 15-02884 6 Paid			WASHINGTON STREET REDESIGN 10590 T & M ASSOCIATES		En 08/11/15 BS		817,945.58	GDS
	12/31/15 PO 15-02884 8 Paid			WASHINGTON STREET RESURFACING 10590 T & M ASSOCIATES		En 08/11/15 BS		739,851.00	ANDREA P
C-04-60-715-122	Z360 Drainage & Infrastructure Soft Cost	500,884.00	0.00	0.00	500,884.00	199,687.00 60			
	500,884.00	70,003.25	231,193.75	0.00	0.00	430,880.75			
	70,003.25	0.00	0.00	0.00	301,197.00				
	0.00	0.00	0.00	0.00	0.00				
	Set up ordinance						500,884.00	500,884.00	CHRIS
	Begin Balance: 01/01/15							0.00	
	07/28/15 Add Acct							500,884.00	CHRIS



Budget Account Status/Transaction Audit Trail/Capital/Trust Budget Account Status/Transaction Audit Trail

Account No Ordinance No.	Description Orig Auth	Curr Budgeted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr Vendor/Reference	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
<b>C-04-60-715-122 Z360 Drainage &amp; Infrastructure Soft Cost continued</b>									
08/03/15	Encumbrance			Reference	3630	2	292,957.00-	207,927.00	GDS
08/03/15	Encumbrance			Reference	3641	2	8,240.00-	199,687.00	GDS
08/10/15	Encumbrance			Reverse 08/05 CFO Cert Enc Res #8	3651	6	292,957.00	492,644.00	CHRIS
08/10/15	Encumbrance			Reverse 08/05 CFO Cert Enc Res #31	3651	27	8,240.00	500,884.00	CHRIS
08/11/15	PO 15-02884			WASHINGTON STREET RESURFACING	10590		207,580.17-	293,303.83	JMW
08/11/15	PO 15-02884			WASHINGTON STREET REDESIGN	10590		15,373.58-	277,930.25	JMW
08/13/15	PO 15-02906			LSPR WASHINGTON STREET PROJECT	10328		8,240.00-	269,690.25	AMANDA S
11/17/15	PO 15-02884			WASHINGTON STREET REDESIGN	10590		23,621.00-	246,069.25	GDS
12/31/15	PO 15-02884			DRAINAGE IMPROVEMENTS	10590		46,382.25-	199,687.00	ANDREA P
<b>C-04-60-715-124 Z360 Signalization Soft Cost</b>									
		199,716.00					16,324.00	92	
		13,766.50	169,625.50				0.00	185,949.50	
		13,766.50					0.00	183,392.00	
Begin Balance: 01/01/15									
07/28/15	Add Acct			New: 0.00			0.00	0.00	CHRIS
07/28/15	Change To Acct			Old: 0.00			199,716.00	199,716.00	CHRIS
08/03/15	Encumbrance			CFO CERT FOR MEETING 08/05/2015	3630	4	183,392.00-	16,324.00	GDS
08/10/15	Encumbrance			Reverse 08/05 CFO Cert Enc Res #8	3651	8	183,392.00	199,716.00	CHRIS
08/11/15	PO 15-02884			WASHINGTON STREET RESURFACING	10590		164,050.60-	35,665.40	JMW
08/11/15	PO 15-02884			WASHINGTON STREET REDESIGN	10590		5,574.90-	30,090.50	JMW
12/31/15	PO 15-02884			TRAFFIC SIGNALS & LIGHTING	10590		13,766.50-	16,324.00	ANDREA P
<b>C-04-60-715-128 Z360 Financing Soft Cost</b>									
		200,000.00					200,000.00	0	
		0.00					0.00	200,000.00	
		0.00					0.00	0.00	
Begin Balance: 01/01/15									
07/28/15	Add Acct			New: 200000.00			200,000.00	0.00	CHRIS
Set up Ordinance									
<b>Control Total</b>									
		9,957,030.00	9,957,030.00				9,957,030.00	9,117,068.00	8
		265,294.10	574,667.90				0.00	9,691,735.90	
		265,294.10					0.00	839,962.00	



YOUR GOALS. OUR MISSION.

HOBK-00090

February 11, 2016

Stephen Marks, PP, AICP, CFM, LEED GA  
Municipal Manager  
City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030

**RE: Washington Street Redesign  
Test Pit Quote Request**

Dear Mr. Marks:

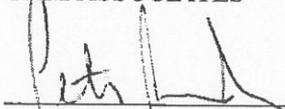
As part of the Washington Street Redesign project, price quotes were requested from three (3) contractors to perform test pit excavations on Washington Street to identify the existing utilities and subsurface features within the roadway. The work included eight (8) test pits and allowances for the disposal of contaminated soil and police traffic directors. Attached please find a summary of the quotes received on January 14, 2016 from the three (3) contractors. The lowest total quote amount was submitted by J. Fletcher Creamer at \$39,800.

Additionally, a price quote was requested of three (3) additional contractors on January 27, 2016. Quotes were requested from AM Construction, B&M Contracting and A1 Excavating. One response was received from AM Contracting on January 30, 2016 but was not provided in the correct format.

If funds are available, it is recommended that J. Fletcher Creamer be contracted to perform the work subject to the review and approval of the City Attorney and Purchasing Agent. If funds are limited, the City should consider soliciting additional quotes or reducing the scope of the work to match the funding available.

Should you have any questions regarding the work, please contact me at 973-859-5319.

Very truly yours,  
T&M ASSOCIATES

  
\_\_\_\_\_  
PETER BONDAR, P.E.  
PROJECT MANAGER

PB

Attachment

Cc: Quentin Wiest

CITY OF HOBOKEN  
 WASHINGTON STREET REDESIGN  
 TEST PIT QUOTES

Item	Description	Unit	Quantity	J. FLETCHER CREAMER & SON, INC.		MONTANA CONSTRUCTION CORP, INC.		DEWCON, INC.	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	TEST PITS, UNCLASSIFIED, 0-5 CY	UNIT	7	\$3,400.00	\$23,800.00	\$5,750.00	\$40,250.00	\$6,500.00	\$45,500.00
2	TEST PITS, UNCLASSIFIED, 5-10 CY	UNIT	1	\$4,000.00	\$4,000.00	\$5,750.00	\$5,750.00	\$9,000.00	\$9,000.00
3	TESTING, HAULING, DISPOSAL OF CONTAMINATED MATERIAL	ALLOW	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
4	POLICE TRAFFIC DIRECTORS	ALLOW	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00
			<b>TOTAL QUOTE:</b>		\$39,800.00		\$58,000.00		\$66,500.00



# J. FLETCHER CREAMER & SON, INC.

Please provide unit prices for the following which shall include all work listed above and incidental to the performance of test pit excavation and in accordance with the latest edition of the NJDOT Standard Specifications for Road and Bridge Construction.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
1. Test Pits, unclassified, 0-5 CY	7 UN	\$ 3400. ✓	\$ 23 800. ✓
2. Test Pits, unclassified, 5-10 CY	1 UN	\$ 4,000 ✓	\$ 4000. ✓
3. Testing, Hauling, Disposal of Contaminated Material	ALLOW	\$ 10,000	\$ 10,000
4. Police Traffic Directors	ALLOW	\$ 2,000	\$ 2,000
Total =			\$ 39 800. ✓

For the allowance for Testing, Hauling, Disposal of Contaminated Material, the contractor shall be compensated the actual cost with a 15% markup to test, haul and dispose of any contaminated material encountered during the work.

Please provide the following information with your proposal:

1. Insurance Certificate
2. Date you can commence work
3. Time needed to complete work

\* WE HAVE ASSUMED THAT ANY STREET OPENING PERMIT FEES WILL BE WAIVED OR REIMBURSED BY THE OWNER

Should you have any questions regarding the work, please contact me at 973-859-5319.

Very truly yours,  
T&M ASSOCIATES

PETER BONDAR, P.E.  
PROJECT MANAGER

PB

- Cc: Stephen Marks  
 Quentin Wiest  
 John Morgan  
 Al Dineris  
 Jacki Flor

  
L. HOLLERBACH

J. FLETCHER CREAMER & SON, INC.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/13/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 Attn: Morristown.CertRequests@marsh.com Fax: 212-948-0979	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No. Ext):</b>	<b>FAX (A/C No.):</b>
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Arch Insurance Company		11150
<b>INSURER B:</b> XL Specialty Insurance Company		37885
<b>INSURER C:</b> Arch Indemnity Insurance Company		30830
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> NYC-008406301-01	<b>REVISION NUMBER:</b> 3
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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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			11PKG8905408	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			11PKG8905408	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			US00071742LI15A	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	11WCI8905308 (AOS) 14WCI8922808 (NY)	06/30/2015 06/30/2015	06/30/2016 06/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Evidence of Insurance for Test Pilts, Washington Street, Hoboken, NJ

<b>CERTIFICATE HOLDER</b> T and M Associates 1455 Broad Street Suite 250 Bloomfield, NJ 07003	<b>CANCELLATION</b> 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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**YOUR GOALS - OUR MISSION.**

January 5, 2016  
Revised January 13, 2016

Robert D. Hopken  
Montana Construction Corp., Inc.  
80 Contant Avenue  
Lodi, NJ 07644

**RE: Washington Street Redesign  
Test Pit Quote Request**

Dear Mr. Hopken:

Enclosed please find sheets 4 through 15 identifying locations for test pits to locate existing utilities at the approximate locations along Washington Street. Additionally, the test pits will attempt to identify the existing subsurface features which may include abandoned trolley tracks, cobblestone pavement and concrete pavement. Additional locations may be included as well, if needed, and we anticipate approximately 8 test pit locations and 2 days of work as part of this project.

Please review the enclosed documents and contact this office if you have any questions and to advise if you intend on providing a proposal. The proposal is due by Thursday, January 14, 2016 at 10:00 am. Proposals can be emailed to Stephen Marks, Municipal Manager, City of Hoboken at [smarks@hobokennj.org](mailto:smarks@hobokennj.org).

We are soliciting proposals from a few local firms, and would appreciate a response.

The work will consist of the following:

1. Contractor shall be responsible to call the NJ One Call Service (1-800-272-1000) for utility mark outs.
2. Contractor shall apply for a Street Opening Permit and shall be subject to all requirements of the Permit.
3. Contractor to provide signage for traffic control and pedestrian safety.
4. Contractor shall coordinate off duty police officers with the City. This cost shall be paid by the Contractor.
5. Contractor shall obtain any required "no parking" signage from the City.
6. Pavement to be saw cut.
7. As directed by the Engineer, expose utilities and/or subsurface features to get an elevation of the top and bottom of the pipes and/or identify subsurface features. Test pits shall be of varying width, length and depth as directed by the engineer.
8. Contractor to use survey equipment to find elevations of existing utilities.
9. All trenches shall be backfilled with clean fill, compacting at 1 foot lifts. 6" thick, Mix I-2 base course and 2" thick, Mix I-5 surface course to be installed. Also, cobblestones, if present, shall be restored to the same condition prior to excavation.
10. Contractor to notify Engineer 48 hours in advance of digging test pits.



Please provide unit prices for the following which shall include all work listed above and incidental to the performance of test pit excavation and in accordance with the latest edition of the NJDOT Standard Specifications for Road and Bridge Construction.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
1. Test Pits, unclassified, 0-5 CY	7 UN	\$5,750. =	\$40,250.
2. Test Pits, unclassified, 5-10 CY	1 UN	\$5,750. =	\$ 5,750.
3. Testing, Hauling, Disposal of Contaminated Material	ALLOW	\$10,000 =	\$ 10,000
4. Police Traffic Directors	ALLOW	\$2,000 =	\$ 2,000
		Total =	\$58,000.

For the allowance for Testing, Hauling, Disposal of Contaminated Material, the contractor shall be compensated the actual cost with a 15% markup to test, haul and dispose of any contaminated material encountered during the work.

Please provide the following information with your proposal:

1. Insurance Certificate - Evidence of coverage attached.
2. Date you can commence work - Subject to weather conditions, 5-10 days from award or N.T.F
3. Time needed to complete work - 10 days after start of work

Should you have any questions regarding the work, please contact me at 973-859-5319.

Very truly yours,  
T&M ASSOCIATES

PETER BONDAR, P.E.  
PROJECT MANAGER

PB

Cc: Stephen Marks  
Quentin Wiest  
John Morgan  
Al Dineros  
Jacki Flor

Lisa S. Ballisini, President  
Montara Construction Corp. Inc.

Certificate Number  
61752

Registration Date: 05/06/2014  
Expiration Date: 05/05/2016



State of New Jersey  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance  
Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et-seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):  
Lisa Santaite-Ballerini, President  
Vincent Santaite, Vice-President

Responsible Representative(s):

Montana Construction Corp. Inc.

*Harold J. Wirths*

Harold J. Wirths, Commissioner  
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

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

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N J 08646-0252

TAXPAYER NAME:  
MONTANA CONSTRUCTION CORP., INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:  
223-235-664/000

SEQUENCE NUMBER:  
0610107

ADDRESS:  
80 CONTANT AVENUE  
LODI NJ 07644

ISSUANCE DATE:  
03/04/04

EFFECTIVE DATE:  
05/03/93

FORM-BRC(08-01)

*J.P. & Tully*  
Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/12/2015

PRODUCER (973)890-0900 FAX: (973)812-9860  
 C&H AGENCY  
 783 Riverview Drive  
 P.O. Box 324  
 Totowa NJ 07511

INSURED  
 Montana Construction Corp., Inc.  
 80 Contant Ave.  
 Lodi, NJ 07644

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Starr Indemnity & Liability	
INSURER B: Merchants Mutual Insurance	
INSURER C: Travelers Property Casualty	
INSURER D:	
INSURER E:	

### COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1000025404151	6/15/2015	6/15/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	SISIPCA08298115	6/15/2015	6/15/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY PROPERTY DAMAGE (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
B		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CUP 0000291	6/15/2015	6/15/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C		<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	ZUP-21N47996-15-NF	6/15/2015	6/15/2016	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	100 0001408	6/15/2015	6/15/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 RE: Evidence of Coverage for Bid.

CERTIFICATE HOLDER	CANCELLATION
SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Daniel Culnen/JENN



YOUR GOALS. OUR MISSION!

HOBK-00090

January 5, 2016  
Revised January 13, 2016

Ryan C. Dewey  
Dewcon, Inc.  
P.O. Box 439  
Basking Ridge, NJ 07920

**RE: Washington Street Redesign  
Test Pit Quote Request**

Dear Mr. Dewey:

Enclosed please find sheets 4 through 15 identifying locations for test pits to locate existing utilities at the approximate locations along Washington Street. Additionally, the test pits will attempt to identify the existing subsurface features which may include abandoned trolley tracks, cobblestone pavement and concrete pavement. Additional locations may be included as well, if needed, and we anticipate approximately 8 test pit locations and 2 days of work as part of this project.

Please review the enclosed documents and contact this office if you have any questions and to advise if you intend on providing a proposal. The proposal is due by Thursday, January 14, 2016 at 10:00 am. Proposals can be emailed to Stephen Marks, Municipal Manager, City of Hoboken at [smarks@hobokennj.org](mailto:smarks@hobokennj.org).

We are soliciting proposals from a few local firms, and would appreciate a response.

The work will consist of the following:

1. Contractor shall be responsible to call the NJ One Call Service (1-800-272-1000) for utility mark outs.
2. Contractor shall apply for a Street Opening Permit and shall be subject to all requirements of the Permit.
3. Contractor to provide signage for traffic control and pedestrian safety.
4. Contractor shall coordinate off duty police officers with the City. This cost shall be paid by the Contractor.
5. Contractor shall obtain any required "no parking" signage from the City.
6. Pavement to be saw cut.
7. As directed by the Engineer, expose utilities and/or subsurface features to get an elevation of the top and bottom of the pipes and/or identify subsurface features. Test pits shall be of varying width, length and depth as directed by the engineer.
8. Contractor to use survey equipment to find elevations of existing utilities.
9. All trenches shall be backfilled with clean fill, compacting at 1 foot lifts. 6" thick, Mix I-2 base course and 2" thick, Mix I-5 surface course to be installed. Also, cobblestones, if present, shall be restored to the same condition prior to excavation.
10. Contractor to notify Engineer 48 hours in advance of digging test pits.



Please provide unit prices for the following which shall include all work listed above and incidental to the performance of test pit excavation and in accordance with the latest edition of the NJDOT Standard Specifications for Road and Bridge Construction.

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
1. Test Pits, unclassified, 0-5 CY	7 UN	\$ <u>6,500</u>	\$ <u>45,500.00</u>
2. Test Pits, unclassified, 5-10 CY	1 UN	\$ <u>9,000</u>	\$ <u>9,000.00</u>
3. Testing, Hauling, Disposal of Contaminated Material	ALLOW	\$ <u>10,000</u>	\$ <u>10,000</u>
4. Police Traffic Directors	ALLOW	\$ <u>2,000</u>	\$ <u>2,000</u>
		Total =	\$ <u>66,500.00</u>

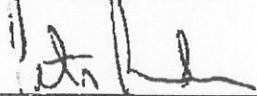
For the allowance for Testing, Hauling, Disposal of Contaminated Material, the contractor shall be compensated the actual cost with a 15% markup to test, haul and dispose of any contaminated material encountered during the work.

Please provide the following information with your proposal:

1. Insurance Certificate - *see attached*
2. Date you can commence work - *immediately (as soon as dig site clears and permit rec.)*
3. Time needed to complete work - *5-8 business days (m-f)*

Should you have any questions regarding the work, please contact me at 973-859-5319.

Very truly yours,  
T&M ASSOCIATES

  
\_\_\_\_\_  
PETER BONDAR, P.E.  
PROJECT MANAGER

PB

Cc: Stephen Marks  
Quentin Wiest  
John Morgan  
Al Dineris  
Jacki Flor

H:\IOBK\00090\Correspondence\Hopken\_PB\_Test Pits Revised.docx

  
\_\_\_\_\_  
Ryan Dewey, Vice Pres.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/27/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>C&amp;H AGENCY</b> 783 Riverview Drive P.O. Box 324 Totowa NJ 07511	<b>CONTACT NAME:</b> Taras Terlecky <b>PHONE (A/C, No, Ext):</b> (973) 890-0900 <b>E-MAIL ADDRESS:</b> tterlecky@chagency.com <b>PRODUCER CUSTOMER ID #:</b> 00001142	<b>FAX (A/C, No):</b> (973) 812-9860
<b>INSURED</b>  <b>Dewcon, Inc.</b> P.O. Box 439 Basking Ridge NJ 07920	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Indemnity Company	<b>NAIC #:</b> 25658
	<b>INSURER B:</b> Navigators Insurance Co.	<b>NAIC #:</b> 42307
	<b>INSURER C:</b> Travelers Prop. Casualty Co Amer	<b>NAIC #:</b> 25674
	<b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> 15-16 GL, A, U, WC	<b>REVISION NUMBER:</b>
------------------	---	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Completed Ops GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		DT-CO-8F272556-IND-15	5/28/2015	5/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT-810-8F272556-IND-15	5/28/2015	5/28/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ Broadened Definition PIP \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$		HO15EXC481120IV	5/28/2015	5/28/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER-EXECUTIVE OFFICER-MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A	DTJ-UB-8F27255-6-15	5/28/2015	5/28/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E1 EACH ACCIDENT \$ 1,000,000 E1 DISEASE - EA EMPLOYEE \$ 1,000,000 E1 DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
 Sample

**CERTIFICATE HOLDER****CANCELLATION**

Sample	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 Culnen/LORI
--------	---

# **AM CONSTRUCTION** NEW INC.

PO BOX 6183 HOBOKEN NJ 07030  
201-697-7719 FAX 201-257-844

**Water & Sewer Main Division**  
WWW.HOBOKENWATERANDSEWERSERVICE.COM  
ESTIMATE

January 30 2016  
T and M  
Peter Bondar

**Re: Washington Street Test Quote Request**

Dear Mr. Bondar.

AM Construction New., Inc. is please to submit the following bid for trench work of 8 test pits to determine elevations of underground utilities. The phone conversation we had the other day I had explained that certain utility lines may be below 6-8' which would require shoring. I also reviewed the test pit locations, test pit 3, 4, 6 and 8 will require 2 police officer for center lane shut down and # 8 is a high traffic location, your allowances for \$2000 for police does not cover those expenses. I have broken down the excavation as a per cubic yard rate. I have included police into that rate based on 8 hours. All of the work will require hand trenching due to the number of utility in test pit locations. I estimate 1 day per test pit with a 5 man crew. We can start within the 1 -2 weeks or so, we will need 4 business day to have NJONE locate utilities as per NJ State Law. I recommend a site meeting that you and I can mark the location in white. Please call me for any additional information you may need.

- \$725 per cubic with 1 police officer ( minimum charge 5 cubic yards) \$3625.00
- \$925 per cubic yard 2 police officer, additional safety equipment and labor ( minimum charge 5 yards) \$4625.00
- Shoring will be a flat additional rate of \$1500.00
- Any overtime due to unforeseen condition will be time and material rate
- No Parking signage fee should be waived by The City of Hoboken

**Thank You**

**Anthony Morin**

AT A MEETING HELD ON: MAR. 02 2016

*James J. Sarcina*  
CITY CLERK

Sponsored by: *[Signature]*

Seconded by: *Rubén Ramos*

CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_

**RESOLUTION TO APPROVE A LICENSE AGREEMENT BETWEEN THE CITY OF HOBOKEN AND MONROE 113 REALTY LLC, OWNER OF BLOCK 28 LOTS 7-11 (a/k/a 113-121 Monroe Street), FOR USE AND MAINTENANCE OF A PORTION OF THE PUBLIC RIGHT OF WAY ADJACENT TO SAID PROPERTY**

**WHEREAS**, the City of Hoboken requires property owners to maintain the public right-of-way adjacent to their property, including but not limited to sidewalks, stairs, stoops, fences, areaways, trees and other landscaping; and

**WHEREAS**, the City of Hoboken encourages property owners to landscape and otherwise improve said right-of-way to enhance the urban landscape; and

**WHEREAS**, the City of Hoboken and the City Council, by resolution, provides for the issuance of license agreements for the aforementioned purpose; and

**WHEREAS**, the applicant desires to receive and the City of Hoboken agrees to grant to Monroe 113 Realty LLC, owner of Block 28 Lots 7-11, more commonly known as 113-121 Monroe Street, Hoboken, represented by Gary Mezzatesta, such a license.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken, as follows:

- 1) Approval of the attached License Agreement between the City of Hoboken and Monroe 113 Realty LLC, owner of Block 28 Lots 7-11, more commonly known as 113-121 Monroe Street, shall be subject and limited to the details and specifications included in the attached Application, All County Surveying location survey, and Minervini Vandermark Architecture drawing sheets F-1, F-2 and F-3 dated 01/13/2016;
- 2) The Mayor or her agent is hereby authorized to enter into the attached agreement; and
- 3) This resolution shall become effective immediately up adoption.

Meeting Date: March 2, 2016

Approved:  
*Quentin Wiest*  
Quentin Wiest  
Business Administrator

Approved as to Form:  
*Alycia Proko*  
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/	✓		
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/	/		
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino			/	

## LICENSE AGREEMENT

This **LICENSE AGREEMENT** is hereby made and entered into this 2nd day of March, 2016, by and between the **CITY OF HOBOKEN**, Hudson County, New Jersey (on behalf of the General Public), whose address is 94 Washington Street, Hoboken, NJ 07030 (hereinafter referred to as the “**LICENSOR**”) and **MONROE 113 REALTY LLC**, owner of Block 28 Lots 7-11, more commonly known as 113-121 Monroe Street, Hoboken, NJ 07030, represented by Gary Mezzatesta (hereinafter referred to as the “**LICENSEE**”).

### WITNESSETH

**WHEREAS**, the LICENSOR owns the public right of way consisting of certain real property located in the City of Hoboken, Hudson County, New Jersey, as more particularly identified as the Monroe Street R.O.W.; and

**WHEREAS**, the LICENSEE desires to use a portion of the LICENSOR’s property for the purpose of constructing four (4) stoops each 4 feet 8 inches wide by 5 feet 6 inches deep; three (3) planting beds, bed #1 4 feet 8 inches wide by 4 feet deep, bed #2 14 feet 3 inches wide by 4 feet deep, and bed #3 16 feet 3 inches wide by 4 feet deep, each finished with curbing and a decorative fence 18 inches high; and four (4) window bays each 13 feet wide by 2 feet deep extending from floors 2, 3 and 4; and planting of four (4) street trees each with a 3 foot by 5 foot tree pit finished with a matching tree guard adjacent to the building fronting onto Monroe Street; and

**WHEREAS**, the area of encroachment along Monroe Street will leave not less than 7 feet of unobstructed pedestrian egress along the block frontage; and

**WHEREAS**, in consideration of the license, the LICENSEE shall continue to maintain said area in good repair and order, clear of any waste receptacles or other personal property and shall landscape and otherwise improve said area to enhance the streetscape and general attractiveness of the public right of way; and

**WHEREAS**, the LICENSOR desires to grant to the LICENSEE a license for the aforementioned purpose.

**NOW, THEREFORE**, for and in consideration of the terms, conditions and mutual covenants contained herein, the LICENSOR and LICENSEE, hereby agree as follows:

- 1) The LICENSOR hereby grants the LICENSEE, its agents, servants and assigns the right, privilege and license to use the property described herein and represented in the attachments (License Area), commonly referred to as the public right of way adjacent to Block 28 Lots 7-11, to construct four (4) stoops each 4 feet 8 inches wide by 5 feet 6 inches deep; three (3) planting beds, bed #1 4 feet 8 inches wide by 4 feet deep, bed #2 14 feet 3 inches wide by 4 feet deep, and bed #3 16 feet 3 inches wide by 4 feet deep, each finished with curbing and a decorative fence 18 inches high; and four (4) window bays each 13 feet wide by 2 feet deep extending from floors 2, 3 and 4; and to plant four (4) street trees each with a 3 foot by 5 foot tree pit finished with a matching tree guard adjacent to the building in and upon said license area for the purpose of exercising the rights, privileges and license granted herein.
- 2) This license is granted and shall continue in full force and effect until such time as the encroachment is removed or otherwise altered; OR until notice is given, by either party, of its intent to discontinue said license. This license may be terminated by LICENSOR or LICENSEE without cause upon 90 day written notice, and may be terminated by the LICENSOR upon 24 hours notice upon a showing of necessity to maintain the health, safety and welfare of the general public.

- 3) The LICENSOR retains the right to use the license area in any manner not inconsistent with the rights herein granted to the LICENSEE provided, however, that the LICENSOR shall not disturb the structural elements in any way without prior written notice to the LICENSEE.
- 4) The LICENSEE expressly acknowledges and accepts its responsibility under applicable law for loss, damage, or injury to persons or property, arising out of or resulting from the use and maintenance of the license area, unless, however, such claim or demand shall arise out of or result from the willful negligence or willful misconduct of the LICENSOR, its servants, agents, employees, or assigns.
- 5) The LICENSEE agrees to maintain liability insurance, inclusive of the license area, in an amount satisfactory to the LICENSOR naming the Mayor and Council of the City of Hoboken as additional insured. The policy shall be kept in full force and effect for the term of the license, and a copy of the Certificate of Insurance showing its effectiveness shall be provided to the LICENSOR on a bi-annual basis without request, and at any other time upon request of the LICENSOR. The LICENSOR shall have the right, on an annual basis, to review the insurance coverages to ensure the coverages then in effect are satisfactory to cover the insurance requirements of the continued license.
- 6) The LICENSEE agrees that any and all work performed on the premises and in association with the purposes of this license shall be done in a good, safe, workmanlike manner and in accordance with applicable federal, state, and local statutes, rules, regulations and ordinances.
- 7) The City of Hoboken as LICENSOR expressly reserves the right to require the removal of all fences, gates, stoops or other projections or encumbrances upon any street, sidewalk or public right-of-way, which are improperly constructed or maintained, or present a danger to the health, safety and welfare of the public. If the LICENSEE does not remove the aforementioned improvements as required by the LICENSOR, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 8) Upon termination of this license agreement, the LICENSEE shall, within a reasonable time and at the LICENSEE'S sole cost and expense, remove all physical encumbrances, equipment, accessories, and materials owned by the LICENSEE from the license area and restore said license area as nearly as practicable to a condition consistent with the public sidewalk adjacent to the license area. If the LICENSEE does not remove the aforementioned improvements, the LICENSOR may remove such improvements at the sole cost and expense of the LICENSEE. The costs shall be a municipal lien against the property.
- 9) Nothing herein shall be construed to be an admission of liability by either party for any purposes.
- 10) Neither the authorization of this Agreement by the Council, nor the execution of this Agreement by the Mayor shall be construed to be a position of the City with regards to the approval, rejection, or legality of the underlying plans, nor shall such be considered authorization for the property owner to proceed without obtaining and maintaining all necessary and proper permits, certifications, and/or approvals by any and all necessary agencies, including without limitation the City of Hoboken Construction Code Official and the City of Hoboken Zoning Officer.
- 11) LICENSEE agrees to defend, protect, indemnify and save harmless the LICENSOR, its' officers, agents and employees from and against any and all claims, causes of action, injuries, losses, damages, expenses, fees and costs arising out of, or which may arise out of the LICENSEE'S use of the LICENSE AREA.

**IN WITNESS WHEREOF**, the undersigned parties have executed this license agreement on the day and year first above written.

**LICENSOR:** the CITY OF HOBOKEN (on behalf of the General Public)

Signed: \_\_\_\_\_  
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**LICENSEE:** Monroe 113 Realty LLC, owner in fee of Block 28 Lots 7-11, more commonly known as  
113-121 Monroe Street, Hoboken, NJ, represented by Gary Mezzatesta.

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_,  
Gary Mezzatesta representing Monroe 113 Realty LLC  
Owner of 113-121 Monroe Street, Hoboken

STATE OF NEW JERSEY, COUNTY OF HUDSON.

The foregoing instrument was Sworn and Subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

Notary Public: \_\_\_\_\_  
(Signature of Notary Public)

**APPLICATION AND**  
**EXHIBITS**



# APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

113-121 Monroe Street, Hoboken

Block: 28

Lot(s): 7-11

## CITY OF HOBOKEN

**Dawn Zimmer, Mayor**

94 Washington Street  
Hoboken, NJ 07030

Applicant:

Monroe 113 Realty LLC

Address:

710 CLINTON STREET  
HOBOKEN, NJ 07030

Owner (if other than Applicant):

Address:

Date Received:

1-13-2016

Phone: 323-804-2359

Phone:

e-mail: GARY@THEAURUMGROUP.COM

e-mail:

Please describe, in as much detail as possible, the encroachment you are proposing to make to the public right-of-way. Description must include the materials to be used, and the exact dimensions of the proposed area of encroachment in width (linear feet of block frontage); depth (projection from the front of the building); and total square feet of encumbrance. If additional space is needed, attach a separate sheet.

### ENCROACHMENT AREAS:

STOOP @ 4'-8" wide x 5'-6" deep = 26 SQ FT each x 4 = 102 SQ FT - Concrete treads, brick sides  
PLANTER 1 @ 4'-8" wide x 4' deep = 17 SQ FT - concrete curb  
PLANTER 2 @ 14'-3" x 4' = 57 SQ FT - concrete curb  
PLANTER 3 @ 16'-3" x 4' = 65 SQ FT - concrete curb  
OVERHANGING BAY 1 @ 13'-0" wide x 2' deep = 26 SQ FT - brick / glass  
OVERHANGING BAY 4 @ 13'-0" wide x 2' deep = 26 SQ FT - brick / glass

TOTAL = 293 SQ FT

What is the reason(s) for the proposed alteration?

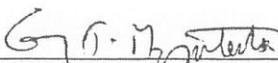
The facade is 125' in length. The bay encroachments help to visually reduce the scale of the building to better fit the context. The sidewalk is 16' wide. Planter encroachments are proposed to soften / screen the parking at grade. Stoops proposed are an architectural feature in keeping with the Master plan recommendations.

Have prior approvals been obtained for work at this location including, but not limited to, Planning or Zoning Board approvals, or permits issued by the Zoning Office or Construction Department? Are there previously issued license or easement agreements for this property? If yes, please attach copies to this application.

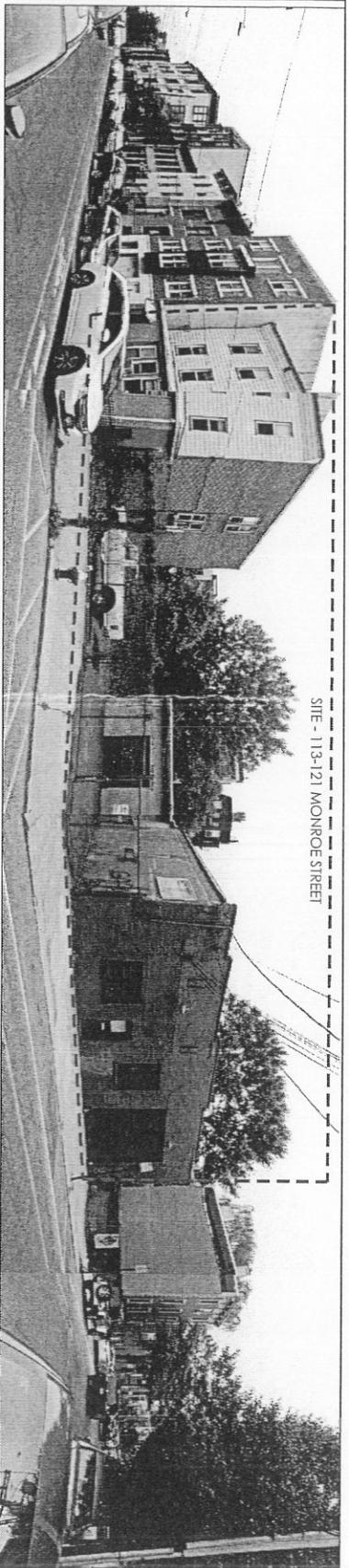
Planning Board Approval subject to minor revisions (which have been submitted) has been obtained.

Documents provided with application; check all that apply:

- Survey     Architectural drawings     Metes and bounds detail for the area of encroachment     Prior approvals  
 Other: \_\_\_\_\_

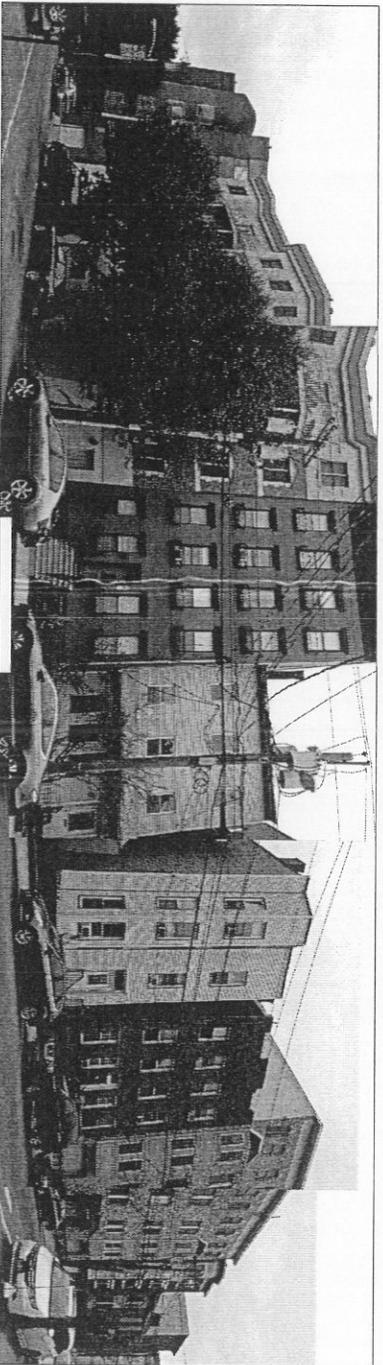
  
Applicant's signature

1-13-16  
Date



SITE - 113-121 MONROE STREET

MONROE STREET ELEVATION (EAST SIDE)



MONROE STREET ELEVATION (WEST SIDE)



AERIAL PHOTO



Minervini Vandermark  
Architecture  
Minervini Vandermark, LLC  
360 Fairmount St.  
Hoboken, NJ 07030  
Tel: 201-384-6537  
Tel: 201-385-5639  
www.mvachitecture.com

Project: 113EAT11C, AIA  
NJ License # 12024  
NY License # 01029743

Architect: C. Vandermark, J. AIA  
NJ License # 12024  
NY License # 27704

#	Date	Revision
1	01/13/16	Franchise
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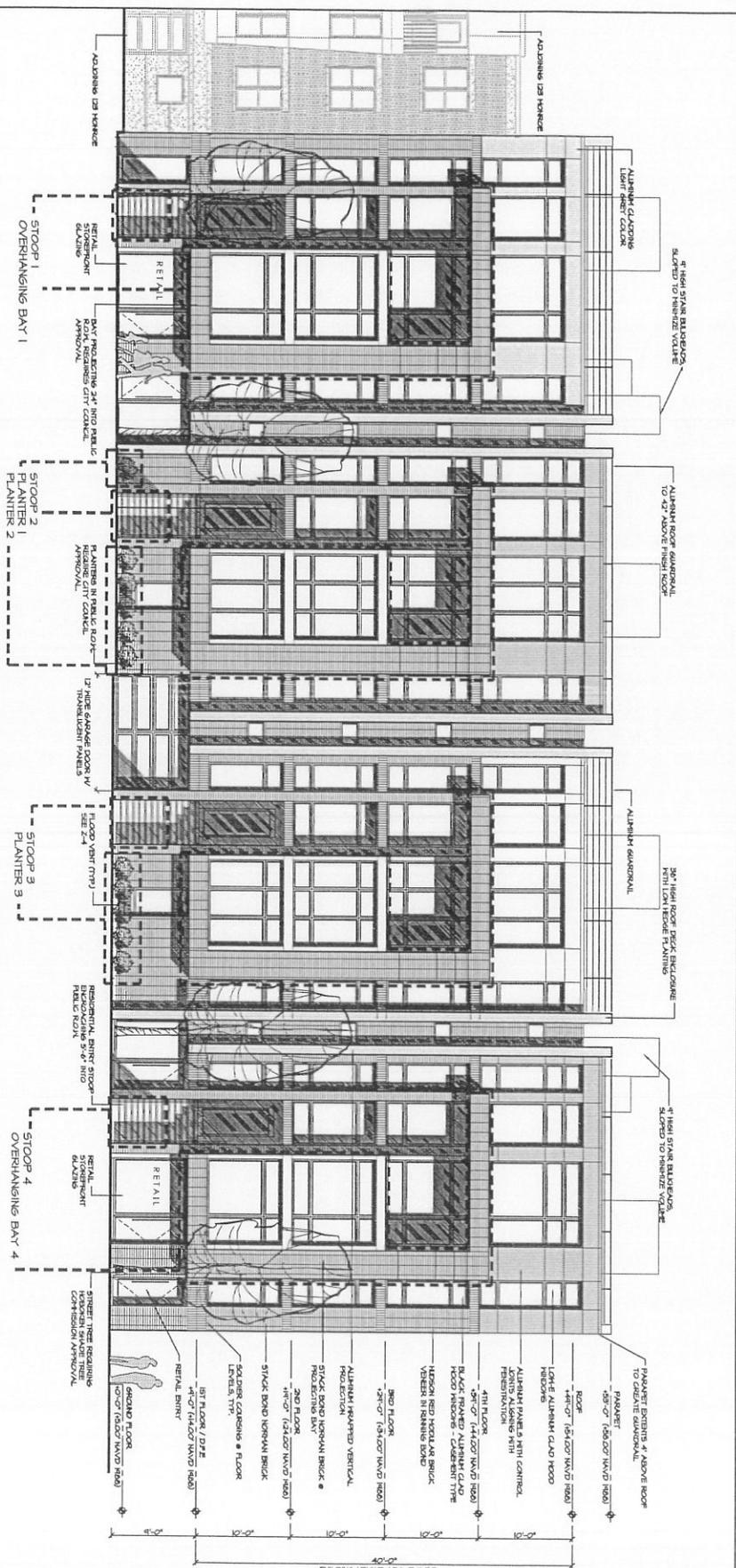
Project Name: 113EAT11C  
 Checked by: E.M. ACV  
 Scale: As noted  
 Client: MONROE 113EAT11C

Address: 113-121 MONROE STREET  
 BLOCK: 1017  
 BLDG: 113

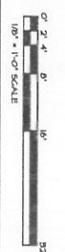
Project Description:  
 113 MONROE STREET  
 BUILDING OVER GROUND LEVEL  
 UNITS OVER GROUND LEVEL  
 PARKING & REPAIR

Street title:  
 FRANCHISE AGREEMENT  
 SITE PHOTOGRAPHS

Drawing No:  
**F-3**



1 STREET ELEVATION SHOWING ENCROACHMENTS INTO R.O.W.  
SCALE: 1/8" = 1'-0"

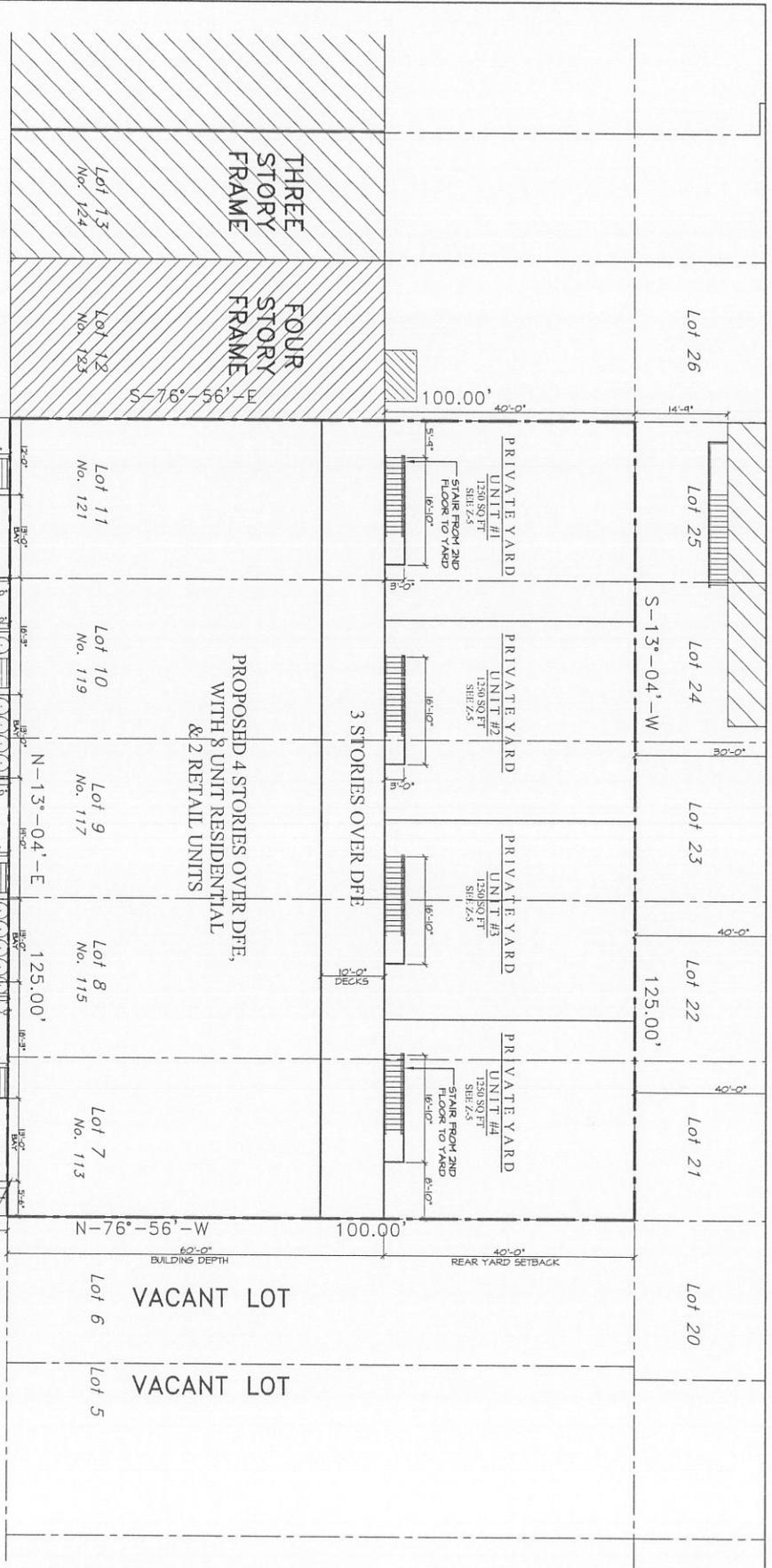


Milnerini Vandermark  
Architecture  
Milnerini Vandermark, LLC  
340 Fairview St  
Hoboken, New Jersey, 07030  
Tel: 201-384-0437  
Fax: 201-384-0438  
www.mvachitecture.com

Timothy C. Vandermark, J. AIA  
Milnerini Vandermark, LLC  
NY License # 1029713

Anthony C. Vandermark, J. AIA  
Milnerini Vandermark, LLC  
NY License # 271034

#	Date	Revision
1	01/13/16	Final
Project Number: 15124		
Drawn by: ALM		
Checked by: F.M. ACV		
Scale: As noted		
Client: MOHRGE 113 REALTY LLC		
Address: 113-21 MOHRGE STREET ROCKENAU, NJ 07068, NJ 07068		
Project Description: IMPROVED SIGN OVER DIE BACKSIDE OF BUILDING UNITS OVER GROUND LEVEL PARKING & RETAIL		
Sheet Title: FRANCHISE AGREEMENT STREET ELEVATION SHOWING ENCROACHMENTS INTO R.O.W.		
Drawing No: F-2		

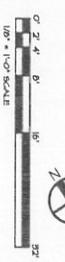


NOTE:  
ALL PORTIONS OF THE PROJECT EXTENDING  
BEYOND THE BOUNDARIES OF THE  
PLANNED RESIDUAL APPROVAL FROM THE  
HOBOKEN CITY COUNCIL.  
DURING CONSTRUCTION, A 24" OF  
ASPHALT PAVEMENT SHALL BE  
APPLIED TO ALL PORTIONS OF THE  
PROJECT BEYOND THE BOUNDARIES  
OF THE HOBOKEN CITY COUNCIL.  
DURING CONSTRUCTION, A 24" OF  
ASPHALT PAVEMENT SHALL BE  
APPLIED TO ALL PORTIONS OF THE  
PROJECT BEYOND THE BOUNDARIES  
OF THE HOBOKEN CITY COUNCIL.

1 SITE PLAN WITH ENCROACHMENTS INTO R.O.M.  
SCALE: 1/8" = 1'-0"

MONROE STREET  
ONE DIRECTION TRAFFIC PLAN

DRAWINGS BASED ON SURVEY DATED 09-14-14 PREPARED BY:  
ALL COUNTY SURVEYING, P.C.  
P.O. BOX 362, WAYNE, NJ 07474  
PH. 201-696-7187



**Milverini Vandermark Architecture**  
360 Fairleigh St  
Hoboken, NJ 07030  
Tel: 201-986-0437  
Tel: 201-986-0437  
www.mvach.com

**Anthony C. Vandermark, J. AIA**  
AIA No. 174104  
NJ License # 20104

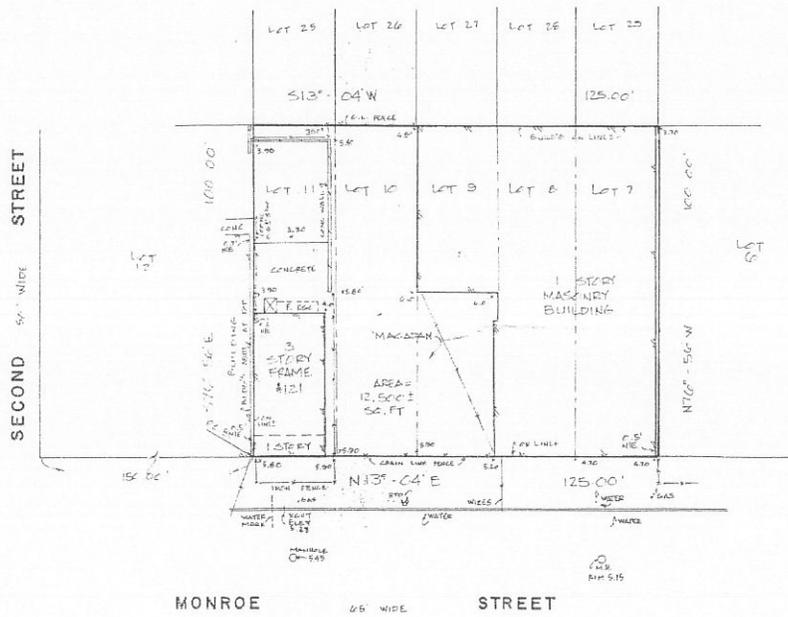
**Project:** Monroe Street  
**Location:** 113-121 Monroe Street  
**Block:** 10131711

**Project Description:**  
BUILDING A FOUR OVER DFE  
BUILDING WITH RESIDENTIAL  
UNITS OVER GROUND LEVEL  
PARKING & RETAIL

**Site Title:**  
FRANCHISE AGREEMENT  
SITE PLAN SHOWING  
ENCROACHMENTS INTO  
R.O.W.

**Drawing No.:**  
F-1

BLOCK 28



REVISIONS		
No.	DATE	DESCRIPTION

Certified To: MONROE 113 REALTY LLC, A NEW JERSEY LIMITED LIABILITY COMPANY

Map Source: TAX ASSESSMENT MAP OF THE CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY

**ALL COUNTY SURVEYING, P.C.**  
 LAND SURVEYORS  
 P.O. BOX 362 WAYNE, NEW JERSEY 07474  
 (201) 696-9787 FAX: 696-9197

*[Signature]*  
 3/14/14  
 GEORGE W. LATUK, P.L.S.

Date: MARCH 5, 2014  
 Scale: 1" = 20'  
 Sheet No: 1 OF 1  
 Field Party: DS  
 Prepared By: DS  
 Checked By: GWL  
 Job No:

**LOCATION SURVEY**  
 OF  
 TAX LOTS 7 THRU 11 IN BLOCK 28

PROPERTY SITUATED IN THE CITY OF HOBOKEN, HUDSON COUNTY, NEW JERSEY

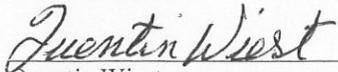


Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

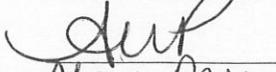
**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

Meeting date: March 2, 2016

APPROVED:

  
Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

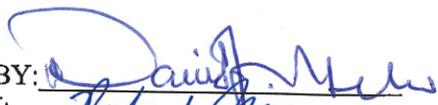
  
Interim Ahsia Proko, Esq.  
Corporation Counsel

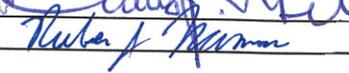
Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos, Jr.	/			
Michael Russo	/			
President Jennifer Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON:

  
MAR 02 2016  
CITY CLERK



INTRODUCED BY: 

SECONDED BY: 

14

**CITY OF HOBOKEN  
RESOLUTION NO. 16-173**

**RESOLUTION TO AWARD A CONTRACT WITH SUBURBAN ENGINEERING  
CONSULTANTS FOR CONSTRUCTION INSPECTION OF BLOCK 12  
SOUTHWEST PARK CONSTRUCTION WITH AN AMOUNT NOT TO  
EXCEED \$270,215**

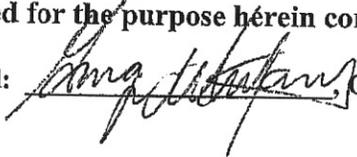
**WHEREAS**, the City of Hoboken published RFP's for general municipal engineering, and related services, including environmental engineering services; and,

**WHEREAS**, the Administration evaluated the proposals provided in response to said RFP, and the Administration thereafter determined that SUBURBAN CONSULTING ENGINEERS INC. qualified as a pool engineering firm to provide the City with the most effective and efficient City engineering services for the 2016 calendar year; and,

**WHEREAS**, in accordance with the direction of the Administration, the City Council is now asked to award a contract to SUBURBAN CONSULTING ENGINEERS INC. for the City's engineering services for construction and administrative oversight on the Southwest Park in an amount not to exceed Two Hundred Seventy Thousand Two Hundred Fifty Dollars (\$270,215.00) for a one year term to commence March 3, 2016 and expire March 2, 2017, in accordance with the present proposal of SUBURBAN CONSULTING ENGINEERS INC. dated 2/17/16, as well as the CY2016 general engineering RFP and their responsive proposal; and,

**WHEREAS**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$270,215.00 is available in the following appropriation C-04-60-715-311; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the City's budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

Signed:  George DeStefano, CFO

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that a contract SUBURBAN CONSULTING ENGINEERS INC. for the City's engineering services for construction and administrative oversight on the Southwest Park in an amount not to exceed Two Hundred Seventy Thousand Two Hundred Fifty Dollars (\$270,215.00) for a one year term to commence March 3, 2016 and expire March 2, 2017, in accordance with the present proposal of SUBURBAN CONSULTING ENGINEERS INC. dated 2/17/16, as well as the CY2016 general engineering RFP and their responsive proposal, as follows:

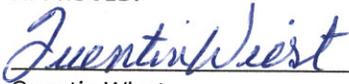
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and SUBURBAN CONSULTING ENGINEERS INC.' s responsive proposal shall govern the contract, except that the administrative terms of the 2/17 proposal, as well as any other term in said proposal which is in conflict with the RFP, shall be unenforceable against the City, and no changes

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and SUBURBAN CONSULTING ENGINEERS INC.' s responsive proposal shall govern the contract, except that the administrative terms of the 2/17 proposal, as well as any other term in said proposal which is in conflict with the RFP, shall be unenforceable against the City, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

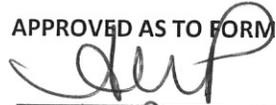
SUBURBAN CONSULTING ENGINEERS INC.

Meeting Date: March 2, 2016

APPROVED:

  
 \_\_\_\_\_  
 Quentin Wiest  
 Business Administrator

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 Alysia Proko, Esq.  
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	//			
Michael Defusco	//			
James Doyle	//			
Tiffanie Fisher	//			
David Mello	//			
Ruben Ramos, Jr.	//			
Michael Russo	//			
President Jennifer Giattino				

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Batch Id: GDS      Batch Date: 03/16/16      Batch Type: Standard

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Account No. Account Description	Type	Entry Description	Amount	Seq
C-04-60-715-311 Z-370 CONSTRUCT SOUTHWEST RESIL. PARK	Encumbrance	cfo CERT FOR MEETING 03/02/2016 suburban	270,215.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	270,215.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	270,215.00

	Entries	Amount
Expenditures:	0	0.00
Reimbursements:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrance:	1	270,215.00
Total:	1	270,215.00

There are NO errors in this listing.

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	Updated Entries	Updated Amount
Reimbursements:	0	0.00
Expenditures:	0	0.00
Transfer In:	0	0.00
Transfer Out:	0	0.00
Cancel:	0	0.00
Encumbrances:	1	270,215.00

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Batch: GDS      Updated Entries: 1      Updated Amount: 270,215.00      Ref Num: 4045

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Account No. Ordinance No.	Description Orig Auth	Curr Budgeted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr Vendor/Reference	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
C-04-60-715-220	Z-361 soft costs non-finance								
Z-361	75,000.00	75,000.00	0.00	0.00	75,000.00	70,000.00	7		
	0.00	0.00	5,000.00	0.00	0.00	75,000.00			
	0.00	0.00	0.00	0.00	5,000.00				
Begin Balance: 01/01/15								0.00	
01/01/15 Add Acct	New: 75000.00			Soft Costs non-fin			75,000.00	75,000.00	MARIA P
09/14/15 Encumbrance	CFO Cert for meeting 09/16/2015			Reference 3696	2		5,000.00	70,000.00	GDS
09/21/15 Encumbrance	REV CFO CERT FOR PURCHASING PO			Reference 3711	2		5,000.00	75,000.00	GDS
09/23/15 PO 15-03385	2 Open			11202 TIMMERMAN EQUIPMENT COMPANY			5,000.00	70,000.00	AMANDA S
	PUCHASE ONE ELGIN ST SWEEPER								
C-04-60-715-221	Z-361 soft costs Finance								
Z-361	100,000.00	100,000.00	0.00	0.00	100,000.00	100,000.00	0		
	0.00	0.00	0.00	0.00	0.00	100,000.00			
	0.00	0.00	0.00	0.00	0.00				
Begin Balance: 01/01/15				soft costs Finance				0.00	
01/01/15 Add Acct	New: 100000.00						100,000.00	100,000.00	MARIA P
Control Total	2,150,000.00	2,150,000.00	0.00	0.00	2,150,000.00	896,084.67	58		
	141,002.28	1,112,913.05	0.00	0.00	0.00	2,008,997.72			
	141,002.28			0.00	1,253,915.33				
C-04-60-715-300	Z-370 ACQ. REAL PROP, PARKS, STORM MNGT								
C-04-60-715-310	Z-370 ACQUIRE REAL PROP, NORTHWEST PARK								
Z-360	9,056,252.00	9,056,252.00	0.00	0.00	9,056,252.00	9,056,252.00	0		
	0.00	0.00	0.00	0.00	0.00	9,056,252.00			
	0.00	0.00	0.00	0.00	0.00				
Begin Balance: 01/01/15								0.00	
09/16/15 Add Acct	New: 9520733.00			Z-370			9,520,733.00	9,520,733.00	MARIA P
09/24/15 Change To Acct	Old: 9520733.00 New: 9056252.00			Z-370 NORTHWEST PARK			464,481.00	9,056,252.00	MARIA P
C-04-60-715-311	Z-370 CONSTRUCT SOUTHWEST RESIL. PARK								
Z-370	4,840,150.00	4,840,150.00	0.00	0.00	4,840,150.00	4,840,150.00	0		
	0.00	0.00	0.00	0.00	0.00	4,840,150.00			
	0.00	0.00	0.00	0.00	0.00				
Begin Balance: 01/01/15								0.00	



Account No	Description	Amended	Transfers	Modified	Balance YTD	%Used	Trans Amount	Trans Balance	User
Ordinance No.	Orig Auth	Encumber YTD	Reimbrsd YTD	Cancelled	Unexpended				
Date	Transaction Data/Comment	Expended YTD	Reimbrsd Curr	Pd/Chrgd YTD					
C-04-60-715-311	Z-370 CONSTRUCT SOUTHWEST RESIL. PARK								
	New: 3871681.00								
09/23/15	Add Acct		Z-370 ACQ REAL PROP				3,871,681.00	3,871,681.00	MARIA P
09/24/15	Change To Acct	Old: 3871681.00 New: 4840150.00	SOUTHWEST PARK				968,469.00	4,840,150.00	MARIA P
C-04-60-715-320	Z-370 SOFT COSTS (for c-04-60-715-310)								
	New: 2,587,261.00								
09/23/15	Add Acct		Z-370 SOFT COSTS		2,587,261.00	0			
09/24/15	Change To Acct	Old: 2381531.00 New: 2587261.00	Z-370 SOFT COSTS		2,587,261.00		2,381,531.00	2,381,531.00	MARIA P
	Begin Balance: 01/01/15						205,730.00	2,587,261.00	MARIA P
C-04-60-715-321	Z-370 SOFT COSTS (see c-04-60-715-311)								
	New: 0.00								
09/16/15	Add Acct		Z-370 SOFT COSTS				968,469.00	968,469.00	MARIA P
09/24/15	Change To Acct	Old: 968469.00 New: 0.00	Z-370 SOFT COSTS				968,469.00	968,469.00	MARIA P
C-04-60-715-322	Z-370 SOFT COSTS -FINANCING								
	New: 258,751.00								
09/16/15	Add Acct		Z-370 SOFT COST FIN				258,751.00	258,751.00	MARIA P
09/24/15	Change To Acct	Old: 0.00 New: 258751.00	Z-370 SOFT FINANCING				258,751.00	258,751.00	MARIA P
	Begin Balance: 01/01/15								
09/16/15	Add Acct						0.00	0.00	MARIA P
09/24/15	Change To Acct	Old: 0.00 New: 258751.00					258,751.00	258,751.00	MARIA P
	Control Total								
		16,742,414.00	16,742,414.00	0.00	16,742,414.00	0	16,742,414.00	16,742,414.00	
		0.00	0.00	0.00	16,742,414.00		0.00	16,742,414.00	
		0.00	0.00	0.00			0.00		

F

Budget Account Maintenance

Account: C-04-60-715-311 Desc: Z-370 CONSTRUCT SOUTHWEST RESIL. PARK

Acct Type: Sub Chk Acct: ICAPITAL Cap Flag:

Fund Type: Capital/Trust Class Id: Class Id 2:

Activity: Misc G/L Accounts Adopted Budget Detail

Activity To Date:

Current Period:

Encumber:	.00	Budgeted:	4,840,150.00	Expended:	.00
Expended:	.00	Balance:	4,840,150.00	Trans-In:	.00
Trans-In:	.00	YTD Requested:	.00	Trans-Out:	.00
Trans-Out:	.00	Requested Balance:	4,840,150.00	Reimburse:	.00
Reimburse:	.00				
Cancel:	.00				

Notes Exist

Control Balance: 16,742,414.00 Control Requested Balance: 16,742,414.00





February 26, 2016

*Revision B*

**Via Electronic Mail (smarks@hobokennj.gov) and Regular Mail**

City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

Attn: Stephen Marks  
Business Administrator

Re: City of Hoboken, County of Hudson, State of New Jersey  
Southwest Park Inspection Services  
Our File No.: Proposal SCE-P08744.011 Revision B

Dear Mr. Marks:

SUBURBAN CONSULTING ENGINEERS, INC. (SCE) is pleased to provide the following revised proposal for Construction Observation and Administration Services for Southwest Park located in the City of Hoboken, County of Hudson, New Jersey. This revised proposal has added the services of a Geotechnical Engineer and testing services, and includes the terms and conditions we discussed on Thursday, February 25, 2016. We have reviewed the project plans and specifications provided to us from Starr Whitehouse Landscape Architects and Planners and have familiarized our team with the project. It is our understanding that the project construction period consists of twelve (12) months and that the final Construction Estimate Summary identifies project construction costs at \$5,081,806.72. Towards that end, we propose the following Scope of Services:

*Site Familiarity*

The Construction Observation and Administration team has researched existing available information pertaining to the property and information pertaining to the construction methods and materials proposed in the plans and specifications provided to SCE.

Our office is intimately familiar with the project type and the City of Hoboken. The Construction Observation and Engineering Team has a thorough working knowledge of the project area and fully understands the requirements of the City of Hoboken. With our extensive award winning experience in park and recreation facility design on numerous similar projects, construction knowledge, and ability to provide construction observation and administration services on similar projects, the SCE Construction Inspection and Engineering Team is committed to delivering the proposed improvements with related site amenities that will provide the City of Hoboken with a valuable resource that will serve many future generations.



### Project Approach

SCE is prepared to provide Construction Observation and Administration services as outlined in the request from the City and Starr Whitehouse Landscape Architects. It is through our experience with park and recreation construction projects throughout the region that sets the SCE's Construction Observation and Administration Team apart from other design firms. *It would be most advantageous for the City of Hoboken to select SCE* as the professional consultant to provide the required services to ensure that this project is properly coordinated throughout the construction process to meet the City's needs and provide facilities that will improve the quality of life and be enjoyed by many future generations. Our Project Team is an experienced group of professionals that has great experience with park and recreation facilities, drainage, and site related improvements, and proven experience on similar projects. We have proven experience in performing these exact construction phase services for other municipalities throughout New Jersey on an expedited time schedule to enable projects to be constructed within budget and completed within the established time schedule.

### Scope of Services

SCE will perform the services for Construction Observation and Administration as defined in the request from the City. A summary of the services is outlined below. The Construction Observation and Administration services shall include, but not be limited to:

1. Perform Preconstruction tasks that may include the following items:
  - Perform a Bid Analysis
  - Provide recommendation to level bids if necessary
  - Perform contractor reference checks
  - Recommendation for Contractor selection
  - Conduct preconstruction meeting with awarded GC to review
2. Perform full-time observation of ongoing construction activities for compliance with construction plans and specifications prepared for this project. The Design Team understands the importance of experienced field representatives on multi-disciplined projects such as the proposed improvements.

Based on our understanding of the project and our experience in the design and construction inspection and administration of facilities of a similar scope and nature, it is anticipated that the time of completion for construction of the project will not exceed a 365 calendar day period (12 months). As such, we anticipate having one (1) construction inspector on site and available for the project on a full time basis for active periods of construction. This inspector will have communication responsibility to the City liaison and design consultant Project Manager to be able to observe, report, and communicate with the Project Manager. Times during critical installation periods we may supplement inspections with additional hours, and supplemental site observations by our Project Team.

The proposed time of completion for construction of 365 calendar days is possible if the contractor orders all long lead park and site amenity items immediately upon notification of



award of contract. To expedite the construction time schedule, we will discuss the option of the City to purchase the long lead items directly from the manufacturer if it is available through Cooperative or State Contract pricing to public agencies. The SCE Construction Administration and Observation Team has administered construction projects consisting of similar improvements that have been constructed in similar time periods and we are confident that this project can be constructed within the suggested period.

It should be noted that SCE has provided an estimated fee for observation related services for the field construction only that is anticipated to be sufficient barring significant changes in field conditions and construction related delays. Should extraordinary field conditions or construction delays occur that require additional time or services which would exceed our estimated fee or number of inspections required, SCE will provide a written re-evaluation of the extent of services needed to complete the project prior to performing any such services. No additional services will be performed without prior authorization.

3. Prepare and issue punch lists to the contractor, copies to the City & their consultant.
4. Perform final inspection of completed construction project, accompanied by the City and their design consultant.
5. Preparation of daily inspection reports to be submitted weekly to the City & their consultant.
6. Coordinate and review with the design consultant and respond to contractor's request for information (RFI).
7. Review with design consultant and City and assist in the preparation of change orders and recommendation of approvals.
8. Provide punch list and review contractor's close-out documentation and forward to City & consultant with recommendation.
9. Attend progress meetings with City, contractor, design consultants and others.
10. Develop monthly quantities of work completed with contractor for purposes of certifying monthly payments to the City.
11. Prepare project acceptance recommendation.
12. Shop drawings and submittals to be received, reviewed and approved by the City's design consultant and meet with City and consultant to discuss review comments prior to their return to the contractor.
13. The SCE Construction Observer will coordinate all field activities with the City and shall report any deviation from the approved plans immediately to the City.
14. The SCE Construction Observer will attend the pre-construction meeting for the project.
15. Prepare recommendation for final payment.
16. Prepare recommendation for release of Performance or Maintenance Bonds, if requested by the City.
17. The SCE Construction Observer will have contacts with property owners in close proximity to the project area.



18. The SCE Construction Observer will be a contact person for all inquiries related to the project on site.
19. Identify notification procedures for quality assurance and procedures.
20. Identify and coordinate with City and design consultant on any construction issues.
21. Coordinate delivery and incorporation of items purchased by the City such as PSE&G items, Wi-Fi and security items.
22. Respond to Contractor's Request for Information (RFI's).
23. Attend Project Construction Meetings when requested.
24. Provide Construction Field Observation at an established schedule.
25. Monitor Project Schedule.
26. Evaluate Contractor's Application for Payment for conformance with completed work.
27. Prepare punch list.
28. Perform final punch list inspection.
29. Review Warranties, Extra Materials and other closeout documentation.
30. The SCE Construction Observer will review and require that construction tasks will include all items required to meet the regulatory, administrative and engineering requirements for the project. The SCE Construction Observation and Administration Team will provide agency coordination with the relevant agencies including NJEIT and NJDEP SED.
31. We will provide soils inspection services, earthwork inspection and testing services for construction at Hoboken Southwest Park in Hoboken, New Jersey. The soils inspection may include, as required, inspection of the removal of unsuitable soils, inspection of the subgrade prior to fill placement, inspection and testing of the placement and compaction of the fill, appropriate laboratory testing of the fill materials, and inspection of the footing excavations during foundation construction operations. This work will be in accordance with the recommendations presented in the available Project Geotechnical Engineering report and the plans and specifications prepared for this project. Our inspections and testing are conducted for the evaluation of the various construction materials with respect to project requirements. We do not supervise or control the Contractor's operations or procedures, nor are we responsible for job site safety.

It is our practice to issue detailed written Engineering reports of our inspections. The reports include the results of all field and laboratory tests, a summary of the daily logs of our inspector covering the progress of the work, and a cover letter summarizing the status of the project and indicating what work has been satisfactorily completed. These reports are issued generally on a monthly basis or upon completion of some convenient phase of the work.

All of our work will be accomplished at the unit rates indicated for Field Inspection. The progress of the work will be beyond our control and, to some degree, beyond the control of the Contractor. The type of weather, equipment breakdowns, and the availability of material all have a significant effect on the job progress. Re-inspections of deficient work will involve additional costs. For these reasons, it is impossible for us to give an accurate estimate of the net cost of our billings on



this project. However, per our evaluation of the project design and documents provided for the purposes of preparing this proposal and assumptions based on our experience of providing similar services for other projects, we have assumed Geotechnical Engineering Inspections and certifications of earthwork and fill operations. Our scope of services and fees for Geotechnical Engineering Inspections is based on 15 full days of geotechnical inspections, 15 part-time days of geotechnical inspections, 30 days of nuclear gauge testing performed during geotechnical inspections and 6 soil samples (grain size analysis & lab density test for each sample) is anticipated. A Geotechnical Engineer will inspect the onsite earthwork activities and placement of fill material and a Professional Engineer licensed in the State of New Jersey will certify to the testing results and to the inspections of onsite earthwork activities and construction.

Soil samples for proposed use in the controlled fill operation should be submitted to our laboratory for testing as far in advance of the beginning of earthwork as feasible. A 50-pound sample is required for testing purposes. The purpose of our testing is to analyze the structural characteristics of the soil materials. We do not test for nor investigate environmental health aspects.

Should additional field inspection days for the placement of fill material or earthwork operations be required, or should additional soils sampling and testing be required, SCE will define the additional services requested and submit an estimate of potential additional charges.

The SCE Construction Observation and Administration Team has a known *reputation to deliver projects as envisioned by our clients, fulfilling the project goals beyond their expectations*. The proposed schedule is appropriate for a project of this nature and the SCE Construction Observation and Administration is absolutely confident that through the implementation of our perfected management tools and procedures we will be able to provide the construction phase services as anticipated. Cooperation of all parties is paramount and the SCE Construction Observation and Administration Team recognizes the necessity for our team members to be proactive in providing advance notice throughout all phases of the project.

#### **ADDITIONAL PROCEDURES BY THE PROJECT TEAM**

In addition to adhering to the above outlined Scope of Services, the SCE Construction Observation and Administration Team implements the following procedures on our projects:

#### **MAINTAINING A FULLY FUNCTIONAL FACILITY DURING CONSTRUCTION**

A major aspect of any addition and renovation project will be addressing the needs and safety issues of a fully functional facility during periods of major construction. This issue is paramount to the success of a project of this scope and size. A well thought-out comprehensive Phasing Plan will be required to assure that construction activities have a minimal impact on the daily activities of the membership, staff and visitors.

The SCE Construction Observation and Administration Team has extensive experience with public facility projects requiring phasing plans. We have facilitated and administered projects requiring multiple phases of construction over an extended period of time that are fully occupied year round. The key to a successful Phasing Plan is a clear line of communication between all parties involved including



staff, end users, contractors, construction managers and the project team not only prior to the start of construction but throughout the entire construction process.

### **COST CONTROL, QUALITY CONTROL AND ESTIMATING**

#### **Control of Costs**

SCE has been recognized for delivering projects on time and on budget. We subject all of our projects to a severe quality control review process which has given our firms a long history of minimal change orders and tight cost controls.

The few change order requests which we typically receive are painstakingly scrutinized -- not just for costs, but for any broader potential impact as well (e.g., schedule, etc.). The Project Architect and Engineer thoroughly review the construction documents to determine if the Contractor has overlooked pertinent information that might invalidate the change order. Our in-house construction administrator personnel would work, in coordination with the City and design consultants to focus on getting the project completed within the established budget parameters.

#### **Quality Control**

During the construction implementation stages, The SCE Construction Observation and Administration Team evaluates the impact that specific items may have on the overall budget, the potential for long lead time items to adversely impact the schedule, and the impact of material decisions on programmatic and performance goals.

Often, we would suggest the use of materials that are more cost-effective, but still functional, durable, and visually appealing, commonly referred to as "value engineering." Code review and ADA compliance are also verified.

### **RELATED CONSIDERATIONS**

*The City of Hoboken can be assured that SCE will work with the selected contractor to attempt to beat, or at the very least, meet the construction schedule as required by the City.* The Construction Observation Team members will use their professional experience to mitigate issues as soon as they arise to minimize / eliminate potential project problems. We will meet/contact the City's Project Manager at least monthly to discuss project status and the risk associated with project decisions relative to tasks as they relate to the schedule and budget. Our Construction Project Manager will ensure uninterrupted communication with the City and the design consultant and continuity of management throughout the life of the project. In order to minimize scope creep, our corporate motto is "*Communication, Communication, Communication!*"

#### **Quality Assurance/Quality Control**

Quality Assurance (QA) is the verification of the effectiveness of quality control measures. SCE will utilize our Department-approved corporate Quality Assurance Manual. Our firm will also prepare appropriate Department Units Quality Assurance Checklists. We recognize that the City's review does not relieve SCE of the responsibility of submitting quality documents.



**Fee Proposal**

SCE will provide the above referenced services for the following fees:

Construction Administration Services	<b>Estimated Fee</b>	<b>\$ 63,150</b>
Construction Observation Services	<b>Estimated Fee</b>	<b>\$ 182,065</b>
Geotechnical Engineering Testing & Inspections	<b>Estimated Fee</b>	<b>\$ 21,000</b>
<u>Reimbursable Expense Budget</u>	<b>Estimated Fee</b>	<b>\$ 4,000</b>
<b>TOTAL ESTIMATED FEE</b>		<b>\$ 270,215</b>

**Fee Structure**

SCE will utilize the following fee structure for all tasks where fee is estimated and for any additional work authorized by client or for client initiated revisions. It should be noted that our fee is based on the specific tasks as explained in the above sections of this proposal. Additional services and items may be determined to be required during the course of the project that have not been included in this cost proposal.

Revisions to address any review agency comments that develop during the review process are typically required to obtain approvals. SCE is not able to predict the course of action necessary to address such comments at this time. All costs associated with addressing the review agency comments will be invoiced in accordance with the fee structure on a time and material basis.

- Principal/Project Officer \$160/hr.
- Project Manager \$145/hr.
- Senior Engineer/Project Coordinator \$125/hr.
- Engineer \$110/hr.
- Landscape Architect \$110/hr.
- Land Surveyor \$110/hr.
- Senior Designer \$100/hr.
- Designer \$85/hr.
- Technician \$70/hr.
- Senior Inspector / Inspector \$85/hr.
- Inspector \$80/hr.
- Secretarial/Clerical \$35/hr.
- Survey Equipment Unit Cost
  - Robotic/GPS \$50/hr.
- Any actual disbursements or unusual expenses which we incur on your behalf, such as filing fees, delivery charges, travel, parking and toll charges will be included as expense charges in your invoices. (Minimum reproduction charge of \$20 per event).
  - Large format black and white document reproduction \$0.50/square foot
  - Large format color document reproduction \$3.00/square foot
  - Large volume black and white photocopies \$0.15/copy
  - Large volume color photocopies \$0.30/copy
  - Mileage will be billed at \$0.57 per mile.



- Approved subcontracted services will be billed at actual cost plus 15 percent.

### **Standard Contract Terms & Conditions**

In accordance with the above information, Client agrees to the following:

#### Termination of Contract

Client may terminate this Agreement with seven days prior written notice to Suburban Consulting Engineers, Inc. (SCE) for convenience or cause. SCE may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until SCE has been paid in full all amounts due for services, expenses and other related charges.

#### Hazardous Environmental Conditions

It is acknowledged by both parties that SCE's Scope of Services does not include any services related to the remediation at the site of asbestos, PCBs, petroleum, hazardous waste or radioactive materials. Client acknowledges that SCE is performing professional services for Client and SCE is not and shall not be required to become an "arranger", "operator", "generator" or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).

#### Ownership of Documents

All documents prepared or furnished by SCE pursuant to this Agreement are instruments of SCE's professional service, and SCE shall retain an ownership and property interest therein. SCE grants Client a license to use instruments of SCE's professional service for the purpose of constructing, occupying and maintaining the Project. Reuse or modification of any such documents by Client, without SCE's written permission, shall be at Client's sole risk, and Client agrees to indemnify and hold SCE harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

#### Indemnification

To the fullest extent permitted by law, Client and SCE each agree to indemnify the other party and the other party's officers, directors, partners, employees and representatives, from and against losses, damages and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees or subconsultants in the performance of services under this Agreement. If claims, losses, damages and judgments are found to be caused by the joint or concurrent negligence of Client and SCE, they shall be borne by each party in proportion to its negligence.

#### Force Majeure

Neither party shall be deemed in default of this agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.



Dispute Resolution

Client and SCE agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to the agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

Use of Electronic Media

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by SCE. Files in electronic media format or text, data, graphic or other types that are furnished by SCE to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, SCE makes no representations as to long-term compatibility, usability or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by SCE at the beginning of this assignment.

Construction Phase Services

If this Agreement provides for any construction phase services by SCE, it is understood that the Contractor, not SCE, is responsible for the construction of the project, and that SCE is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

Opinions of Cost

When included in SCE's Scope of Services, opinions or estimates of probable construction cost are prepared on the basis of SCE's experience and qualifications and represent SCE's judgment as a professional generally familiar with the industry. However, since SCE has no control over the cost of labor, materials, equipment or services furnished by others, over contractor's methods of determining prices, or over competitive bidding or market conditions, SCE cannot and does not guarantee that proposals, bids or actual construction cost will not vary from SCE's opinions or estimates of probable construction cost.

Professional Responsibility

SCE represents that the services shall be performed, within the limits prescribed by Client, in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants under similar circumstances. No other representation to Client, expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise. For any damage caused by professional negligence including errors, omissions or other professional acts, including unintentional breach of contract by SCE, its employees, agents or subcontractors, SCE's liability and that of its employees, agents and subcontractors is limited to SCE's total compensation paid under the contract. In no event shall either Client or SCE be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.



Right of Entry

Client grants to SCE, and, if a project site is not owned by Client, warrants that permission has been granted for a right of entry from time to time by SCE, its employees, agents and subcontractors upon the project site for the purpose of providing the Services. Client recognizes that the use of investigative equipment and practices may unavoidably alter existing site conditions and affect the environment in the area being studied.

**Billing Schedule**

Time spent will be invoiced on an hourly basis up to the contract fee. In the event that we approach the limit of the estimated fee, we will contact you for authorization to proceed. If you elect not to proceed, we will invoice you for services completed to date.

Payment for professional services shall be invoiced at the end of each month as a proportion of the total work completed or upon completion of the work product. Payment is due upon receipt of invoice.

If this revised proposal meets with your approval, please sign below and return one (1) copy to my office. We shall consider an appropriately executed copy of this letter as our formal authorization to proceed. Please note that the fees stated in this proposal are valid for sixty (60) days from the date of this correspondence. Please also note that by signing this proposal, you are agreeing to SCE's Standard Contract Terms and Conditions referenced above. If you have any questions regarding this proposal, please do not hesitate to contact me.

Very truly yours,  
SUBURBAN CONSULTING ENGINEERS, INC.

*Joseph D. Perello /cp*  
Joseph D. Perello, LLA, ASLA, PP  
Principal / Vice President

ACCEPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ (Print Name and Title)  
*As Authorized Agent for the City of Hoboken*

Cc: Stephen Whitehouse, Starr Whitehouse Landscape Architects & Planners  
Wendy Andringa, Starr Whitehouse Landscape Architects & Planners  
Daren J. Phil, PE, Suburban Consulting Engineers, Inc.

INTRODUCED BY: \_\_\_\_\_  
SECONDED BY: \_\_\_\_\_

16

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AMENDING THE PROFESSIONAL SERVICE  
CONTRACT TO BOSWELL ENGINEERING FOR CITY  
ENGINEER FOR SIDEWALK REHABILITATION IN AN  
INCREASED AMOUNT NOT TO EXCEED FOUR THOUSAND  
SEVEN HUNDRED SEVENTY SIX DOLLARS (\$4,776.00) FOR  
A TOTAL NOT TO EXCEED AMOUNT OF \$17,876.00 WITH  
NO CHANGE IN THE CONTRACT TERM**

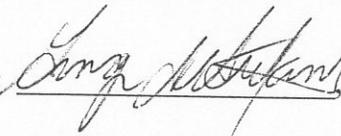
WHEREAS, the City of Hoboken published RFP's for general municipal engineering services; and,

WHEREAS, the Administration evaluated the proposal provided in response to said RFP, and the Administration and City Council included Boswell Engineering on the CY2014 and CY2015 and CY2016 annual list of Pool Engineers from which the City may choose for independent engineering projects throughout the year, and the Administration previously awarded a contract for said services, and has now determined that Boswell Engineering can continue to provide the City with the most effective and efficient City Engineering services for the ongoing Sidewalk Rehabilitation Project, in accordance with their attached proposal dated February 10, 2016; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to amend the award of a contract to Boswell for said services, in accordance with their attached proposal dated February 10, 2016, for an increase in the total contract amount by Four Thousand Seven Hundred Seventy Six Dollars (\$4,776.00), with the same term; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$4,776.00 is available in the following appropriation 6-01-31-461-000 in the CY2016 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said temporary appropriation for the CY2016; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed:  George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that the contract to Boswell Engineering to provide the City with services for the ongoing Sidewalk Rehabilitation Project, in accordance with their attached proposal dated February 10, 2016, with the same term and with the additional contract terms as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Boswell's attached proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole

- discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
  5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

Boswell Engineering  
 South Hackensack, New Jersey

Meeting date: March 2, 2016

Approved as to Content:

*Quentin Wiest*  
 Quentin Wiest  
 Business Administrator

Approved as to Form:

*Aurora Provo*  
 Aurora Provo, Esq.  
 Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON: MAR 02 2016

*James J. Sarasin*  
 CITY CLERK





February 10, 2016

Quentin Wiest, Business Administrator  
City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

Re: Sidewalk Rehabilitation at Multi-Service Center  
**Request for Additional Funding**  
Bid No. 15-18  
City of Hoboken  
Hudson County, New Jersey  
Our File No. HO-508

Dear Mr. Wiest:

Pursuant to your recent correspondence please accept this letter as Boswell Engineering's (henceforth Boswell) request for additional funding for the above referenced project. The purpose of our request is to cover additional design and construction administration costs associated with changes to the scope of the project during the execution of the contract work. Specifically, Boswell was requested to coordinate the rehabilitation of the plaza area along Second Street at the north elevation of the building. This work included preparation of additional field sketches based on in-field designs for the removal and reorientation of 5 new Shade Tree Commission compliant tree wells, additional concrete paver sidewalk installation and the resetting of approximately 3,000 square feet of concrete paver which had heaved and/or settled due to tree root and subgrade issues. This purpose of the additional work was to alleviate a possible tripping hazard and proactively beautify the area. This additional scope of work was negotiated by Boswell with the contractor and executed in connection with the original scope of work. Boswell inspected same and incorporated the additional work into the invoicing for the project.

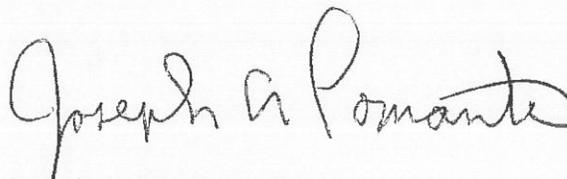
Boswell's original contract amount was \$13,100.00 as approved by the City Council. Per Boswell's accounting department the City of Hoboken has been billed \$17,876.00 to date. Currently the project has been completed and the final billing was previously submitted for processed to the appropriate City personnel. To that end, Boswell Engineering respectfully requests that our original contract amount be amended to \$17,876.00 representing an additional \$4,776.00 to cover the additional costs incurred in executing the original scope of work and the additional scope of work.

Quentin Wiest, Business Administrator  
February 10, 2016  
Page 2 of 2

Please do not hesitate to contact the undersigned with any questions.

Sincerely,

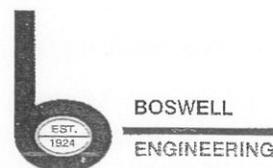
BOSWELL McCLAVE ENGINEERING

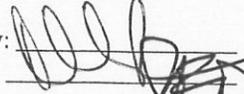
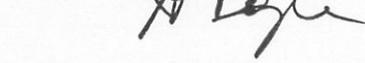
A handwritten signature in black ink that reads "Joseph A. Pomante". The signature is written in a cursive style with a large initial "J".

Joseph A. Pomante, P.E.  
City Engineer Representative

JAP/jmc

160210JAPL1.doc



Introduced by:   
Seconded by:  17

CITY OF HOBOKEN  
RESOLUTION NO. :\_\_

**RESOLUTION AWARDING A NON-FAIR AND OPEN PROFESSIONAL SERVICE CONTRACT TO DEPP GLASS FOR GLASS ENGINEERING ANALYSIS SERVICES FOR THE 9/11 MEMORIAL TO THE CITY OF HOBOKEN FOR ONE YEAR (MARCH 3, 2016 - MARCH 2, 2017) OR UNTIL THE PROJECT IS DONE, WHICHEVER OCCURS FIRST, WITH A NOT TO EXCEED AMOUNT OF TWENTY SIX THOUSAND EIGHT HUNDRED DOLLARS (\$26,800.00)**

**WHEREAS**, service to the City as glass engineering, testing, analysis and consulting is a professional service subject to the non-fair and open contract process pursuant to the provisions of N.J.S.A. 19:44A-20.5; and,

**WHEREAS**, the City's Purchasing Agent has determined and certified in writing that the value of the services, combined with all other services of this vendor over a twelve month period, will exceed \$17,5000.00; and

**WHEREAS**, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, which expires March 2, 2017; and

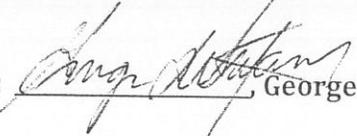
**WHEREAS**, the City now seeks to contract with Depp Glass for said services per their February 1, 2016 Proposal; and

**WHEREAS**, the entity of Depp Glass is hereby required to abide by the "pay-to-play" requirements of the Hoboken Public Contracting Reform Ordinance, codified as §20A-11 et seq. of the Administrative Code of the City of Hoboken as well as the Affirmative Action laws and policies under which the City operates; and,

**WHEREAS**, Depp Glass has completed and submitted a Business Entity Disclosure Certification which certifies that the vendor has not made any reportable contributions to a political or candidate committee in the City of Hoboken in the previous one year, and that the contract will prohibit the vendor from making any reportable contributions through the term of the contract, and has submitted a Business Registration Certificate, a Stockholder Disclosure Statement, and all necessary EEOC forms, prior to consideration of this resolution; and,

**WHEREAS**, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$26,800.00 is available in the following appropriations: T 03 40 000 015 in the CY2016 temporary appropriation; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the CY2016 temporary appropriation and budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: , George DeStefano, CFO

**NOW THEREFORE, BE IT RESOLVED**, (a majority of the full council voting affirmatively) that a contract with Depp Glass for glass engineering, testing, analysis, reporting and consulting services be, and is hereby, awarded, in an amount not to exceed \$26,800.00.

**BE IT FURTHER RESOLVED**, the contract shall expressly state that said firm shall be obligated to provide prompt notice to the City when its invoicing reaches 80% of the not to exceed amount if the firm believes additional funds will be necessary, and the City shall have no liability for payment of funds in excess of the not to exceed amount; and

**BE IT FURTHER RESOLVED** that the City Council of the City of Hoboken specifically finds that compliance with Hoboken Ordinance #DR-154 (codified as §20A-4 of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of the vendor ; and

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification, Stockholder Disclosure Certification, all other accompanying business and contract compliance documentation, and the Determination of Value be placed on file with this resolution; and,

**BE IT FURTHER RESOLVED** the City Clerk shall publish this resolution as required by law and keep a copy of the resulting contract on file in accordance with N.J.S.A. 40A:11-1 et seq.; and,

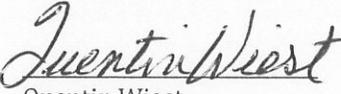
**BE IT FURTHER RESOLVED** that a certified copy of this resolution shall be provided to Mayor Dawn Zimmer and Corporation Counsel for action in accordance therewith and to take any other actions necessary to complete and realize the intent and purpose of this resolution; and,

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately, subject to the following conditions:

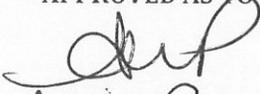
1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of Depp Glass's Proposal shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
5. The Mayor or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services to the following vendor: Depp Glass.

Meeting date: February 17, 2016

APPROVED:

  
 Quentin Wiest  
 Business Administrator

APPROVED AS TO FORM:

  
 Anuska Proko  
 Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				✓
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
 THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
 AT A MEETING HELD ON: MAR 02 2016

2   
 CITY CLERK

Property	Account	Invoice - Date	Description	Amount
821600	11211-000000	22516DELFRISCO - 02/25/	DelFrisco Liquor License Settlement	75,000.00
				75,000.00

T-03-40-000-015

THE FACE OF THIS DOCUMENT HAS MICROPRINTING. DO NOT CASH IF MISSING. THE BACKGROUND WILL EXPOSE A HIDDEN VOID WHEN PHOTOCOPIED.

**Waterfront Corporate Center III JV LLC**

c/o SJP Properties  
379 Interpace Parkway, Bldg C  
Parsippany, NJ 07054

PNC Bank, N.A.  
Two Tower Center  
East Brunswick, NJ 08816

55-760/312

1907

02/25/2016

\$75,000.00\*\*

\*\*\*\* SEVENTY FIVE THOUSAND AND 00/100 DOLLARS

VOID IF NOT CASHED WITHIN 90 DAYS WITHIN DATE OF ISSUE

City of Hoboken  
94 Washington Street  
Hoboken, NJ 07030

TO THE  
ORDER OF

(Two Signatures Required If Over \$10,000.00)

JOSEPH J. MARAZITI, JR.  
CHRISTOPHER H. FALCON  
DIANE ALEXANDER†  
BRENT T. CARNEY  
ANDREW M. BREWER  
JOANNE VOS  
CHRISTOPHER D. MILLER\*†  
HEATHER A. PIERCE  
PATRICK D. MESSMER  
AILEEN M. BRENNAN†

† ALSO ADMITTED IN NY  
\* ALSO ADMITTED IN DC

# MARAZITI FALCON, LLP

ATTORNEYS AT LAW

150 JOHN F. KENNEDY PARKWAY  
SHORT HILLS, NEW JERSEY 07078

PHONE: (973) 912-9008  
FAX: (973) 912-9007  
WWW.MFHLAW.COM

Direct Dial: 973-912-6818  
E-mail Address: [jmaraziti@mfhenvlaw.com](mailto:jmaraziti@mfhenvlaw.com)

March 1, 2016

**VIA COURIER**

Alysia Proko, Esq. Interim Corporation Counsel  
Attn: Anastacia M. McDonald, Legal Secretary  
Office of Corporation Counsel  
94 Washington Street  
Hoboken, New Jersey 07030

Re: City of Hoboken and Waterfront Corporate Center III JV LLC

Dear Ms. Proko: *Alysia Proko*

I have enclosed herewith a check in the amount of \$75,000.00, which represents the sum contributed from the Developer to the City to be used towards the establishment of the 9/11 Memorial.

Also enclosed is a copy of the cover letter from Francis J. Giantomasi, Esq., which asks that you confirm receipt of the check and use of the funds towards the 9/11 Memorial.

Very truly yours,

*Joseph J. Maraziti, Jr.*  
Joseph J. Maraziti, Jr.

RECEIVED

Enclosures  
c w/enc.:

Brandy A. Forbes, AICP, PP

MAR 01 2016

OFFICE OF CORPORATION COUNSEL  
HOBOKEN, N.J. 07030

February 29, 2016

**VIA FED EX**

Joseph J. Maraziti Jr. Esq.  
Maraziti, Falcon & Healey, L.L.P.  
150 John F. Kennedy Parkway  
Short Hills, NJ 07078

Re: Agreement between City of Hoboken and  
Waterfront Corporate Center III JV LLC  
Regarding Section 17.6.2

Dear Mr. Maraziti:

As you are aware, our office represents Waterfront Corporate Center III JV LLC ("Developer"). In or about November 2014, the City of Hoboken ("City") and the Developer entered into an Agreement Regarding Section 17.6.2 of the Lease and Development Agreement dated December 4, 2012 ("Agreement").

Pursuant to the Agreement and upon the occurrence of certain events, the Developer agreed to contribute a sum of \$75,000 to the City to be used towards the establishment of a memorial to honor the memory of victims from Hoboken who lost their lives as a result of the attacks on September 11, 2001, at the nearby World Trade Center ("9/11 Memorial").

Accordingly, enclosed herewith, please find the Developer's check (#1907) in the amount of \$75,000 made payable to the City. Please confirm your receipt of same and use of the funds towards the 9/11 Memorial.

Very truly yours,

Francis J. Giantomasi

FJG:bs

# Order Confirmation



Order Date: 02/01/2016

Ship Date: 03/31/2016

SOLD TO:  
City of Hoboken

SHIP TO: (SAME AS SOLD TO UNLESS INDICATED)

94 Washington Street  
Hoboken, NJ 07030

Order #: 27443      PO #:      Delivery: Common Carrier/Crate  
Attention: Leo Pelligrini      Job Name: 9/11 Memorial      Payment: 50% Deposit/Balance Prepaid

Item	Qty	Code	Description
		MISC	Testing of Sample Panels

Fabrication of four to six sample panels of the laminated borosilicate product for additional analyses and testing.

Includes a comprehensive review of the existing data related to these products, with a recommendation for testing to confirm the strength.

Includes the structural analysis of a proposed thickness, composition, and size of exterior vertical glass fin units. Data to be presented and summarized in a stamped and sealed engineering report.

Also includes certified testing of bending strength per ASTM standards. This testing could take place in a certified lab, or it could take place at our facility with an engineer performing the testing. Data to be included in final engineering analysis and report.

Includes crating and freight to and from testing lab, if required.

Lead time would be two to three weeks to complete the analysis, and an additional four to five weeks to complete the testing.

1      1

Total Qty.: 0

Total Weight: 0.00 Lbs.  
Total Sqft.: 0.00

Order Total : 26,800.00  
Sales Tax : 0.00  
Total : 26,800.00  
Deposit(s) : 0.00  
Balance Due : **\$26,800.00**

Page: 1

Printed on: 02/01/2016 04:50:53 PM

\*\*\* REPRINT\*\*\*

Sales tax additional if applicable

41-40 38th Street Long Island City New York 11101 T: 718.784.8500 F: 718.784.9018

deppglass.com

# CITY OF HOBOKEN

## Division of Purchasing

DAWN ZIMMER  
Mayor



AL B. DINEROS, QPA  
Purchasing Agent

Date: February 25, 2016  
To: Quentin Wiest, Business Administrator  
Corporation Counsel, City of Hoboken  
From: AL B. Dineros  
Subject: DETERMINATION OF VALUE FOR NON FAIR AND OPEN CONTRACT AWARD

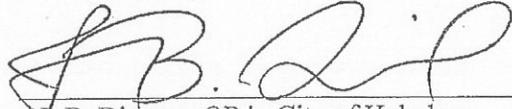
Contract For: 9/11 Memorial Glass engineering services analysis  
Contract to be awarded to: Depp Glass, Long Island City, New York  
Contract Period: 5 weeks (or upon completion of the testing)

### CERTIFICATION

I hereby certify that the amount of the contract, in aggregation with the outstanding current contracts, for this vendor exceed \$17,500 over a twelve month period.

I hereby further certify that funds to cover the expenditures for the above-reference contracts will be encumbered by purchase orders on an as-needed basis (as required pursuant to N.J.A.C. 5:30-5.4.).

By

  
AL B. Dineros, QPA, City of Hoboken

Certified Date: 2/25/2016

Introduced By: JP

18

Second By: MD

**CITY OF HOBOKEN  
RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION AUTHORIZING THE REFUND OF TAX APPEALS  
STATE TAX COURT**

WHEREAS, an overpayment of taxes has been made on property listed below; and

WHEREAS, Sharon Curran, Collector of Revenue recommends that the refund be made;

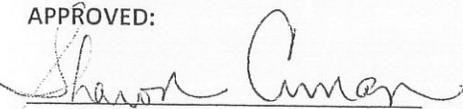
NOW, THEREFORE, BE IT RESOLVED, that a warrant be drawn on the City Treasury  
made payable to the following totaling \$121,243.84

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Michael I. Schneck, Trustee For Metro West Homes Corp. 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	77/33	605 Jefferson St	2009	\$8,663.55
Michael I. Schneck, Trustee For Metro West Homes Corp. 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	77/33	605 Jefferson St	2010	\$9,157.85
Michael I. Schneck, Trustee For Metro West Homes Corp. 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	77/33	605 Jefferson St	2011	\$8,918.53
Michael I. Schneck, Trustee For Metro West Homes Corp. 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	77/33	605 Jefferson St	2012	\$9,167.50
Michael I. Schneck, Trustee For Metro West Homes Corp. 301 South Livingston Avenue, Suite 105 Livingston, NJ 07039	77/33	605 Jefferson St	2013	\$9,260.14

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Stavitsky & Associates LLC 350 Passaic Avenue Fairfield, NJ 07004	94/1	900-1022 Madison St	2014	\$25,089.95
Stavitsky & Associates LLC 350 Passaic Avenue Fairfield, NJ 07004	94/1	900-1022 Madison St	2015	\$41,272.29
Burke & Associates LLC Trust Account 235 Hudson Street, Comm Unit Hoboken, NJ 07030	259/1	River Road	2015	\$ 9,714.03

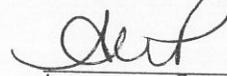
Meeting date: March 2, 2016

APPROVED:



Sharon Curran  
Tax Collector

APPROVED AS TO FORM:

  
Interim Alysia Proko  
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino		/		

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON:

MAR 02 2016

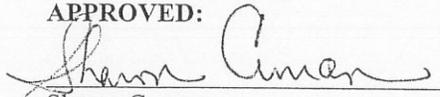
  
CITY CLERK



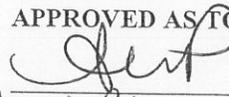
<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Corelogic(Refund Dept) 1 Corelogic Drive Westlake, TX 76262	34/37	116 Park Avenue	1/16	\$14.97
Sebastien Millet 206 Tenth Street #2 Hoboken, NJ 07030	185/44/C0002	206 Tenth Street	4/15&1/16	\$4,223.33

Meeting date: March 2, 2016

APPROVED:

  
Sharon Curran  
Tax Collector

APPROVED AS TO FORM:

  
Anisia Pardo  
Interim Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Giattino		/		

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: MAR 02 2016



CITY CLERK

Sponsored by: [Signature]  
Seconded by: Peter Cunningham

City of Hoboken

Resolution No. \_\_\_\_\_

**RESOLVED**, that filed minutes for the Hoboken City Council **Regular and Special meeting of January 4, 2016** have been reviewed and approved by the Governing Body.

[Signature]  
Approved as to form:

Meeting Date: March 2, 2016

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla	/			
Peter Cunningham	/			
Michael Defusco	/			
James Doyle	/			
Tiffanie Fisher	/			
David Mello	/			
Ruben Ramos Jr.	/			
Michael Russo	/			
President Jenn Giattino	/			

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AT A MEETING HELD ON:

MAR 2 2016

James J. Savino  
CITY CLERK