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)(5), (B)(7) AND ATTORNEY CLIENT PRIVILEGE RELATING TO PENDING LITIGATION AND ACQUISITION OF PROPERTY COMMONLY REFERRED TO AS THE BASF SITE AND TO RECEIVE ADVICE FROM THE CITY'S LEGAL COUNSEL FOR THE MATTER, ED BUZAK, ESQ.

WHEREAS, the Council of the City of Hoboken is authorized to go into closed session for the reasons set forth in the Open Public Meetings Act, including without limitation N.J.S.A. 10:4-12(b)(5) and (b)(7), and for matters falling within attorney client privilege (for legal guidance on matters relating to pending litigation and acquisition of property); and

WHEREAS, the City seeks to obtain a status update and legal guidance on pending litigation and ongoing legal issues relating to the acquisition of the BASF site; 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 legal 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 discussions had therein will be made available to the public.

MEETING: July 8, 2015

APPROVED AS TO FORM:

~~Mellissa Longo,~~ Esq.
Alysia Richo Asst. Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 08 2015

CITY CLERK

3

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO A RIGHT-OF-WAY USE AGREEMENT WITH VERIZON WIRELESS TO INSTALL SMALL CELL/oDAS WIRELESS EQUIPMENT ON AN EXISTING UTILITY POLE OWNED BY VERIZON TELEPHONE (661 HOB) WITHIN THE PUBLIC RIGHT-OF-WAY AT APPROXIMATELY 60 HARRISON STREET

WHEREAS, New York SMSA Limited Partnership, dba Verizon Wireless ("VzW"), is a wireless telecommunications company licensed by the Federal Communications Commission ("FCC") to operate in the State of New Jersey, and is in the business of providing a wireless telecommunications network; and

WHEREAS, VzW desires to locate, place, attach, install, operate and maintain facilities within the City of Hoboken's ("City") public right-of-way for purposes of providing telecommunications services; and

WHEREAS, VzW proposes to install small cell/oDAS wireless equipment, including, but not limited to fiber/electric connections to other poles ("Telecommunication Facilities") on an existing utility pole in the City of Hoboken for purposes of providing telecommunication services; and

WHEREAS, the utility pole that VzW desires to install its Telecommunications Facilities on is numbered 661 HOB and is owned by Verizon New Jersey, Inc. ("VzT"); and

WHEREAS, VzT's utility pole 661 HOB is located at approximately 60 Harrison Street and is entirely within the public right-of-way; and

WHEREAS, VzW has executed a pole licensing agreement with VzT that grants VzW the right to install the Telecommunications Facilities on VzT's utility pole 661 HOB, subject to any state or municipal permits; and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry to grant VzW the non-exclusive right to use the public right-of-way at approximately 60 Harrison Street to own, construct, attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace the Telecommunications Facilities on VzT's utility pole 661 HOB and for no other purpose whatsoever; and

WHEREAS, he City has agreed to enter into a Right-of-Way Use Agreement with VzW, pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12, which Agreement fully expresses the

terms and conditions under which the parties agree to the use and occupancy of the public right-of-way at approximately 60 Harrison Street;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Hoboken in the County of Hudson as follows:

1. The City Council hereby authorizes execution of the Right-of-Way Use Agreement, as attached hereto, or an agreement substantially similar without any substantive changes; and,

2. The City Council hereby authorizes the Mayor and her Administration to notify VzW of the Council's authorization of this Agreement and acceptance of all the terms and obligations therein.

3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize said Agreement, or one substantially similar with no substantive changes, expeditiously, and to take any and all steps necessary to effectuate the Agreement.

Meeting date: July 8, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
~~Mellissa L. Longo~~, Esq.
Asst, Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 08 2015

James J. Farina

CITY CLERK

NON-EXCLUSIVE

RIGHT-OF-WAY USE AGREEMENT

THIS RIGHT-OF-WAY USE AGREEMENT ("Use Agreement") is dated _____, 2015 (the "Effective Date"), and entered into by and between the City of Hoboken (hereinafter designated as "City"), a New Jersey municipal corporation, having its address at 94 Washington Street, Hoboken New Jersey, 07030, and New York SMSA Limited Partnership, dba Verizon Wireless with a principal place of business located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, NJ 07920 (hereinafter designated as "VzW"). City and VzW from time to time shall each be referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, VzW is a wireless telecommunications company licensed by the Federal Communications Commission ("FCC") to operate in the State of New Jersey, and is in the business of providing a wireless telecommunications network; and

WHEREAS, VzW desires to locate, place, attach, install, operate and maintain facilities within municipal rights-of-way for purposes of providing telecommunications services; and

WHEREAS, VzW proposes to install small cell/oDAS wireless equipment, including, but not limited to fiber/electric connections to other poles ("Telecommunication Facilities") on an existing utility pole in Hoboken for purposes of providing telecommunication services, as shown on the plan attached hereto as Exhibit A which depicts the proposed Telecommunication Facilities, utility pole, public right-of-way and other relevant features; and

WHEREAS, the utility pole that VzW proposes to install its Telecommunications Facilities on is numbered 661 HOB and is owned by Verizon New Jersey Inc. ("VzT"); and

WHEREAS, VzT's utility pole 661 HOB is located at approximately 60 Harrison Street, and is entirely within the City's public right-of-way; and

WHEREAS, VzW has executed a pole licensing agreement with VzT that grants VzW the right to install the Telecommunications Facilities on VzT's utility pole 661 HOB, subject to any state or municipal permits (the "Pole Agreement"); and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry to grant VzW the right to use the public right-of-way at approximately 60 Harrison Street to own, construct, attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace the Telecommunications Facilities on VzT's utility pole 661 HOB; and

WHEREAS, the City has agreed to enter into this Use Agreement pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12; and

WHEREAS, the consent granted herein is for the non-exclusive use by VzW of the public right-of-way at approximately 60 Harrison Street for the purposes set forth herein and for no other purpose whatsoever;

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the Parties hereby agree to and with each other as follows:

Section 1. Definitions.

a. "All Applicable Laws" shall mean applicable laws and regulations of the United States, the State of New Jersey and the City of Hoboken.

b. "VzW" is the grantee of rights under this Right-of-Way Use Agreement and is known as Verizon Wireless, its successors and assigns.

c. "NJBPU" is the New Jersey Board of Public Utilities.

d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.

e. "Right-of-Way" means the area devoted to passing under, over, on or through lands with public utility facilities.

f. "City" is the grantor of rights under this Use Agreement and is known as the City of Hoboken, County of Hudson, State of New Jersey.

g. "Utility Pole" means, in addition to its commonly accepted meaning, any wires, cable or other equipment connected thereto and any replacement thereof which are similar in construction and use.

Section 2. Grant of Consent.

The City hereby grants VzW its consent for the non-exclusive use of the public right-of-way at approximately 60 Harrison Street for the purpose of owning, constructing, attaching, installing, operating, maintaining, removing, reattaching, reinstalling, relocating and replacing the Telecommunications Facilities on VzT's utility pole 661 HOB. The consent granted herein shall be for the performance of work within City's right-of-way only as depicted in Exhibit A, and subject to the notification and coordination provisions of Section 4 herein.

Section 3. Termination.

Either Party may terminate this Use Agreement upon forty-five (45) days prior written notice to the other party upon a material default of any material covenant or term hereof by the other party, if such default has not been cured within forty five (45) days of the receipt of such written notice of default; provided such cure period shall be extended if the nature of the cure is such that it reasonably requires more than forty five (45) days and the defaulting party commences the cure within the forty five (45) day period and thereafter continuously and

diligently pursues the cure to completion. Provided however, that the grace period for curing a monetary default shall be ten (10) days from receipt of notice.

Section 4. Project Description.

This Use Agreement shall only entitle VzW to install its Telecommunications Facilities on VzT's utility pole 661 HOB in the public right-of-way at approximately 60 Harrison Street as depicted in Exhibit A. **Any construction undertaken for the purposes described herein shall require fifteen (15) days prior written notice by VzW to the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking, and compliance with All Applicable Laws. VzW shall provide a written description of the construction to be undertaken, including a construction schedule and site plan which depicts the intended location of the Telecommunications Facilities, utility pole 661HOB, the public right-of-way at approximately 60 Harrison Street, and any other relevant features, and shall coordinate the timing of the proposed work with the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking before scheduling and commencing any construction. Prior to commencing any street closure or excavation work, VzW or its authorized contractor shall notify and coordinate the planned activities with the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking and, in addition to any other permits as may be required by Applicable Law, obtain a road opening permit and/or street closure permit from the City, pay any applicable permits fees, and comply with all requirements of Chapter 168, Article VIII of the Hoboken City Code as the same may be amended from time to time regarding such road opening permits. VzW shall coordinate any proposed trenching activities to coincide with the City's estimated road opening schedule for Harrison Street, which is included in**

the schedule attached hereto as Exhibit B, such that VzW is required to undertake trenching activities within Harrison Street prior to the City undertaking its planned road work. It is expressly understood and agreed that the Harrison Street road opening schedule, as set forth in Exhibit B, is an estimated schedule and that the dates set for the therein may change due to foreseeable and unforeseeable circumstances. Accordingly, VzW shall notify the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking of VzW's intent to open Harrison Street and/or the sidewalk prior to commencing said work to allow the City the opportunity to approve or reject said opening. In accordance with Hoboken City Code 168-60A, VzW shall not be permitted to trench within Harrison Street for a period of sixty (60) months after completion of the City's planned road work.

VzW shall notify the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking of the completion of construction. Upon completion of construction and installation of the Telecommunications Facilities, VzW shall provide the City Engineer with two (2) copies of as-built drawings showing the location of the Telecommunications Facilities, utility pole 661HOB, the public right-of-way at approximately 60 Harrison Street, and any other relevant features including any manholes or handholes in the right-of-way.

Section 5. Scope of Use Agreement.

Any and all rights expressly granted to VzW under this Use Agreement, which shall be exercised at VzW sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the municipal right-of-way exclusively or concurrently with any other person or persons, **and shall be further subject to all deeds,**

easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal right-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in VzW a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to the notification and coordination provisions of Section 4 herein and obtaining the written permission of the owner(s) of affected property and VzT (as the owner of existing utility pole 661 HOB), which shall be the sole responsibility of VzW to undertake and obtain, the City hereby authorizes and permits VzW to enter upon the City's right-of-way at approximately 60 Harrison Street to construct, attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its Telecommunications Facilities on utility pole 661 HOB.

VzW, in the performance and exercise of its rights and obligations under this Use Agreement, shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water lines, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by All Applicable Laws.

VzW acknowledges its willingness to cooperate with the City and its agents for the proper coordination of all work in connection with any planned or future improvements undertaken by the City. VzW's Telecommunications Facilities shall by relocated, adjusted or supported as required for any future improvements constructed on behalf of the City (but not by the City for any third party's benefit) in the public right-of-way by VzW at no cost to the City. In the event that VzW desires to relocate its Telecommunications Facilities from the area

depicted in Exhibit A, the City agrees that it will use its best efforts to accommodate VzW's relocation request.

Whenever the installation, removal, repair or relocation of VZW's Telecommunications Facilities is required or permitted and such installation, removal, repair or relocation shall cause the public right-of-way to be damaged, VzW, at its sole cost or expense shall promptly repair and return the public right-of-way to its condition as of the day of the installation of the Telecommunications Facilities, subject to normal wear and tear and damage beyond VzW's control. If VzW does not repair the public right-of-way as required, the City shall have the option, upon thirty (30) days written notice to VzW to perform or cause to be performed such reasonable and necessary work on behalf of VzW and to charge VzW for the reasonable costs incurred by the City. Upon the receipt of the demand for payment, VzW shall promptly reimburse the City for such cost within ten (10) days of receipt of an invoice. VzW shall be liable for any and all reasonable costs and fees associated with reimbursement, including, but not limited to, interest at prevailing rates if the City is not paid within ten (10) days of receipt of an invoice by VzW.

Whenever VzW's Telecommunications Facilities are modified, VzW shall provide the City with a revised Exhibit A which depicts the modifications to the Telecommunications Facilities.

Section 6. Compliance with All Applicable Laws.

VzW shall comply with All Applicable Laws, including those ordinances that may be adopted by the City pertaining to the installation of telecommunications services in the public rights-of-way, as well as existing and future ordinances regulating street openings, street closures and other permitted activities in the public rights-of-way.

Section 7. Municipal Costs.

VzW agrees to pay the reasonable costs incurred by the City by reason of VzW's application to install its Telecommunications Facilities within the public right-of-way, including, but not limited to, the City's reasonable attorneys' fees for the negotiation and preparation of this Use Agreement and the accompanying Resolution authorizing its execution in the amount of $2,500. In consideration of the foregoing VzW also agrees to pay the following sums to the City:

7.1 $1,000 administrative fee for the consideration of VzW's application to own, construct, attach, install, operate, and maintain its Telecommunications Facilities within the City's public right-of-way as depicted in Exhibit A.

7.2 $500 administrative fee for the submission of any subsequent modified or expanded occupancy application for areas not shown in Exhibit A. At the time of the submittal of any subsequent modified or expanded occupancy application for areas not shown in Exhibit A, VzW shall also submit to the City an updated Exhibit A which depicts VzW's existing and proposed modified or expanded occupancy. VzW acknowledges that it must adhere to the notification, coordination and permitting requirements set forth in Sections 4, 5 and 6 herein.

Section 8. Duration of Consent.

This Use Agreement shall be effective as of the Effective Date and shall extend for an initial term of five (5) years commencing on the Effective Date. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless VzW terminates it at the end of the then current term by giving the City written notice of the intent to terminate at least six (6) months prior to the end of the then current term

Section 9. Intentionally Omitted.

Section 10. Indemnification.

VzW, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of VzW, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful or intentional misconduct of the City or its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees, it being expressly understood that the City has not waived its rights or immunities pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be reasonably incurred by the City in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with the activities of VzW, its successors and assigns, pursuant to the rights granted in this Use Agreement.

Section 10. Notices.

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To VzW at:

New York SMSA Limited Partnership, dba Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921
Attn: Network – Real Estate

To the Municipality: City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attn: Municipal Clerk

With a copy to: Office of Corporation Counsel
94 Washington Street
Hoboken, NJ 07030

Section 11. Liability Insurance.

VzW shall at all times maintain at its own cost and expense a commercial general liability or excess liability insurance policy with a combined single limit of at least Five Million Dollars ($5,000,000.00) insuring VzW for liability for any bodily injury (including death) and property damage including personal and advertising injury and naming the City as an additional insured as their interests may appear under this agreement. VzW shall obtain and maintain at all times during the term of this Use Agreement workers compensation insurance in compliance with the statutory requirements of the State of New Jersey and employer's liability insurance in an amount of Five Hundred Thousand Dollars ($500,000.00) each accident/disease/policy limit.

Prior to the commencement of any work pursuant to this Use Agreement, VzW shall file with the City Certificates of Insurance evidencing the coverages required herein. VzW shall use its best efforts to assure that the City shall receive thirty (30) days notice prior to the cancellation of the policies of insurance required herein. VzW will provide the City with proof of the renewal of each of the policies required herein during the term of this Use Agreement and any extension.

The City shall notify VzW within fifteen (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of VzW's or its sub-contractors', agents', employees', officers', servants', designees', guests' and invitees' activities pursuant to the rights granted in this Use Agreement.

Section 12. Assignment.

VzW may sell, assign or transfer this Use Agreement without the need for any approval or consent of the City to VzW's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of VzW's assets in the market defined by the Federal Communications Commission in which the Utility Pole is located by reason of a merger, acquisition or other business reorganization. Except as provided in the previous sentence, VzW may not assign this Use Agreement without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed after written notice to the City of the request and action or approval by the City as required by law.

Section 13. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto.

Section 14. Governing Law; Jurisdiction.

This Use Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without reference to its conflict of law principles. If suit is brought by a Party to this Use Agreement, the Parties agree that trial of such suit shall be vested exclusively in the state courts of New Jersey in Hudson County or the United States District Court for the District of New Jersey.

Section 15. Prior Agreements.

This Use Agreement contains the entire understanding of the Parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 16. Modification of Agreement.

This Use Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the Party against whom enforcement thereof is sought.

Section 17. Exhibits

All exhibits referred to in this Use Agreement and any addenda, attachments, and schedules which may from time to time be referred to in any duly executed amendment to this Use Agreement are incorporated in this Use Agreement by referenced and are deemed a part of this Use Agreement.

Section 18. Headings

The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 19. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Use Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

Section 20. Notice of Displacement

To the extent that the City has actual knowledge of the displacement of VzW's Telecommunications Facilities, it will inform VzW on learning of same.

Section 21. Consent Criteria

In the case where approval or consent of one Party is required, requested or otherwise to be given under this Use Agreement, the party providing approval or consent shall not

unreasonably delay, condition or withhold its approval or consent. However, both Parties recognize that formal action by the City to give its approval or consent may require the approval of the governing body of the City.

Section 22. Waiver of Breach

The waiver by either Party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of this Use Agreement.

Section 23, Representations and Warranties.

Each of the Parties to this Use Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties' respective obligations.

Section 24. Entire Agreement

This Use Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter of this Use Agreement which are not fully expressed herein.

Section 25. Counterparts.

This Use Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

VERIZON WIRELESS Witness

NEW YORK SMSA LIMITED PARTNERSHIP
d/b/a VERIZON WIRELESS

BY CELLCO PARTNERSHIP, its General Partner

By:_____
Name: David R. Heverling
Title: Area Vice President Network

CITY OF HOBOKEN

Witness

_____

Print Name:_____
Mayor

Dated:_____

_____

Print Name:_____
City Clerk

Dated:_____

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

Sent Via E-Mail and Regular Mail

May 27, 2015

RECEIVED
JUN - 1 2015
OFFICE OF THE BUSINESS ADMINISTRATOR
HOBOKEN, N.J.

Mr. Stephen Marks
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Verizon Wireless
Placement of Small Cell/oDAS Wireless Equipment
Location: 60 Harrison Street
Hoboken, NJ
Our File No. HO-468

Dear Mr. Marks:

Boswell McClave Engineering (Boswell) has received and reviewed your two (2) page-e-mail dated April 27, 2015 containing attached e-mails from Terry Turner, Senior Consultant with Tilson in regard to Verizon Wireless (VZW) placing Small Cell/oDAS Wireless Equipment on a Verizon Telephone Pole (VZT) in the public right-of-way with no equipment to be placed on the ground. We have also received and reviewed a copy of a three (3) page signed Zoning Application dated February 3, 2015 containing a drawing, Sheet C-1, Rev. 2, last revised 2/6/15 entitled, "Pole 661HOB Elevation," as prepared by amec (see attached) and a memorandum from Terry Turner to Ann Holtzman dated February 12, 2014.

Pursuant to Ms. Holtzman's memorandum stating:

> *VZW is proposing to place small cell/oDAS wireless equipment on an existing utility pole located in the public right-of-way in Hoboken. The pole number is 661HOB and is owned by VZT. The location is at approximately 60 Harrison Street and is entirely within the public right-of-way in which the utility pole owner has the right to place its own equipment upon the pole. VZW has executed a pole licensing agreement with VZT that grant VZW the right to place small cell equipment on VZT's poles, subject to any state or municipal permits.*
>
> *The memorandum further references a conversation between the above referenced parties noting that Ms. Holtzman verbally advised Mr. Turner that no zoning permit was required for VZW to attach small cell equipment on existing utility poles in a public right-of-way and that VZW should proceed with a building permit application."*

Based upon Boswell's review of the above referenced documents, we take no exception to the Placement of Small Cell/oDAS Wireless Equipment, by VZW on a VZT pole at or near 60 Harrison Street, Pole 661HOB as depicted on the drawing contained herein (Sheet Number C-1).

If you require any additional information please feel free to contact our office.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

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

Attachments

JAP/jmc
cc: Ann Holtzman, Zoning Officer

150527efsL11

BOSWELL
EST. 1924
ENGINEERING

TILSON

245 COMMERCIAL STREET – SUITE 203
PORTLAND, MAINE 04101
OFFICE: 207-358-7461 - CELL: 207-956-3440
tturner@tilsontech.com

MEMORANDUM

TO: STEPHEN MARKS
FROM: TERRY TURNER
SUBJECT: VERIZON WIRELESS SMALL CELL/oDAS EQUIPMENT
DATE: MARCH 10, 2015

Attached you will find the requested full sized drawing of the small cell/oDAS wireless equipment that Verizon Wireless (VzW) is proposing to place on an existing utility pole located in the public right-of-way in Hoboken. The pole is numbered 661 HOB and is owned by Verizon Telephone (VzT). The location is at approximately 60 Harrison Street and is entirely within the public right-of-way in which the utility pole owner has the right to place its own equipment upon the pole. VzW has executed a pole licensing agreement with VzT that grants VzW the right to place small cell equipment on VZT's poles, subject to any state or municipal permits.

The zoning officer has stated that a zoning permit is not required because it is located in the public right-of-way, but the VzW proposal needs to go to you for review by the city engineer and possible approval by the mayor or the city council. Please advise on the next steps so that Verizon Wireless can apply for a building permit. Thank you.

Correspondence to:
Terry Turner
Tilson Technology
245 Commercial Street – Suite 203
Portland, ME 04101
207-358-7461
tturner@tilsontech.com

RECEIVED
MAR 12 2015
OFFICE OF THE BUSINESS ADMINISTRATOR
HOBOKEN, N.J.

TILSON

245 COMMERCIAL STREET – SUITE 203
PORTLAND, MAINE 04101
OFFICE: 207-358-7461 - CELL: 207-956-3440
tturner@tilsontech.com

MEMORANDUM

TO: ANN HOLTZMAN

FROM: TERRY TURNER

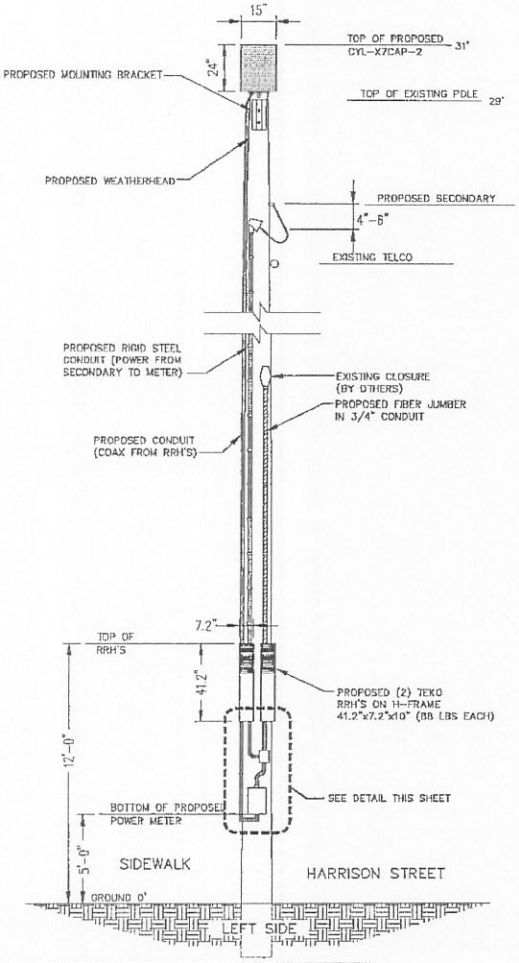
SUBJECT: VERIZON WIRELESS SMALL CELL/oDAS EQUIPMENT

DATE: FEBRUARY 12, 2014

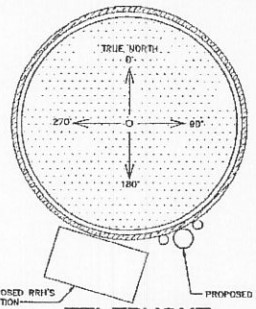
VzW is proposing to place small cell/oDAS wireless equipment on an existing utility pole located in the public right-of-way in Hoboken. The pole is numbered 661 HOB and is owned by Verizon Telephone (VzT). The location is at approximately 60 Harrison Street and is entirely within the public right-of-way in which the utility pole owner has the right to place its own equipment upon the pole. VzW has executed a pole licensing agreement with VzT that grants VzW the right to place small cell equipment on VZT's poles, subject to any state or municipal permits. The attached plans depict the equipment to be placed on the above described VZT utility pole

Recently we spoke on the phone and you advised me that no zoning permit was required for Verizon Wireless to attach small cell equipment on existing utility poles in a public right-of-way and that VZW should proceed with a building permit application. VZW has asked for confirmation that a zoning permit is not required for the work depicted in the attached drawings. Could you please confirm that no zoning permit is required? Thank you for assistance.

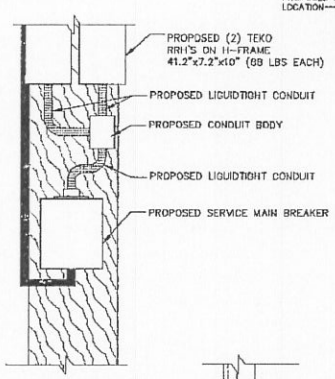
NOTES:
1. ALL WIRE CONDUCTORS SHALL BE #10AWG THWN



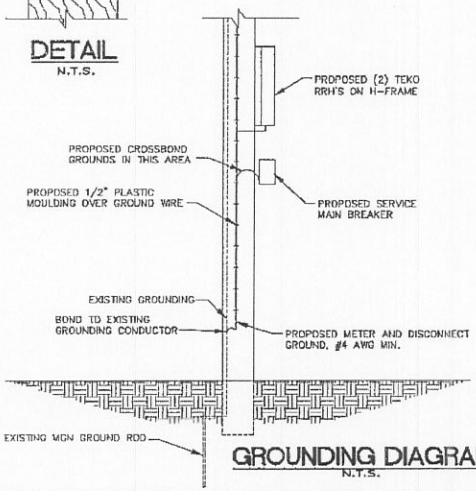
POLE 661HOB ELEVATION
N.T.S.



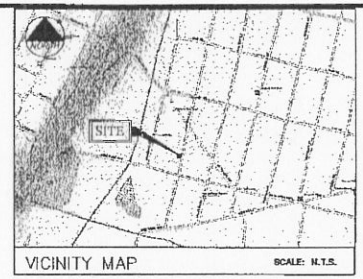
TELEPHONE POLE TOP VIEW
N.T.S.



DETAIL
N.T.S.



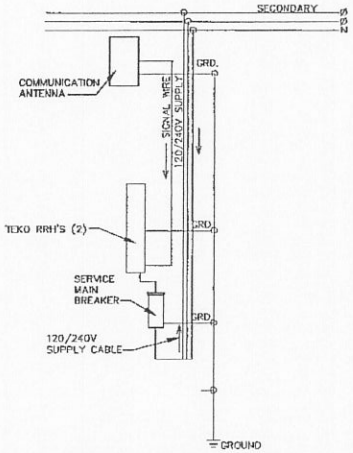
GROUNDING DIAGRAM
N.T.S.



VICINITY MAP SCALE: N.T.S.

GENERAL NOTES

1. SITE NAME:	OBSERVER HWY & HARRISON SC
2. SITE LOCATION:	60 HARRISON STREET HOBOKEN, NJ 07030 HUDSON COUNTY
3. POLE OWNER:	VERIZON
4. SERVICE AREA:	ELCO – PSE&G, TELCO – VERIZON
5. APPLICANT:	CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS
6. EXISTING POLE LOCATION:	LATITUDE: 40.737811 LONGITUDE: -74.042556 GROUND EL. = 6.0'±
7. POLE NUMBER:	661HOB



GENERAL WIRING DIAGRAM
N.T.S.

0 1 2 3
ORIGINAL SIZE IN INCHES

PLANS PREPARED FOR:
verizonwireless

PROJECT INFORMATION
OBSERVER HWY –
HARRISON SC
60 HARRISON STREET
HOBOKEN, NJ 07030
(HUDSON COUNTY)

PLANS PREPARED BY:
amec
511 Congress St, Portland ME 04101
P: (207) 828-2023 F: (207) 774-1248 www.amec.com

PROJECT COORDINATION & MANAGEMENT:
TILSON
4644 Ver Plank Road, Clay NY 13041
P: (207) 591-6427 F: (207) 772-3427

SEAL

REV	DATE	ISSUED FOR
2	2/6/15	FOR CLIENT REVIEW
1	12/05/14	FOR CLIENT REVIEW
0	9/30/14	FOR CLIENT REVIEW

PROJECT NO: 3618148348

DRAWN BY: CBM

RELEASED BY: MSD

SHEET TITLE
POLE
661HOB
ELEVATION

SHEET NUMBER	REVISION:
C-1	2

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CITY OF HOBOKEN TO ENTER INTO A RIGHT-OF-WAY USE AGREEMENT WITH CROSS RIVER FIBER, LLC TO INSTALL TELECOMMUNICATIONS FACILITIES ON EXISTING UTILITY POLES OR IN UNDERGROUND CONDUIT WITHIN THE CITY'S PUBLIC RIGHTS-OF-WAY

WHEREAS, Cross River Fiber, LLC s ("CRF") has been approved by the New Jersey Board of Public Utilities ("NJBPU") to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011; and

WHEREAS, pursuant to such authority granted by the NJBPU, CRF may locate, place, attach, install, operate and maintain facilities within municipal rights-of-way for purposes of providing telecommunications services; and

WHEREAS, CRF has proposed to install telecommunication facilities on existing utility poles or within underground conduits within the City of Hoboken's ("City") public right-of-ways throughout the City for purposes of providing telecommunication services; and

WHEREAS, it is deemed to be in the best interest of the City and its citizenry for the City to grant CRF the non-exclusive right to use and occupy the public rights-of-way within the City to install, operate and maintain telecommunication facilities on existing utility poles or within underground conduit and for no other purpose whatsoever; and

WHEREAS, the City has agreed to enter into a Right-of-Way Use Agreement with CFR, pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12, which Agreement fully expresses the terms and conditions under which the parties agree to the use and occupancy of the public rights-of-way within the City;

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Hoboken in the County of Hudson as follows:

1. The City Council hereby authorizes execution of the Right-of-Way Use Agreement, as attached hereto, or an agreement substantially similar without any substantive changes; and,

2. The City Council hereby authorizes the Mayor and her Administration to notify Cross River Fiber, LLC of the Council's authorization of this Right-of-Way Use

Agreement and its acceptance of all the terms and obligations therein.

3. The Mayor, her Administration and Corporation Counsel are hereby authorized to proceed to execute and finalize said Right-of-Way Use Agreement, or one substantially similar with no substantive changes, expeditiously, and to take any and all steps necessary to effectuate the Agreement.

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Asst. Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President				

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 08 2015

CITY CLERK

NON-EXCLUSIVE

RIGHTS-OF-WAY USE AGREEMENT

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated _____, 2015 (the "Effective Date"), and entered into by and between the City of Hoboken ("City"), a New Jersey municipal corporation, having its address at 94 Washington Street, Hoboken New Jersey, 07030, and Cross River Fiber, LLC ("CRF"), a Delaware limited liability corporation, with offices located at 382 Springfield Avenue, Suite 409, Summit, New Jersey 07901. City and CFR from time to time shall be referred to as a "party" and collectively as "parties."

RECITALS

WHEREAS, CRF has been approved by the New Jersey Board of Public Utilities ("NJBPU") to provide local exchange and interexchange telecommunications services throughout the State of New Jersey by Order of Approval in Docket No. TE11050320 on July 14, 2011. Pursuant to such authority granted by the NJBPU, CRF may locate, place, attach, install, operate and maintain facilities within municipal rights-of-way for purposes of providing telecommunications services; and

WHEREAS, CRF proposes to place its telecommunication facilities aerially on existing utility poles or in underground conduit in the public rights-of-way within the City; and

WHEREAS, the City has agreed to enter into this Use Agreement pursuant to N.J.S.A. 48:17-10 through N.J.S.A. 48:17-12; and

WHEREAS, the consent granted herein is for the non-exclusive use by CRF of the public rights-of-way within the City for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system;

NOW THEREFORE, in consideration of the mutual covenants and obligations hereinafter set forth, the City and CRF hereby agree to and with each other as follows:

Section 1. Definitions.

a. "All Applicable Laws" shall mean applicable laws and regulations of the United States, the State of New Jersey and the City of Hoboken.

b. "CRF" is the grantee of rights under this Use Agreement and is known as Cross River Fiber, LLC, its successors and assigns.

c. "NJBPU" is the New Jersey Board of Public Utilities.

d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.

e. "Rights-of-Way" means the areas devoted to passing under, over, on or through lands with public utility facilities.

f. "City" is the grantor of rights under this Use Agreement and is known as the City of Hoboken, County of Hudson, State of New Jersey.

g. "Utility Pole" means, in addition to its commonly accepted meaning, any wires or cable connected thereto and any replacement thereof which are similar in construction and use.

h. "Backbone Route" means, the primary fiber optic network route designed by CRF to traverse the public rights of way in the City. For informational purposes only, and not with the intent to expand the definition of Backbone Route, CRF also

intends that spurs or lateral fiber routes will be constructed from the Backbone Route to serve specific customers or buildings.

Section 2. Grant of Consent.

The City hereby grants CRF its consent for the non-exclusive use of the public rights-of-way in the City for the purpose of owning, constructing, installing, operating, and maintaining a telecommunications system. The consent granted herein shall be for the performance of work within the rights-of-way of the City which will be identified by CRF at the time that CRF notifies the City pursuant to the requirements of Section 4, 5 and 6 herein.

Section 3. Termination.

Either party may terminate this Use Agreement upon forty-five (45) days prior written notice to the other party upon a material default of any material covenant or term hereof by the other party, which default is not cured within forty five (45) days of receipt of written notice of default. Provided however, that the grace period for curing a monetary default shall be ten (10) days from receipt of notice.

Section 4. Project Description.

This Use Agreement shall only entitle CRF to install its telecommunications system in the public rights-of-way identified by CRF at the time it makes notification to the City pursuant to this Section 4. Any construction undertaken pursuant to this Use Agreement shall require fifteen (15) days prior written notice by CRF to the Business Administrator, City Engineer, Police Department and Director of Transportation and Parking and compliance with All Applicable Laws. CRF shall provide a written description of the construction to be undertaken, including a construction schedule and map depicting the intended location of CRF's telecommunications system (including proposed Backbone Route, equipment, poles, manholes,

handholes and other features through which CRF proposes to own, construct, install, operate, repair and maintain a telecommunications system) and CRF shall coordinate the timing of its proposed work with the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking before scheduling and commencing any construction. Prior to commencing any street closure or excavation work, CRF or its authorized contractor shall notify and coordinate the planned activities with the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking and, in addition to any other permits as may be required by All Applicable Law, obtain a road opening permit and/or street closure permit from the City, pay any applicable permits fees, and comply with all requirements of Chapter 168, Article VIII of the Hoboken City Code as same may be amended from time to time regarding such road opening permits. CRF shall coordinate any proposed trenching activities to coincide with the City's estimated road opening schedule attached hereto as Exhibit A such that CRF is required to undertake trenching activities within the streets noted in Exhibit A prior to the City undertaking its planned road work. It is expressly understood and agreed that the road opening schedule attached hereto as Exhibit A is an estimated schedule and that the dates set forth therein may change due to foreseeable and unforeseeable circumstances. Accordingly, CFR shall notify the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking of CFR's intent to open any roadways and/or sidewalks prior to commencing said work to allow the City the opportunity to approve or reject said opening. CRF shall not be permitted to trench within the roads listed in Exhibit A for a period of sixty (60) months after the completion of the City's planned road work. CRF shall notify the Business Administrator, City Engineer, Police Department, and Director of Transportation and Parking of the completion of construction.

Upon completion of construction and installation of the telecommunications system, CRF shall provide the City Engineer with two copies of as-built drawings for the telecommunications system showing the location of CRF's facilities, including any manholes or handholes located in the public rights-of-way.

Section 5. Scope of Use Agreement.

Any and all rights expressly granted to CRF under this Use Agreement, which shall be exercised at CRF's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the City's rights-of-way exclusively or concurrently with any other person or persons, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in CRF a real property interest in land, including any fee, leasehold interest, easement, or any other form of interest or ownership.

Subject to the notification and coordination provisions of Section 4 herein and obtaining the written permission of the owner(s) of affected property or owners of existing Utility Poles, which shall be the sole responsibility of CRF to undertake and obtain (copies of which written permission have heretofore been provided to the City), the City hereby authorizes and permits CRF to enter upon the City's rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate and replace its telecommunications facilities, in or on Utility Poles, conduit or other structures owned by public utility companies or to be constructed by CRF located within the City's rights-of-way as may be permitted by the public utility company or property owner, as the case may be.

CRF, in the performance and exercise of its rights and obligations under this Use Agreement shall not interfere in any manner with the existence and operation of any and all public and private rights-of-way, sanitary sewers, water lines, storm drains, gas mains, poles, aerial and underground electrical and telephone wires, electroliers, cable television, and other telecommunications, utility, or municipal property, without the express written approval of the owner or owners of the affected property or properties, except as permitted by All Applicable Laws.

CRF acknowledges its willingness to cooperate with the City and its agents for the proper coordination of all work in connection with any planned or future improvements undertaken by the City. CRF's facilities shall by relocated, adjusted or supported as required for any future improvements constructed on behalf of the City (but not by the City for any third party's benefit) in the public rights of way by CRF at no cost to the City. In the event that CRF desires to relocate its telecommunications system from the area where it is originally constructed, the City agrees that it will use its best efforts to accommodate CRF's relocation request.

Whenever the installation, removal, repair or relocation of CRF's facilities is required or permitted and such installation, removal, repair or relocation shall cause the public rights-of-way to be damaged, CRF, at its sole cost or expense shall promptly repair and return the public rights-of-way to a condition at least as good as that existing prior to the work. If CRF does not repair the public rights-of-way as required, the City shall have the option, upon thirty (30) days written notice to CRF, to perform or cause to be performed such reasonable and necessary work on behalf of CRF and to charge CRF for the actual costs incurred by the City. Upon the receipt of the demand for payment, CRF shall promptly reimburse the City for such cost within thirty (30) days of receipt of an invoice. CRF shall be liable for any and all costs and fees associated with

reimbursement, including but not limited to interest at prevailing rates if the City is not paid within thirty (30) days of receipt of an itemized invoice by CRF.

Whenever CRF's facilities are relocated, in addition to addressing the requirements of Section 7.2 herein, CRF shall provide the City with information identifying the right-of-way occupied by CRF including a map depicting the then-current location of CRF's telecommunications system (including proposed Backbone Route, equipment, poles, manholes, handholes and other features through which CRF owns, operates, repairs and maintains its telecommunications system within the City) within thirty (30) days of the completion of the relocation work.

Section 6. Compliance with All Applicable Laws.

CRF shall comply with All Applicable Laws, including those ordinances that may be adopted by the City pertaining to the installation of telecommunications services in the rights of way, as well as existing and future ordinances regulating street openings, street closures and other permitted activities in the right-of-way.

Section 7. City Costs.

CRF agrees to pay the reasonable costs incurred by the City by reason of CRF's application to install its telecommunications system within the public rights-of-way, including, but not limited to, the City's attorneys' fees for the negotiation and preparation of this Use Agreement and the accompanying Resolution authorizing its execution in an amount up to $2,500. In consideration of the foregoing CRF also agrees to pay the following sums to the City:

7.1 $1,000 administrative fee for the consideration of CRF's application to own, construct, install, operate, repair and maintain a telecommunications system within the City's public rights-of-way.

7.2 $500 administrative fee for the submission of each subsequent modified or expanded occupancy application. At the time of the submittal of each subsequent modified or expanded occupancy application, CRF shall also submit to the City information identifying CRF's existing and proposed modified or expanded occupancy. CRF acknowledges that it must adhere to the notification, coordination and permitting requirements set forth in Sections 4, 5 and 6 herein.

7.3 The parties recognize that New Jersey municipalities may impose reasonable fees on telecommunications services providers for actual municipal services made related to the management and maintenance of the public rights-of-way. The parties have been unable to reach agreement regarding compensation to the City to defray the city's reasonable costs in connection with the ongoing maintenance of its public rights-of-way. The parties, therefore, agree to continue to use their best efforts to reach agreement on this issue of such compensation. In the event the parties have not reached agreement within six (6) months from the effective date of this Agreement, each party hereby reserves its respective right to pursue resolution of the issue by filing legal action in a court of competent jurisdiction. This provision regarding unsettled compensation applies only to the issue of the reasonable costs in connection with ongoing maintenance by the City with respect to its rights-of-way. The parties acknowledge and agree that the parties have reached agreement with respect to the issue of attorneys' fees, and the administrative fees as referenced in this Section 7, including Subsections 7.1 and 7.2.

7.4 Should the City negotiate contracts with other telecommunications companies on terms or conditions that are more favorable than set forth in these provisions, such terms and conditions shall be extended to CRF as of the date that the more favorable terms are approved by the City Council; however no refunds shall be made to CRF for any payment made prior to the

approval of more favorable terms by the City Council.

Section 8. Duration of Consent.

This Use Agreement shall be effective as of the Effective Date and shall extend for an initial term of ten (10) years commencing on the Effective Date, unless it is earlier terminated by either party in accordance with the provisions herein. Upon the expiration of the initial term or a prior extension term, this Use Agreement shall be extended for up to three (3) additional terms of ten (10) years each upon the terms and conditions set forth herein, provided that the City adopts a Resolution extending the term of this Use Agreement, and further provided that CRF notifies the City at least six (6) months prior to the expiration of the initial term or then effective term.

Section 9. City Use of Fiber.

CRF agrees to dedicate two (2) strands of its digital fiber optic cable to the City in any Backbone Route constructed by CRF in the City, said strands being terminated and marked at each end for City use. Said strands may be used only for the City's own governmental purposes, which purposes shall exclude the provision of telecommunications or Internet service to entities other than the City and its departments, offices or agencies. The term "strand" as used herein means an individual fiber optic strand within a fiber optic cable in any Backbone Route constructed by CRF in the right-of-way in the City. In the event that CRF submits a modified or expanded occupancy application, as set forth in Section 7.2 herein, CRF shall be obligated to dedicate two (2) strands of its digital fiber optic cable to the City in the modified or expanded Backbone Route upon the same terms and conditions as set forth within this Section 9. CRF shall not bear the cost of connecting and "lighting" any City fiber optic cable to the two (2) strands of digital fiber optic cable dedicated to the City by CRF.

Section 10. Indemnification.

CRF, its successors and assigns shall indemnify, defend, and hold harmless the City, its successors and assigns, elected officials, officers, and employees, from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of the actions of CRF, its successors and assigns pursuant to the rights granted in this Use Agreement. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the City in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with the activities of CRF, its successors and assigns pursuant to the rights granted in this Use Agreement. Notwithstanding the foregoing, the indemnification and defense obligations of CRF, its successors or assigns pursuant to this Use Agreement shall not arise hereunder in connection with any and all claims, demands, suits, actions at law or equity or otherwise arising from the willful acts or gross negligence of the City, its successors and assigns, elected officials, officers, and employees, it being expressly understood that the City has not waived its rights or immunities pursuant to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq.

Section 11. Notices.

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered personally, by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To CRF at: Cross River Fiber, LLC
Attn: Enzo Clemente, President & CEO
382 Springfield Avenue, Suite 409

Summit, NJ 07901
Telephone: 908-277-0105
vclemente@crossriverfiber.com

To the Municipality: City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attn: Municipal Clerk

With a copy to City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030
Attn: Corporation Counsel

Section 12. Liability Insurance.

CRF shall at all times maintain at its own cost and expense a comprehensive liability or excess liability insurance policy with a combined single limit of at least Five Million Dollars ($5,000,000.00) insuring CRF for liability for any death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein and naming the City as an additional insured. CRF shall obtain and maintain at all times during the term of this Use Agreement workers compensation insurance in the amounts required by the State of New Jersey. CRF shall also maintain employer's liability insurance in an amount not less than Five Hundred Thousand Dollars ($500,000.00).

Prior to the commencement of any work pursuant to this Use Agreement, CRF shall file with the City Certificates of Insurance with endorsements evidencing the coverages required herein. CRF shall use its best efforts to assure that the City shall receive thirty (30) days' notice prior to the cancellation of the policies of insurance required herein. CRF will provide the City with proof of the renewal of each of the policies required herein during the term of this Use Agreement and any extension.

The City shall notify CRF within fifteen (15) days after the presentation of any claim or demand to the City, either by suit or otherwise, made against the City on account of any of CRF's or its sub-contractors', agents', employees', officers', servants', designees', guests' and invitees' activities pursuant to the rights granted in this Use Agreement.

Section 13. Assignment.

CRF may not assign this Use Agreement without the prior express written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed after written notice to the City of the request and action or approval by the City as required by law, except that CRF shall have the right, upon notice to the City, to assign this Use Agreement without the City's consent, provided, however, that such assignment has been approved by the NJBPU. Notwithstanding the forgoing, the transfer of the rights and obligations of CRF hereunder to a parent, subsidiary, successor, financially viable affiliate, or pursuant to any merger, acquisition, reorganization, sale, or transfer of all or substantially all of CRF's assets or equity shall not be deemed as an assignment for the purposes of this Use Agreement, provided that the assignment has been approved by the NJBPU.

Section 14. Successors and Assigns.

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

Section 15. Governing Law; Jurisdiction.

This Use Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey, without reference to its conflict of law principles. If suit is brought by a party to this Use Agreement, the parties agree that trial of such suit shall be vested

exclusively in the state courts of New Jersey in Hudson County or the U.S. District Court for the District of New Jersey.

Section 16. Prior Agreements.

This Use Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

Section 17. Modification of Agreement.

This Use Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

Section 18. Exhibits

All exhibits referred to in this Use Agreement and any addenda, attachments, and schedules which may from time to time be referred to in any duly executed amendment to this Use Agreement are incorporated in this Use Agreement by referenced and are deemed a part of this Use Agreement.

Section 19. Headings

The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

Section 20. Invalidity.

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Use Agreement shall be construed in such manner so as

to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible.

Section 21. Notice of Displacement

To the extent that the City has actual knowledge of the displacement of CRF's facilities, it will inform CRF on learning of same.

Section 22 Consent Criteria

In the case where approval or consent of one party is required, requested or otherwise to be given under this Use Agreement, the party providing approval or consent shall not unreasonably delay, condition or withhold its approval or consent. However, both parties recognize that formal action by the City to give its approval or consent may require the approval of the governing body of the City.

Section 23. Waiver of Breach

The waiver by either party of any breach or violation of any provision of this Use Agreement shall not be deemed to be a waiver or continuing waiver of any subsequent breach or violation of this Use Agreement.

Section 24. Representations and Warranties.

Each of the parties to this Use Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the parties' respective obligations.

Section 25. Counterparts.

This Use Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth below.

Cross River Fiber, LLC

By:_____

Name: _____

Title: _____

Date: _____

Witness:

_____

CITY OF HOBOKEN

_____
Mayor

Dated: _____

Witness:

_____
City Clerk

Dated: _____

Exhibit A

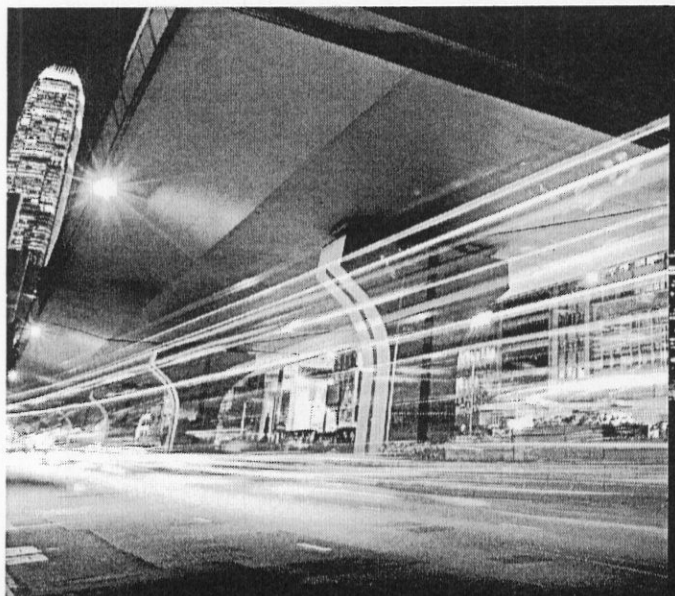
City of Hoboken
Road Opening Schedule

April 22nd to May 15th: Install inlets, pipe and finish all concrete work for the below noted roadways.

May 18th to 22nd: Milling and paving of all of the below noted roadways.

May 26th to June 7th: Layout and installation of bollards and striping/markings along the below noted roadways.

1. **Jackson Street from Paterson Avenue to 4th Street.** The major items of work entails handicap ramp replacement, a curb bump out with a rain garden at the SW corner of 1st, minor drainage improvements, traffic line striping/markings and milling/paving of the roadway.
2. **Jackson Street from Paterson Avenue to Newark Street.** The work entails only traffic line striping/markings. The contractor will be provided a supplemental plan for this work, however the quantities have already been accounted for in the bid.
3. **4th Street from Jackson Street to Monroe Street.** The major items of work entails handicap ramp replacement, minor drainage improvements, traffic line striping/markings and milling/paving of the roadway.
4. **4th Street from Monroe to Grand Street.** The major items of work entails handicap ramp replacement, minor drainage improvements and traffic line striping/markings. The milling/paving of the roadway will be completed by PSE&G.
5. **5th Street from Jackson Street to Madison Street.** The major items of work entails handicap ramp replacement, traffic line striping/markings and milling/paving of the roadway.
6. **Monroe Street from Observer Highway to 3rd Street.** The major items of work entails handicap ramp replacement, a curb bump out at the NE corner of 2nd, minor drainage improvements, traffic line striping/markings and milling/paving of the roadway.
7. **Monroe Street/7th Street Intersection.** The major items of work entails handicap ramp replacement, a curb bump out at the SE corner of 7th and minor drainage improvements.
8. **Monroe Street/8th Street Intersection**. The major items of work entails handicap ramp replacement and select curb/sidewalk replacement.
9. **6th Street/Jefferson Street Intersection**. The major items of work entail handicap ramp replacement and minor drainage improvements.



CROSSRIVER FIBER

INFORMATION TECHNOLOGY DEMANDS SPEED. Your business requires technology that enables fast and secure data transmission of your critical information. Control your company's ability to communicate at the speed of light with high bandwidth solutions through Cross River Fiber's robust fiber optic network. Whether you're seeking a specific network solution or your business demands security, diversity, scalability, ultra-low latency, unlimited bandwidth, increased data speed - ***we have you covered.***

CROSS RIVER FIBER PARTNERED WITH RIDGEMONT EQUITY PARTNERS

in 2014 to further support the industry's growing demands. Alongside management, Ridgemont, a trusted growth equity investor, will help drive the next phase of expansion. The investment will boost Cross River Fiber's development of its network into new markets by focusing on increasing demands for high-capacity, carrier-class bandwidth services in the financial, carrier, healthcare, education, government and enterprise sectors.

WE ARE CROSS RIVER FIBER

As a premier, New Jersey-based boutique telecommunications solutions provider, we design, construct and maintain our own independent network infrastructure. We provide the most effective, scalable and secure high-speed fiber optic network solutions to meet the demands and requirements of today's industry needs. We are first and foremost a customer service driven organization. As a client, you will work directly with us and we work directly ***for you.***

For more information visit:

WWW.CROSSRIVERFIBER.COM

Stay Connected:

ENTERPRISE & CARRIER solutions. Ultra-low **LATENCY.**
DARK FIBER networks. Government, **HEALTH CARE,** Education.

BEYOND LIGHT

YOUR PERFORMANCE DEPENDS ON THE NETWORK

Cross River Fiber has a unique and customized discipline to deploying network infrastructure. Our comprehensive approach to network service design and implementation concentrates on the current fiber landscape offered by other carriers and our method of bettering it.

SERVICES

DARK FIBER Provides an ultra-scalable, unlimited bandwidth connectivity solution that offers total control

WAVELENGTH Private conditioned wave services with fully managed optical spans

ETHERNET Layer 1 designed, Layer 2 delivered; dedicated 1 to 100 gigabit metro Ethernet options

FIBER CHANNEL Private and protected Layer 1 service

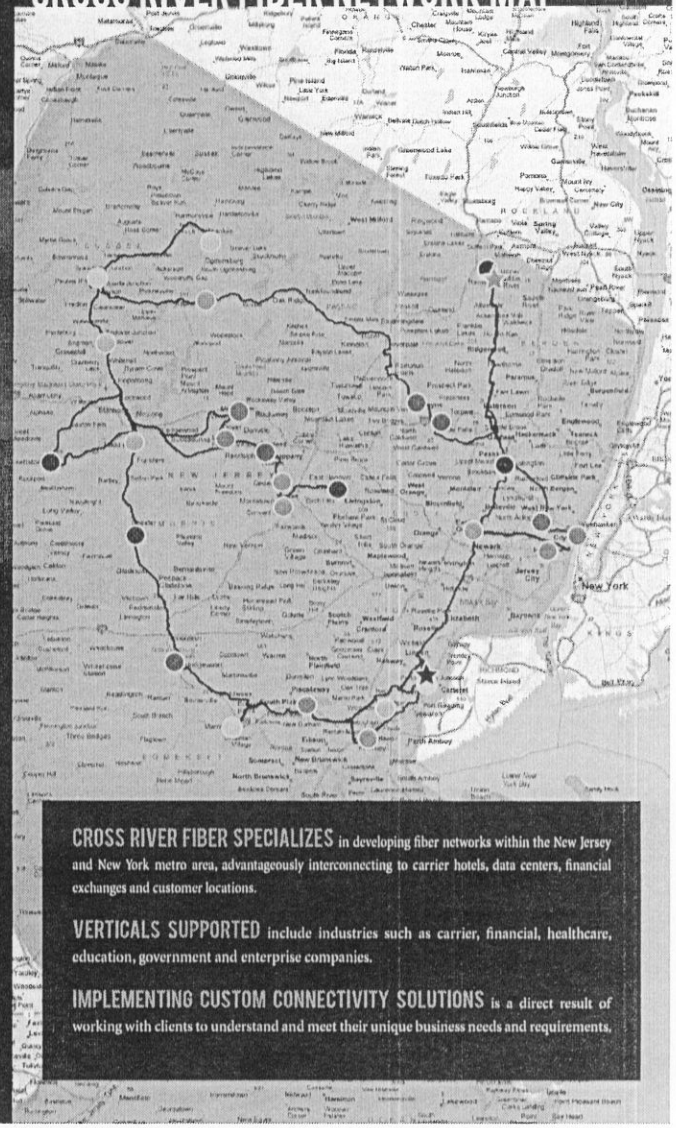
IP SERVICES Managed or unmanaged internet connection

SECURITY & ENCRYPTION Unparalleled encryption services offered with a network that is built edge to edge with security in mind

WIRELESS INFRASTRUCTURE Supporting the increasing demand for wireless//RF technology

- MAHWAH, NJ
- CLIFTON, NJ
- SECAUCUS, NJ
- WEEHAWKEN, NJ
- JERSEY CITY, NJ
- NEWARK, NJ
- CARTERET, NJ
- WOODBRIDGE, NJ
- EDISON, NJ
- DOVER, NJ
- CEDAR KNOLLS, NJ
- PISCATAWAY, NJ
- SOMERSET, NJ
- BRIDGEWATER, NJ
- CHESTER, NJ
- PARSIPPANY, NJ
- MORRISTOWN, NJ
- FLANDERS, NJ
- NEWTON, NJ
- FRANKLIN, NJ
- ANDOVER, NJ
- SPARTA, NJ
- WAYNE, NJ
- TOTOWA, NJ
- WHIPPANY, NJ
- HACKETTSTOWN, NJ
- ROCKAWAY, NJ
- CRF 1400 MONOPOLE
- CRF 1700 MONOPOLE

CROSS RIVER FIBER NETWORK MAP

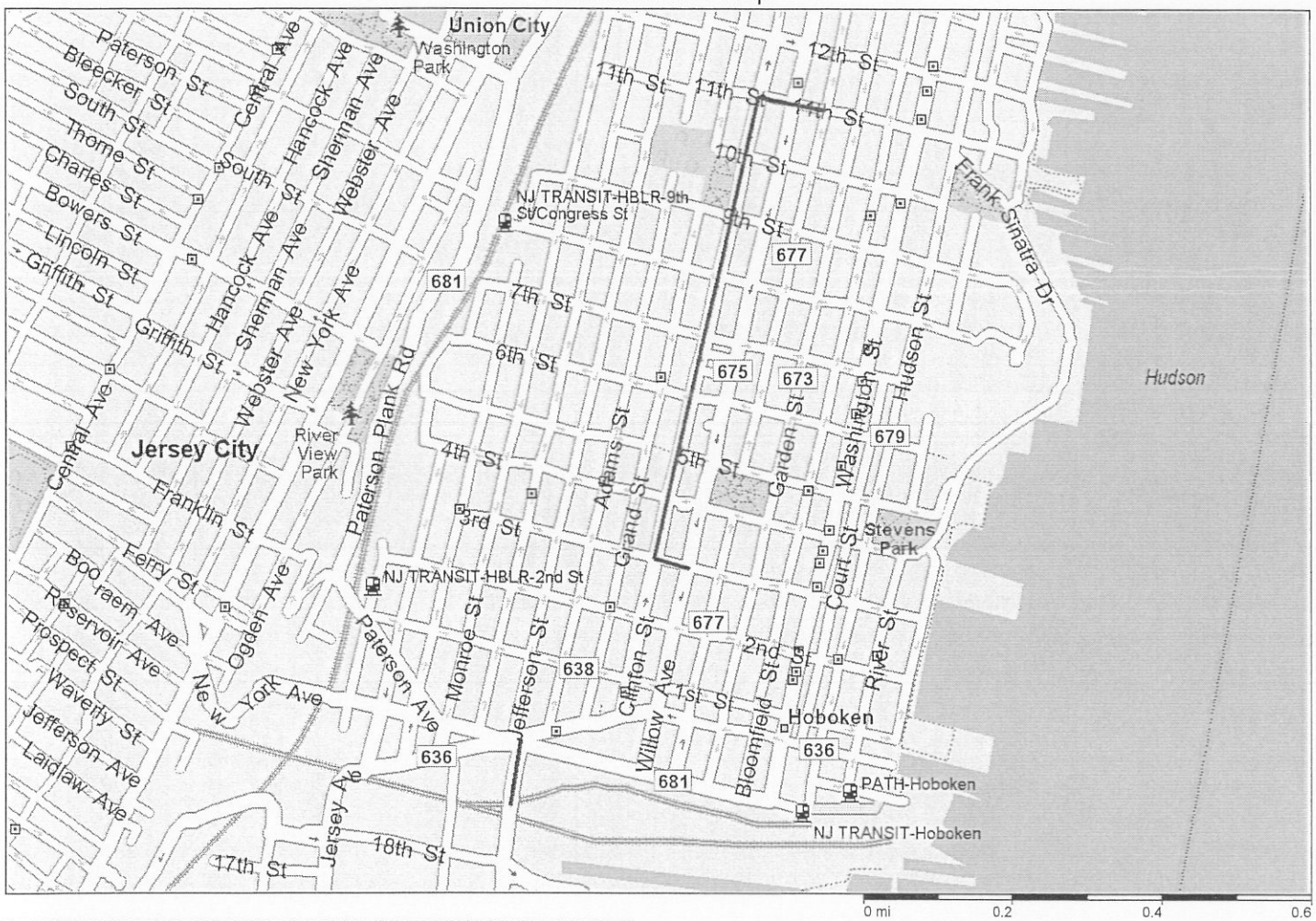


CROSS RIVER FIBER SPECIALIZES in developing fiber networks within the New Jersey and New York metro area, advantageously interconnecting to carrier hotels, data centers, financial exchanges and customer locations.

VERTICALS SUPPORTED include industries such as carrier, financial, healthcare, education, government and enterprise companies.

IMPLEMENTING CUSTOM CONNECTIVITY SOLUTIONS is a direct result of working with clients to understand and meet their unique business needs and requirements.

Hoboken ROW Map



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Introduced by: [signature]
Seconded by: [signature]

5

CITY OF HOBOKEN
RESOLUTION NO. :____

RESOLUTION APPROVING THE RECOGNITION OF AN EMPLOYEE TITLE WITH THE HOBOKEN MUNICIPAL EMPLOYEES ASSOCIATION

WHEREAS, there exists a Collective Bargaining Agreement (labor contract) between the City of Hoboken and the Hoboken Municipal Employees Association (HMEA); and

WHEREAS, there is an employee title held within the City that is not formally recognized in the language of the current labor contract; and

WHEREAS, the City and HMEA are desirous of recognizing the below listed title as part of the labor contract for this bargaining unit.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Hoboken hereby approves of the recognition of the following title within the HMEA labor contract, within Article I of said contract:

- Technical Assistant to Construction Official

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.

Meeting Date: July 8, 2015

Reviewed:
Quentin Wiest
Quentin Wiest
Business Administrator

Approved as to form:
[signature]
Alysia Proko ~~Mellissa Longo~~, Esq.
Asst. Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Bhalla	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 08 2015

[signature]

CITY CLERK

Introduced By: _____
Second By: _____

CITY OF HOBOKEN
RESOLUTION NO._____
RESOLUTION REIMBURSING CONSTRUCTION PERMIT FEES TO ELYSIAN CHARTER SCHOOL

WHEREAS, the property commonly known as Block 126, Lot 3 has been approved for construction, with the costs thereupon totaling approximately $2,013,000.00, for construction to Elysian Charter School.

WHEREAS, the cost for the Building, Electrical, Plumbing and Fire Protection permits are $ 37,039.00 and the DCA fee is $ 3,825.00.

WHEREAS, the City of Hoboken traditionally waives construction fees for schools when the underlying land is owned by the City, and the land at Block 126, Lot 3 is private, so the Construction Code Officially had no authority or precedent under which to initially waive the permit fees for Elysian Charter School.

WHEREAS, the Construction Code Office has to keep 20 percent of $37,039.00, or $7,407.80, as per State Rules and Regulations, and, therefore, a reimbursement of 80% of the permit fees, or $29,631.20, may be issued in consideration of the property being converted to a school.

NOW THEREFORE BE IT RESOLVED, the City Council authorizes reimbursement to the Elysian Charter School, with a common address: 301 Garden Street Hoboken New Jersey, 07030, the construction permit fees for which waiver is allowed, in the amount of $29,631.20; and,

BE IT FURTHER RESOLVED, a warrant may be drawn against the City Treasury in the amount of $29,631.20 in favor of Elysian Charter School, and this resolution shall constitute City Council authorization of any claim arising thereupon.

Meeting Date: July 8, 2015

Reviewed:

Quentin Wiest
Business Administrator

Approved as to form:

~~Mellissa Longo~~, Esq.
Corporation Counsel

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

JUL 08 2015

CITY CLERK

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino				✓
Elizabeth Mason				✓
David Mello				✓
Tim Occhipinti	✓			
Michael Russo	✓			
President Bhalla	✓			

Introduced by: _____
Seconded by: _____

8

CITY OF HOBOKEN
RESOLUTION NO. :___

RESOLUTION TO AUTHORIZE AN AMENDMENT TO THE SPECIAL LEGAL COUNSEL – CY2015 LABOR AND EMPLOYMENT COUNSEL CONTRACT WITH WEINER LESNIAK FOR AN INCREASE IN A NOT TO EXCEED AMOUNT BY THIRTY FIVE THOUSAND DOLLARS ($35,000.00) AND FOR THE SAME TERM (JANUARY 1, 2015 THROUGH DECEMBER 31, 2015)

WHEREAS, service to the City as Special Counsel – Labor and Employment Counsel is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, the City of Hoboken published its annual Request for Qualifications for the Professional Services of Special Legal Counsel-Labor and Employment Counsel in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which Weiner Lesniak responded to; and,

WHEREAS, **Weiner Lesniak** is hereby required to continue 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, in accordance with the direction of the Administration, the City Council is now asked to amend a contract to Weiner Lesniak for Special Legal Counsel – CY2015 Labor and Employment Counsel to the City of Hoboken for an increase in the contract amount by $35,000.00, for a total contract amount of One Hundred Sixty Thousand Dollars ($160,000.00), with the same one (1) year term to commence on January 1, 2015 and expire December 31, 2015 ($36,647.67 of the original 125,000.00 is remaining as of June 30, 2015); and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $35,000.00 is available in the following appropriation 50120156020 **in the CY2015 budget 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 CY2015 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, that a contract with Weiner Lesniak to represent the City as Special Legal Counsel- CY2015 Labor and Employment Counsel be amended, for the same term to expire December 31, 2015, but with an increase in the not to exceed amount by $35,000.00, for a total not to exceed amount of $160,000.00; and

BE IT FURTHER RESOLVED, the contract shall include the following term: Weiner Lesniak shall be paid maximum hourly rates of $150.00/hour for attorneys, $50.00/hour for paralegals, and $20/hour for support staff for services rendered, these are the only charges for services allowable under this agreement, and charges for filing fees and costs shall be allowable, but must be clearly identified and described in full in the appropriate monthly invoice; and

BE IT FURTHER RESOLVED, this contract shall cover new litigation/legal matters, and new litigation and legal matters will be assigned to the firm as they become available and the City Administration determines the firm's services are appropriate for any particular matter; this contract shall not be for a sum certain but rather, a retainer, the matters on which to be retained shall be determined as the need arises at the sole discretion of the City; and, this contract is not a guarantee of availability of services or assignment; and,

BE IT FURTHER RESOLVED, the contract shall expressly state that said firm shall be obligated to provide prompt written 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 Weiner Lesniak; 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 RESOLVED, that this resolution shall take effect immediately upon passage.

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Peter

~~Mellissa L. Longo~~, Esq.
Asst. Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, President	✓			

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

JUL 08 2015

James J. Farina

CITY CLERK

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-20-156-020 SPECIAL COUNSEL O/E	Encumbrance	CFO Cert for meeting 07/08/2015	35,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	35,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	35,000.00

	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	35,000.00
Total:	1	35,000.00

There are NO errors in this listing.

	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	35,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 35,000.00 Ref Num: 3581

Introduced by: 9
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING AN AMENDMENT TO THE PROFESSIONAL SERVICE CONTRACT TO COMMUNITY GRANTS PLANNING AND HOUSING FOR PROFESSIONAL AFFORDABLE HOUSING ADMINISTRATIVE AGENT SERVICES FOR THE CITY WITH NO CHANGE IN THE NOT TO EXCEED AMOUNT OF TWENTY SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS ($27,290.00) BUT FOR AN EXTENSION OF ONE YEAR TO THE INTIAL TERM TO EXPIRE JULY 8, 2016

WHEREAS, the City of Hoboken published RFP's for professional affordable housing administrative agent services for the City, and thereafter contracted for said services with Community Grants Planning and Housing, in accordance with the Local Public Contracts Law and the Fair and Open Process; and,

WHEREAS, consequential to the one year contract awarded to CGPH, the firm has specialized knowledge of the City of Hoboken's characteristics and needs, and has specialized skills relating to the application of the knowledge to the City's continued professional services needs of its Administrative Agent; and,

WHEREAS, as such, in accordance with the direction of the Administration, the City Council is now asked to authorize an amendment to the contract to CGPH for an additional one (1) year term to commence on July 9, 2015 and expire July 8, 2016, with no change in the contract amount; and,

WHEREAS, certification of funds is not necessary for this amendment.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken (***a majority of the full council voting affirmatively***), that the contract with the below listed vendor is amended for an additional one (1) year term to commence on July 9, 2015 and expire July 8, 2016, for services as Professional Affordable Housing Agent for the City, with no change in the not to exceed amount, as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the RFP and CGHP'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:

Community Grants Planning and Housing
101 Interchange Plaza – St. 301
Cranbury, New Jersey 08512

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alyssa Rose Asst
~~Melissa L. Longo~~, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

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

JUL 08 2015

James J. Farina

CITY CLERK

10

INTRODUCED BY:
SECONDED BY:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER AND CLOSE OUT TO THE CONTRACT OF FINE WALL CORPORATION FOR THE REHABILITATION OF HOBOKEN FIREHOUSE HEADQUARTERS (NON SANDY RELATED REHAB) IN ACCORDANCE WITH BID 12 - 14, AS CHANGE ORDER NUMBER 1 (FINAL) IN A DECREASE AMOUNT OF $40,680.00 (63% REDUCTION) FOR A NEW (FINAL) NOT TO EXCEED TOTAL AMOUNT OF $23,820.00

WHEREAS, the City of Hoboken requires a close out under the contract for the termination of the Rehabilitation of Hoboken Firehouse Headquarters project; and,

WHEREAS, the Administration used Fine Wall Corporation for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change order (#1 FINAL) to the contract for Rehabilitation of Hoboken Firehouse Headquarters to Fine Wall Corporation for a decrease in the contract amount by Forty Thousand Six Hundred Eighty Dollars ($40,680.00), for a new and final total not to exceed amount of Twenty Three Thousand Eight Hundred Twenty Dollars (**$23,820**) for work in accordance with the Boswell Engineering Change Order/Final Request, dated June 25, 2015; and,

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1/FINAL) to the contract for the Rehabilitation of Hoboken Firehouse Headquarters to Fine Wall Corporation for a decrease in the contract amount by Forty Thousand Six Hundred Eighty Dollars ($40,680.00) be, and hereby is, approved, for a new and final total not to exceed amount of Twenty Three Thousand Eight Hundred Twenty Dollars (**$23,820**) for work in accordance with the Boswell Engineering Change Order/Final Request, dated June 25, 2015; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced Boswell correspondence shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any further change orders which shall become necessary hereafter 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 information herein.

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Pica ~~Mellissa L. Longo, Esq.~~
Asst. Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 08 2015

CITY CLERK

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
EST. 1924
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

Sent Via E-mail & Regular Mail

June 25, 2015

Mr. Leo Pellegrini
Director Health & Human Services
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Re: Rehabilitation of Hoboken Firehouse Headquarters
City of Hoboken
Hudson County, New Jersey
Our File No. HO-468-A

Dear Director Pellegrini:

Enclosed please find Engineer's Estimate Certificate No. 2 and Final in the amount of $ 12,030.00, Credit Change Order #1 and Final noting a reduction in the original contract amount of $ 40,680.00, a two-year Maintenance Bond in the amount of 15% of the final contract price and Consent of Surety Company to Final Payment for work performed by the contractor, Fine Wall Corporation, for the time period noted.

Boswell McClave Engineering takes no exception to the payment of $12,030.00 for work completed to date as outlined in Estimate No. 1. Note that based on the final payment amount, the revised final contract price is herewith amended down to $23,820.00.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

Joseph A. Pomante

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

JAP/s
Enclosures
cc: Al Dineros, QPA, Purchasing Department (E-mail Only)
Umakant Shah, Fine Wall Corporation
John Englese, Boswell McClave Engineering

150625JAPL1 (HO-468-A).doc

BOSWELL McCLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NEW JERSEY 07606

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

Rehabilitation of Hoboken Firehouse Headquarters

City of Hoboken
Hudson County, New Jersey
Our File No. HO-468A

Estimate Number: 2 and Final

Period Ending: 06/15/15

Contractor: Fine Wall Corporation
1404 Oak Tree Road, Suite 204
Iselin, New Jersey 08830

Base Contract Amount:	$64,500.00	Total Amount Estimated:	$23,820.00
Less Reductions:		Less 10% Retainage:	$0.00
Plus Increases:		Total Net Amount Estimated:	$23,820.00
Amended Contract Amount:	$64,500.00	Less Amount Previously Paid:	$11,790.00
Contract Starting Date:		Amount Due This Estimate:	$12,030.00
Actual Starting Date:			
Contract Completion Date:			
Extensions:			

Amended Completion Date:
Time Used:
Percent Complete: 37%

Estimated By: GB

Approved By: JqP

FOR USE BY THE CITY OF HOBOKEN

Verified by: _____ (Borough Administrator)

Joseph A Romano (Project Engineer)

Audited by: _____ (Chief Financial Officer)

ESTIMATE CERTIFICATE

FOR WORK PERFORMED AND MATERIAL FURNISHED IN THE CONSTRUCTION OF:

Rehabilitation of Hoboken Firehouse Headquarters

City of Hoboken
Hudson County, New Jersey
Our File No. HO-468A

Estimate Number: 2 and Final

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL CONTRACT QUANTITY	AMENDED CONTRACT QUANTITY	QUANTITY PREV. ALLOWED	QUANTITY ALLOWED THIS ESTIMATE	QUANTITY ALLOWED TO DATE	TOTAL AMT. ALLOWED TO DATE	AMOUNT DUE THIS ESTIMATE
1	Mobilization	L.S.	$6,500.00	1.00		0.40	0.60	1.00	$6,500.00	$3,900.00
2	Reconstructed Parapet Wall	S.F.	$40.00	625.00		100.00	-50.00	50.00	$2,000.00	($2,000.00)
3	Roof System Repair	S.F.	$25.00	700.00		100.00	0.00	100.00	$2,500.00	$0.00
4	Remove and Replace Stucco	S.F.	$20.00	500.00		200.00	166.00	366.00	$7,320.00	$3,320.00
5	Safety Chain	L.S.	$1,000.00	1.00		0.00	1.00	1.00	$1,000.00	$1,000.00
6	Inclined Metal Ladder	L.S.	$4,500.00	1.00		0.00	1.00	1.00	$4,500.00	$4,500.00
								TOTAL	$23,820.00	$10,720.00

Change Order No. 1 and Final
Date 5/16/2015
Job No. HO-468A

CHANGE ORDER

BOSWELL McCLAVE ENGINEERING
330 PHILLIPS AVENUE
SOUTH HACKENSACK, NJ 07606
(201) 641-0770

Fine Wall Corporation	Rehabilitation of Hoboken Firehouse Headquarters
CONTRACTOR	PROJECT & JOB NUMBER
1404 Oak Tree Road, Suite 204, Iselin, NJ 08830	City of Hoboken, Hudson County, NJ
ADDRESS	OWNER/COUNTY

Gentlemen:

In accordance with the provisions of the specifications for the above project, you are hereby advised of the following changes in the contract quantities or in the case of Supplementary work, you agree to its performance by your firm at the prices stated.

Location of Proposed Change: Within Project Limits

Nature and Reason of Change: Unforeseen existing conditions

ITEM NO.	ITEM	PAY UNIT	QUANTITY (+/-)	UNIT PRICE	TOTAL
2	Reconstructed Parapet Wall	SF	-575	$40.00	-$23,000.00
3	Roof System Repairs	SF	-600	$25.00	-$15,000.00
4	Remove and Replace Stucco	SF	-134	$20.00	-$2,680.00

Amount of Original Contract	$64,500.00	Supplemental	
Change Order No.1	($40,680.00)	Extra	
Adjusted Contract Amount	$23,820.00	Reduction	($40,680.00)
		Net Amount	($40,680.00)

Recommended for Approval — Joseph A Romanello — BOSWELL McCLAVE ENGINEERING — 6/16/15 DATE

Approved — OWNER — DATE

Accepted — V.P. 06/23/15 — CONTRACTOR — DATE

Umakant N. Shah
FINE WALL CORPORATION

MAINTENANCE BOND

Bond Number HGNE-10-211-0090

KNOW ALL MEN BY THESE PRESENTS, that we,
Fine Wall Corporation
1404 Oak Tree Road Suite #204
Iselin NJ 08830
as Principal, and **Hudson Insurance Company**, a **Delaware** corporation, as Surety, are held and firmly bound unto
City of Hoboken
94 Washington Street
Hoboken NJ 07030-4556
as Obligee, in the full and just sum of
Three thousand five hundred seventy-three and 00/100 Dollars
($ 3,573.00)
for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with
City of Hoboken
dated 08/29/2013 for
Bid No. 12-14 Rehabilitation of Hoboken Firehouse Headquarters, City of Hoboken, Hudson County, New Jersey

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of 2 year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on
June 16, 2015

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if within 2 year(s) from the date of approval of the said contract, the work done under the terms of said contract shall disclose poor workmanship in the execution of said work, and the carrying out of the terms of said contract, or it shall appear the defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

Signed and sealed this **18th** day of **June,** **2015**

Witness:

Fine Wall Corporation

Principal

Shah M.U.

By: [signature] V President

Hudson Insurance Company

Surety

Kristin L. Allen

By: [signature]
BRUCE M. ALLEN, Attorney-in-fact

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Pursuant to N.J.S.A. 2A:44-143

(for use when surety(ies) have certification from U.S. Secretary of the Treasury in accordance with 31 U.S.C. § 9305)

Hudson Insurance Company ("HIC"), surety on the attached bond, hereby certifies the following:

(1) The Surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17-17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this state, of the surety participating in the insurance of the attached bond is in the following amounts as of the calendar year ended December 31, 2013 (*most recent calendar year which capital and surplus amount are available*), which amounts have been audited by PriceWaterhouseCoopers LLP, PriceWaterhouseCoopers Center, 300 Madison Avenue, New York, NY 10017. The Annual Statement is on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325

Surety Company	Capital and Surplus
Hudson Insurance Company	$ 413,948,652

(3) With respect to each surety participating in the issuance of the attached bond that has been received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on June 20, 2014 (*most recent calendar year available*) is as follows:

Surety Company	Underwriting Limitation
Hudson Insurance Company	$ 41,395,000 (effective 7/1/14)
	$ 39,890,000 (effective 7/1/13)

(4) The amount of the bond which this statement and certification is attached is $ 3,573.00.

(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

(a) That the name and address of each such reinsurer under the contract and the amount of that reinsurer's participation in the contract is as follows:

Reinsurer	Address	Amount

(b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 *et seq.*) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE
(to be completed by an authorized certifying agent
for each surety on the bond)

I, John F. Verbich, as Senior Vice President and Chief Financial Officer for Hudson Insurance Company, a corporation domiciled in Delaware, DO HEREBY CERTIFY that, to the best of my knowledge the foregoing statements made by me are true, and ACKNOWLEDGE that if any of those statements are false, this bond is VOIDABLE.

HUDSON INSURANCE COMPANY

By: _____
John F. Verbich
Senior Vice President and
Chief Financial Officer

Dated: June 18th, 2015
(Month, Day, Year)

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2014

ASSETS

Bonds	$	308,167,720
Real estate		0
Cash on hand and on deposit		51,240,971
Reinsurance Receivable		187,362,086
FIT recoverable (including net deferred tax asset)		32,083,896
Aggregate write-ins for other than invested assets		202,569,847
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		18,884,820
Stocks		229,423,734
Other Assets		12,918,549
	$	1,042,651,623

LIABILITIES & SURPLUS

Losses	$	155,298,341
Loss adjustment expense		14,945,451
Other expenses		25,663,296
Unearned premiums		39,757,304
Ceded reinsurance premiums payable		306,073,213
Payable to parent, subsidiaries and affiliates		9,299,857
Commissions payable, contingent commissions and other similar charges		9,771,855
Other Liabilities		41,667,156
	$	602,476,473
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		139,194,815
Surplus as regards policyholders	$	440,175,150
	$	1,042,651,623

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2014.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 16th day of March, 2015.

John Verbich
Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this 16th day of March 2015
My commission expires

ANN M MURPHY
Registration #01MU6067553
Qualified In Nassau County
My Commission Expires
December 10, 2017

HUDSON INSURANCE GROUP®

HGNE-10-211-0090

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Diane L. Ott of the State of New Jersey

Bruce M. Allen, Gregory M. Allen, Karen L. Allen, Kenneth C. Turner

of the State of Pennsylvania

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **Ten Million Dollars ($10,000,000.00).**

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, this 14th day of January, 2011 at New York, New York.

(Corporate Seal)

HUDSON INSURANCE COMPANY

Attest

Deborah S. Aschheim
Corporate Assistant Secretary

By

Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 14th day of January, 2011 before me personally came Christopher T Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2013

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS

The undersigned **Deborah S. Aschheim** hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified.

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related therein, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Corporation this 18th day of June, 2015

(Corporate seal)

By

Deborah S. Aschheim, Corporate Assistant Secretary

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

AIA DOCUMENT G707

OWNER ___
ARCHITECT ___
CONTRACTOR ___
SURETY ___
OTHER

Bond Number HGNE-10-211-0090

PROJECT: (name, address)
City of Hoboken
94 Washington Street
Hoboken, NJ 07030-4556

TO (Owner)
City of Hoboken
94 Washington Street
Hoboken NJ 07030-4556

ARCHITECT'S PROJECT NO:

CONTRACT FOR:
Bid No. 12-14 Rehabilitation of Hoboken Firehouse Headquarters, City of Hoboken, Hudson County, New Jersey
CONTRACT DATE:

CONTRACTOR:
Fine Wall Corporation

In accordnace with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)
Hudson Insurance Company
100 William Street
New York, NY 10038 , SURETY COMPANY,

on bond of (here insert name and address of Contractor)
Fine Wall Corporation
1404 Oak Tree Road Suite #204
Iselin, NJ 08830 , CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)
City of Hoboken
94 Washington Street
Hoboken, NJ 07030-4556 , OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 18th day of June 2015

Hudson Insurance Company
Surety Company

Signature of Authorized Representative

Attest: Kristin L. Allen
(Seal):

BRUCE M. ALLEN, Attorney-in-Fact
Title

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFADAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

c 1970 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

HUDSON INSURANCE COMPANY

SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2014

ASSETS

Bonds	$	308,167,720
Real estate		0
Cash on hand and on deposit		51,240,971
Reinsurance Receivable		187,362,086
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Losses	$	155,298,341
Loss adjustment expense		14,945,451
Other expenses		25,663,296
Unearned premiums		39,757,304
Ceded reinsurance premiums payable		306,073,213
Payable to parent, subsidiaries and affiliates		9,299,857
Commissions payable, contingent commissions and other similar charges		9,771,855
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	$	602,476,473
Preferred and Common capital stock	$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		139,194,815
Surplus as regards policyholders	$	440,175,150
	$	1,042,651,623

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Chief Financial Officer of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2014.

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 16th day of March, 2015.

John Verbich
Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this 16th day of March 2015
My commission expires

ANN M MURPHY
Registration #01MU6067553
Qualified in Nassau County
My Commission Expires
December 10, 2017

HUDSON INSURANCE GROUP®

HGNE-10-211-0090

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 17 State Street, New York, New York, 10004, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Diane L. Ott of the State of New Jersey

Bruce M. Allen, Gregory M. Allen, Karen L. Allen, Kenneth C. Turner

of the State of Pennsylvania

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars ($10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Executive Vice President thereunto duly authorized, this 14th day of January, 2011 at New York, New York.

(Corporate Seal)

HUDSON INSURANCE COMPANY

Attest:
Deborah S. Aschheim
Corporate Assistant Secretary

By:
Christopher T. Suarez
Executive Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 14th day of January, 2011 before me personally came Christopher T Suarez to me known, who being by me duly sworn did depose and say that he is an Executive Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)

ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2013

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

The undersigned Deborah S. Aschheim hereby certifies

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force

Witness the hand of the undersigned and the seal of said Corporation this 18th day of June, 2015

(Corporate seal)

By:
Deborah S. Aschheim, Corporate Assistant Secretary

11

Introduced by: [signature]
Seconded by: [signature]

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE CONTRACTING PROCESS FOR THE CITY'S IT SERVICE CONSULTANT WITH RELATED PURCHASE OF GOODS, AS NEEDED, FOR A ONE (1) YEAR TERM WITH FOUR OPTIONAL ONE (1) YEAR EXTENSIONS PURSUANT TO N.J.S.A. 40A:11-4.1(K)

WHEREAS, the City of Hoboken seeks to contract for the services of an IT Service Consultant with related purchase of goods, as needed, in accordance with N.J.S.A. 40A:11-5(dd), for a one (1) year term with four optional one (1) year extensions; and,

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1(k), the City may use competitive contracting in lieu of public bidding for the contracting of the operation, management or administration of other services, with the approval of the Director of the Division of Local Government Services, which the City will seek upon authorization of competitive contracting for said services by this Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken, that the Competitive Contract Process, as described and allowed in N.J.S.A. 40A11-4.1, shall be authorized in lieu of public bidding for this procurement, and may be initiated by the Purchasing Agent/Business Administrator for the purpose of contracting an IT Service Consultant with related purchase of goods, as needed, for the City for a one (1) year term with four optional one (1) year extensions.

Meeting date: July 8, 2015

APPROVED:
[signature]
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
[signature]
Alysia Prieto ~~Mellissa L. Longo~~, Esq.
Asst Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				/
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

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

JUL 08 2015

[signature]

CITY CLERK

12

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO AMEND THE AWARD FOR THE CONTRACT TO USA ENVIRONMENTAL MANAGEMENT FOR LSRP TO THE CITY OF HOBOKEN FOR HOBOKEN/WEEHAWKEN COVE PARK WALKWAY (PI NUMBERS 456589, 293820 AND 293821), HOBOKEN FIRE HOUSE 1 (PI NUMBER 033148), AND MULTI-SERVICE CENTER (PI NUMBER 033149) IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH NO CHANGE IN THE EXPIRATION DATE, BUT WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $23,800.00 (WHICH REPRESENTS A +$1,000.00 MONITORING WELL OVERSIGHT AND $22,800.00 PROGRAM PHASE INVESTIGATION) FOR A TOTAL NOT TO EXCEED AMOUNT OF $97,170.00

WHEREAS, the City previously awarded an LSRP contract to USA Environmental Management for Hoboken Weehawken Cove Park Walkway (PI Numbers 456589, 293820 and 293821), Hoboken Fire House 1 (PI Number 033148), and Multi-Service Center (PI Number 033149), for a total actual not to exceed amount of $73,370.00, in accordance with applicable Local Public Contract and Pay to Play laws; and,

WHEREAS, the City now seeks to amend the total contract amount an additional $23,800.00 in accordance with the attached June 24, 2015 and June 10, 2015 proposals, for a new total contract amount of $97,170.00 ($73,370.00 of the current contract amount of $73,370.00 remains as of 7/1/2015); and,

WHEREAS, the contractor shall be required to continue to abide by the City and State Pay to Play laws and all related contract compliance laws; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $23,800.00 is available in the following appropriations 5-01-31-461-000 in the CY2015 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, **George DeStefano, CFO**

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

A. This resolution amends the contract to USA Environmental Management, for an additional $23,800.00 (for services as described in the attached June 24, 2015 and June 10, 2015 proposals of USA Enviro); and, aside from the change in contract amount and change in services, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto; to the extent that the attached June 24, 2015 and June 10, 2015 proposals seek to amend any terms other than the contract amount and scope of services, same shall be rejected.

B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.

C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

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

Meeting date: July 8, 2015

APPROVED:
Quentin Wiest

APPROVED AS TO FORM:
Alyssa Rose Melissa L. Longo, Esq.
Asst. Corp. Counsel

Business Administrator Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 08 2015

James J. Farina

CITY CLERK

CITY OF HOBOKEN
Budget Entry Verification Listing

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-31-461-000 Engineering	Encumbrance	CFO Cert meeting 07/08/2015	23,800.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	23,800.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	23,800.00

	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	23,800.00
Total:	1	23,800.00

There are NO errors in this listing.

	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	23,800.00

Batch: GDS Updated Entries: 1 Updated Amount: 23,800.00 Ref Num: 3582

USA Environmental Management, Inc.
Environmental ♦ Engineering ♦ Construction

June 24, 2015

RECEIVED
JUN 26 2015
OFFICE OF THE
BUSINESS ADMINISTRATOR
HOBOKEN, NJ

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

Re: *Request for Change of Scope*
Hoboken Cove Project
Hoboken, Hudson County, NJ

Dear Mr. Wiest:

USA Environmental Management, Inc. (USAEMI) is pleased to provide you with the following Request for a Change of Scope of Work for the above referenced project. Paul Kenny recently oversaw the removal of concrete and soil debris from the site. During this work two (2) monitoring wells were observed to be damaged prior to this removal work being performed. Therefore, this work was outside of the scope of work that Mr. Kenny was providing. Therefore, we propose to provide to the City the necessary oversight to replace these two (2) monitoring wells. Our scope of work will include coordinating with The Ambient Group (the contractor performing the concrete removal services), scheduling, oversight of the well installation and abandonments and review and approval of appropriate documentation including well permits and records and invoices from the contractor. We propose to perform this work for a fee of $1,000 and request a change in scope for our contract for this project.

If you have any questions or need additional information, please call.

Respectfully submitted,

USA Environmental Management, Inc.

Paul J. Kenny, LSRP
LSRP No. 575429

John Duggan
Program Manager

USA Environmental Management, Inc.
Environmental ♦ Engineering ♦ Construction

RECEIVED
JUN 15 2015
OFFICE OF THE ... N.J.

June 10, 2015

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

Re: *Request for Change of Scope*
Hoboken Firehouse No. 1
201 Jefferson Street
Hoboken, Hudson County, NJ
PI # 033148

Dear Mr. Wiest:

USA Environmental Management, Inc. (USAEMI) is pleased to provide you with the following Request for a Change of Scope of Work for the above referenced project. As part of a recent development of the site, associated with the construction of a parking lot at the site, a soil investigation was performed. Contaminated historic fill was encountered at the site. This contamination is required, by the NJDEP, to be investigated and remediated under the direction of an NJ Licensed Site Remediation Professional (LSRP). Paul Kenny of USAEMI is acting as the LSRP of Record for former underground storage tanks at the site. A Confirmed Discharge Notification (CDN) form was submitted to the NJDEP for this issue.

Work Plan and Cost Estimate

Based on the results of the investigation, USAEMI has developed a Scope for Work for additional tasks required to further investigate and remediate the site. The previously performed soil investigation satisfies the NJDEP requirements for a Site Investigation. Additional investigation is required to determine the vertical depth of the historic fill contamination. In addition, groundwater samples must be collected and analyzed to determine whether the groundwater at the site has been impacted. Upon completion of this work, we will prepare a Site/Remedial Investigation Report. The proposed development of the site will act as an engineered cap. Paul Kenny has worked with the site developer designers to assure that the proposed work satisfies the NJDEP requirements for a cap. Therefore, we do not believe significant effort will be required to complete design of the engineering controls. We shall prepare a Remedial Action Workplan for submittal to the NJDEP.

USA Environmental Management, Inc.
Branch Office: 344 West State Street, Trenton, New Jersey 08618
Voice: 609.656.8101 Fax: 609.656.8103 www.usaemi.com

We propose to perform inspection services of the construction of the site to assure that the engineering controls are constructed correctly and in accordance with NJDEP requirements. Upon completion of the installation of the engineering controls, we shall prepare a Deed Notice utilizing the as-built site plans. We shall apply for a Remedial Action Permit-Soil for the cap and upon receipt of the permit, we shall prepare and submit to the NJDEP a Remedial Action Report and prepare a Restricted Use-Area of Concern Only Response Action Outcome (RAO).

Therefore, we propose the following scope of work:

1. Soil/Groundwater Investigation including the performance of two (2) soil borings advanced to native material and below the groundwater table. The soil borings will be converted to temporary well points and groundwater samples collected for analysis. The samples will be analyzed for volatile organic compounds (VOC+10), semi-volatile organic compounds (SVOC+10), Target Analyte List (TAL) Metals and PCBs.
2. We shall prepare a Site/Remedial Investigation Report including a Receptor Evaluation and a Remedial Action Workplan and related forms for submittal to the NJDEP.
3. We shall oversee the construction of the onsite development to assure compliance with the proposed engineering controls. We assume a maximum of three (3) days onsite.
4. We shall prepare a Deed Notice for filing with the County Register of Deeds. We assume we will be provided with an as-built diagram after construction.
5. We shall prepare a Remedial Action Permit-Soil application for submittal to the NJDEP. Our proposal excludes NJDEP Permit Fees.
6. Upon receipt of the Remedial Action Permit from the NJDEP, we shall prepare a Remedial Action Report with appropriate forms for submittal to the NJDEP.
7. We shall prepare an Area of Concern Only Response Action Outcome (RAO) for the historic fill contamination.

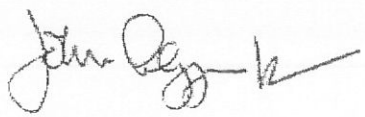
Costs for Additional Tasks

The cost estimate (subcontractor and consultant fees) for conducting tasks 1 through 7 as part of the program phase investigation is approximately $22,800.00 (Table 1).

If you have any questions or need additional information, please call.

Respectfully submitted,

USA Environmental Management, Inc.



John Duggan
Regional Manager

USA Environmental Management, Inc.
Branch Office: 344 West State Street, Trenton, New Jersey 08618
Voice: 609.656.8101 Fax: 609.656.8103 www.usaemi.com

ATTACHMENT 1

Cost Estimate

TABLE 1
Change of Scope-Historic Fill
Hoboken Fire House No. 1
HOBOKEN, HUDSON COUNTY, NJ

Task 1: Soil/Groundwater Investigation

USAEMI Personnel	Quantity	Rate	Cost		
Project Manager	2 hours	$110	$220		
LSRP	4 hours	$150	$600		
Geologist	12 hours	$95	$1,140		
Expenses: Vehicle, Miles, and Equipment	1 day	$200	$200		
			Subtotal:	*$2,160*	
Subcontractors	**Quantity**	**Rate**	**Cost**		
Driller					
Mobilization	1 event	$200	$200		
Geoprobe Drill Rig	1 day	$1,800	$1,800		
Expendables (liners, well points)	1 unit	$300	$300		
Laboratory					
VOC+10, SVOC+10, TAL Metals, PCBs	2 samples	$700	$1,400		
			Subtotal:	*$3,700*	
				Total Task:	**$5,860**

Task 2: Site/Remedial Investigation Report & Remedial Action Workplan

USAEMI Personnel	Quantity	Rate	Cost		
Project Manager	4 hours	$110	$440		
Geologist	36 hours	$95	$3,420		
LSRP	14 hours	$150	$2,100		
CADD Operator	6 hours	$65	$390		
			Subtotal:	*$6,350*	
				Total Task:	**$6,350**

Task 3: Construction Oversight

USAEMI Personnel	Quantity	Rate	Cost		
Project Manager	2 hours	$110	$220		
Geologist	24 hours	$95	$2,280		
LSRP	8 hours	$150	$1,200		
Expenses: Vehicle, Miles, and Equipment	3 days	$200	$600		
			Subtotal:	*$4,300*	
				Total Task:	**$4,300**

Task 4, 5, 6 & 7: Deed Notice, Remedial Action Permit-Soil, Remedial Action Report, RAO

USAEMI Personnel	Quantity	Rate	Cost		
Project Manager	4 hours	$110	$440		
Geologist	34 hours	$95	$3,230		
CADD Operator	8 hours	$65	$520		
LSRP	14 hours	$150	$2,100		
			Subtotal:	*$6,290*	
				Total Task:	**$6,290**

GRAND TOTAL: **$22,800**

USAEMI Professional Services	*$19,100*
USAEMI Subcontracted Services	*$3,700*

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE AWARD OF A "NON-FAIR AND OPEN" CONTRACT TO RSC ARCHITECTS FOR THE ATTACHED PROPOSAL FOR ROOF REPLACEMENT AND OTHER UPGRADES TO THE FIRE HOUSE AT 1313 WASHINGTON ST., IN AN AMOUNT NOT TO EXCEED $19,000.00 AND FOR A TERM TO EXPIRE UPON COMPLETION OF THE PROJECT BUT IN NO EVENT LATER THAN JULY 8, 2016

WHEREAS, the City of Hoboken has a need to obtain architectural services for the maintenance of the construction of roof replacement and other upgrades to the Fire house at 1313 Washington St, as a non-fair and open contract 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 $17,500.00 ; and,

WHEREAS, the anticipated term of this contract is project based, terminating upon completion, but in no event greater than one (1) year, July 8 2016; and

WHEREAS, RSC Architects has submitted a proposal dated June 29, 2015 indicating they will provide architectural services for the maintenance of the construction of the roof replacement and other upgrades of the Fire house at 1313 Washington St for the amount not to exceed $19,000.00; and

WHEREAS, RSC Architects has completed and submitted a Business Entity Disclosure Certification which certifies that RSC Architects 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 RSC Architects 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 $19,000.00 is available in the following appropriations 5-01-31-461-000 in the City's capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.
>
> Signed: _____ George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED *(a majority of the full council voting in the affirmative)* that the City Council of the City of Hoboken authorizes the Mayor to enter into a contract with RSC Architects, as described herein, for the services described in their attached June 29, 2015 proposal for a term to expire upon completion of the project, but in no event later than July 8, 2016, and for an amount not to exceed $19,000.00; 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 that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

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

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Proka
Asst. Corporation Counsel

~~Mellissa L. Longo~~, Esq.

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 08 2015

James J. Farina

CITY CLERK

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
5-01-31-461-000 Engineering	Encumbrance	CFO Cert meeting of 07/08/2015	19,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	5-01	0.00	0.00	0.00	0.00	0.00	19,000.00
Total of All Funds:		0.00	0.00	0.00	0.00	0.00	19,000.00

	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	19,000.00
Total:	1	19,000.00

There are NO errors in this listing.

	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	19,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 19,000.00 Ref Num: 3588

EI
ASSOCIATES
ARCHITECTURE
ENGINEERING
CONSTRUCTION

8 RIDGEDALE AVENUE
CEDAR KNOLLS, NJ 07927
www.eiassociates.com

TELEPHONE (973) 775-7777
FACSIMILE (973) 775-7770
E-MAIL: info@eiassociates.com

29 June 2015
7026R1

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Attn: Quentin Wiest
Business Administrator

Dear Mr. Wiest:

EI Associates (EIA) proposes to provide the services of Frank Brancato to work under the direction and supervision of the City of Hoboken. Frank's rate will be $110 per hrour plus reimbursable expenses. Reimbursable expenses will be billed in accordance with our standard reimbursable expense sheet attached. We understand Frank will be working for the City of Hoboken approximately 20 hours per week. Based on 500 man-hours, our fee would be $55,000 plus reimbursable expenses. We recommend you establish an allowance of $2,500 to cover reimbursable expenses.

We look forward to working with you on this important project. Please forward your purchase order referencing this proposal number. Please contact us if you have any questions or require any additional information.

Respectfully submitted,

EI ASSOCIATES
Architects &
Engineers, PA

Richard Basta, AIA, CID, LEEDAP
Sr. Vice President-Design

Attachments: Reimbursable Expense Sheet

Cc: EI Distribution

EI ASSOCIATES
CHARGES FOR REIMBURSABLE EXPENSES FOR DESIGN PROJECTS

Expenses incurred in the interest of the project are charged at the following rates, or if not shown, at cost plus 15%.

1. Reproduction expenses as follows:

Digital Bond First Copy – 30 x 42	$7.98 each
Digital Bond Print – 30 x 42	$3.50 each
Digital Bond First Copy – 24 x 36	$5.35 each
Digital Bond Print – 24 x 36	$2.50 each
Photocopy – 8.5 x 11	$0.18 per sheet
Photocopy – 11 x 17	$0.35 per sheet
Color Copy – 8.5 x 11	$2.00 each
Color Copy – 11 x 17	$3.00 each
CAD Color Plot – 30 x 42	$27.00 each
CAD Color Plot – 24 x 36	$18.00 each
CAD Check Plot – 8.5 x 11	$2.50 per plot
CAD Check Plot – 11 x 17	$2.75 per plot
CAD Check Plot – 15 x 21	$3.00 per plot
Staple Prints	$1.50 per set
Wire or GBC Punch & Bind	$11.55 set
Acco Punch & Bind	$8.60 per set
Acetate 8.5 x 11	$0.75 each
Scan to Disc	$18.00 per dwg.

2. Downward conversion of latest version of AutoCAD to earlier version @ $75 per drawing. Retrieval of archived information: base fee $250.

3. Bind, purge, audit and publish AutoCAD files @ $25 per drawing.

4. Fax at $.50 per Page.

5. Automobile travel at $.575 per mile. Travel involving airplanes, rental cars, hotels, etc. at cost + 15%.

6. Messenger and overnight delivery charges at cost + 15%.

7. Subconsultants such as geotechnical, surveying, asbestos remediation, and specialty consultants at cost + 25%.

CITY OF HOBOKEN
Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: July 1, 2015

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:	Architectural Services for the Roof Replacement and Other Upgrades to the Hoboken Firehouse at 1313 Washington Street
Contract to be awarded to:	RSC Architects
Contract Period:	Upon completion of the project – No later than July 8, 2016

CERTIFICATION

I hereby certify that the estimated amounts of the contracts to be awarded exceed $17,500.

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: JULY 1, 2015

94 Washington Street · Hoboken, NJ 07030-0485
(201) 420-2011 fax (201) 420-2009

3 University Plaza Drive, Suite 600, Hackensack, NJ 07601 t: 201.941.3040 f: 201.941.5426

July 6, 2015

Mr. Quentin Wiest
City of Hoboken
City Hall
94 Washington Street
Hoboken, NJ 07030

Re: **Proposal for Architectural Services**
Interior and Exterior Maintenance Improvements
Roofing, Ceiling, Flooring and Brickwork
Hoboken Firehouse
1313 Washington Street
Hoboken, NJ

Dear Mr. Wiest:

RSC Architects (RSC) is pleased to submit this Proposal for Architectural services for the Interior and Exterior Maintenance Improvements for the City of Hoboken Firehouse.

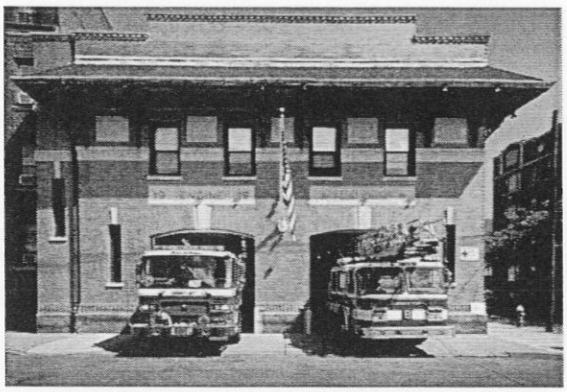
Description of Project:
The project consists of the replacement of the roofing, including the EDPM roofing and asphalt shingles. The insulation below the roofing will be inspected for excessive moisture and replaced as needed. The ceiling on the third floor needs to be replaced in-kind. The existing ceiling mounted lighting and mechanical diffusers will remain unchanged.

RSC understands that the Owner has requested that an alternate scope of improvements be developed as the funding may allow. The alternate scope includes the flooring replacement, brick repairs and modifications to the front entrances. The hardwood flooring on the third floor needs to be replaced due to the age and water damage. The interior brick at the rear stair has water damage and efflorescent that needs to be cleaned and repaired. The modification to the front entrance includes replacement of the front door; frame and transom, as well as painting of the frame and panel of the overhead door.

Scope of Basic Services:
RSC's services are provided herein below. RSC will perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar conditions. RSC shall provide basic services for the Project as follows:

Pre-Design Phase:
RSC shall gather sufficient information to effectively execute the design of the Project. This phase will identify the client's needs and preferences for the Project. We will review and refine the client programming criteria and attend client meetings. RSC shall reach an understanding with the owner regarding the requirements of the project.

Schematic Design Phase:



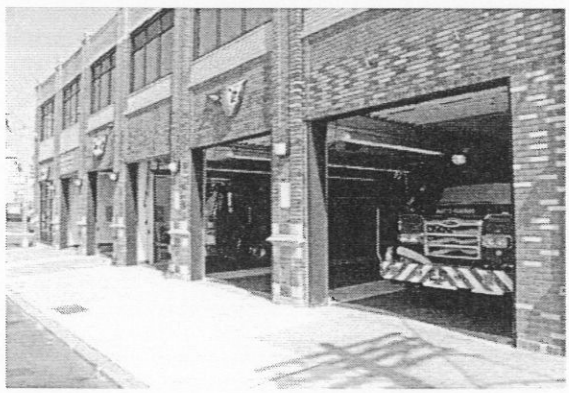
Schematic drawings will be developed based on the owner approved program, schedule, and construction budget. These documents shall establish the conceptual design of the Project, illustrating the scale and relationship of the Project components. RSC will submit a preliminary estimate of the probable construction cost based on the area unit cost. RSC shall submit the Schematic Design documents to both the Owner and Hoboken's Historic Preservation Commission for approval prior to commencing with the next phase of this proposal.

Contract Document Phase:

Based on the approved Schematic Design Documents, RSC will prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements of the construction of the Project. RSC will advise the Owner of any adjustments to the previous preliminary estimate, and will assist the Owner in development and preparation of bidding and procurement information, conditions of the contracts for construction, and the project manual. RSC shall submit the Construction Documents to the Owner and advise the Owner of any adjustments to the probable construction cost estimate and request the Owners approval. RSC will meet with the Hoboken Building Department for a plan review of the final set of documents prior to bidding.

Bidding Phase

RSC will assist the Owner in obtaining either competitive bids or negotiated proposals. We will answer Contractor questions and issue addenda as may be required during the bidding process. RSC will assist the Owner in reviewing and evaluating the construction bids.



Construction Administration Phase

RSC's responsibility to provide Construction Phase Services shall commence with the execution of a contract for construction being executed by the Owner and the Contractor and terminates 30 days after the issuance of temporary certificate of occupancy by the local building official. RSC proposes to provide services to review shop drawings and samples, attend job meetings, prepare meeting minutes, and provide limited observation of construction. Any additional submittal review or attendance at meetings/visits beyond that described herein shall be billed at an hourly basis. RSC shall prepare a punch list, substantial completion forms, and a final sign-off of construction.

Fees:

RSC shall provide the above services for a lump sum fee as follows;

Historic Preservation Review	$ 2,000.00
Roof Replacement	$ 9,700.00
Interior and Entrance Renovations	$ 7,300.00
Total Fee	$19,000.00

Out of Scope Services:
While we believe the intent of the Scope of Basic Services is clear and limited, from time to time a reading of these services may infer a broader scope than was intended. In order to help clarify the scope of basic services, we point out that the above listed basic services do not include the following services, the need for; which may be anticipated on this project. If you would like RSC to furnish these, or any other Out-of-Scope Services we would be pleased to discuss a mutually agreeable Scope of Services and fee arrangements. RSC will not provide Out-of-Scope Services without your written approval.

- Structural or environmental engineering
- Fees for applications for approvals, building permits and all other fees as required
- NJ DEP permit applications
- Changes or revisions beyond our control, changes or supplemental services as may be required by the Municipality, or other regulatory review agencies beyond that indicated in this proposal, or made necessary by ordinance or regulations, or changes in basic project concept after initial design has commenced.
- Construction management, construction/contractor supervision

Payments:
RSC shall invoice monthly for fees and expenses incurred with payment due upon receipt of invoice. We request that you review each invoice upon receipt and inform us as to any discrepancies or other problems within fifteen (15) days of receipt. If no comment is received within this period, the invoice will be considered correct, approved and payable. All outstanding balances beyond thirty (30) days of the invoice shall be subject to a late fee of 1½% per month. If the Owner fails to make payments within sixty (60) calendar days, RSC reserves the right to suspend Professional Services under this Agreement. In the event of a suspension of services, RSC shall have no liability to the Owner for delay or damages, in any way caused by or resulting from suspension of services.

It is our intent to meet the needs and conditions of our clients and, therefore, should the Scope described in this Proposal not meet or differ from your needs, please notify this office in order that we may attempt to revise and reconcile same.

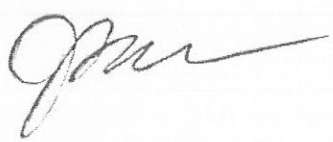
This Proposal is based upon the express understanding that, if it is accepted, the parties will subsequently execute a contract using the AIA B101 Owner/Architect Agreement. We trust this Proposal meets with your approval. We look forward to working with you on this project.

Should you have any questions or require additional information, please feel free to contact this office.

Very truly yours,

RSC ARCHITECTS

_____
Accepted



Jeff Schlecht, AIA
Sr. Project Manager

_____
Date

14

INTRODUCED BY:
SECONDED BY:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CHANGE ORDER TO THE CONTRACT OF REGGIO CONSTRUCTION FOR THE MUNICIPAL STREET RESURFACING AND INTERSECTION SAFETY IMPROVEMENTS PROGRAM (PACKAGE A) AS CHANGE ORDER NUMBER 1 IN AN INCREASE AMOUNT OF $50,000.00 FOR A NEW NOT TO EXCEED TOTAL AMOUNT OF $1,345,677.93

WHEREAS, the City of Hoboken requires a change order under the contract for the continuation of the Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A), which was originally awarded to Reggio Construction for $1,295,677.93; and,

WHEREAS, the Administration used Reggio Construction for said services and provisions; and,

WHEREAS, in accordance with the direction of the Administration, the City Council is asked to award change order (#1) to the contract for Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A) to Reggio Construction, for an increase in the contract amount by Fifty Thousand Dollars ($50,000.00), for a new total not to exceed amount of One Million Three Hundred Forty Five Thousand Six Hundred Seventy Seven Dollars and Ninety Three Cents (**$1,345,677.93**) for work in accordance with the Boswell Engineering Change Order Request, dated June 29, 2015; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $50,000.00 is available in the following appropriations C-04-60-714-210 in the City's capital accounts; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Hoboken that a change order (#1) to the contract for the Municipal Street Resurfacing and Intersection Safety Improvements Program (Package A) to Reggio Construction for an increase in the contract amount by Fifty Thousand Dollars ($50,000.00), for a new total not to exceed amount of One Million Three Hundred Forty Five Thousand Six Hundred Seventy Seven Dollars and Ninety Three Cents ($1,345,677.93) for work in accordance with the Boswell Engineering Change Order Request, dated June 29, 2015; and,

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the referenced Boswell correspondence shall govern the contract, and no changes may be made without the prior written consent of both parties.
3. Any further change orders which shall become necessary hereafter 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 information herein.

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia ~~Mellissa L. Longo,~~ Esq.
Asst. Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 08 2015

CITY CLERK

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-210 Z299 $1.8M Road Impvmnt Contractor Cost	Encumbrance	CFO Cert for meeting 07/08/2015	50,000.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	50,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	50,000.00

	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	50,000.00
Total:	1	50,000.00

There are NO errors in this listing.

	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	50,000.00

Batch: GDS Updated Entries: 1 Updated Amount: 50,000.00 Ref Num: 3583

BOSWELL MCCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

June 29, 2015

Sent Via Email and Regular Mail

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attention: Mr. Quentin Wiest, Business Administrator

Re: 2014 Municipal Street Resurfacing &
Intersection Safety Improvements Program (Package A)
City of Hoboken
Hudson County, New Jersey
Our File No. HO-495

Dear Mr. Wiest:

Pursuant to our recent discussion please accept this request for a change in the scope of work for the above referenced project. Note this change will result in a change order that represents both additions and deletions to the overall project cost but based on current contract prices, the end result will be a net addition to the final amended contract price. The reasons for this change order request are as follows:

1. Due to conflicts with the current "Energy Strong" utility project, deletion of the concrete work at the intersection of Park Street and 11th Street is necessary at this time as it is presently unclear when the utility work will be completed in the area. While we are requesting the deletion of this work from the current Package "A" project we would suggest that the deleted scope of work be added to a subsequent project, namely the, Eleventh Street Resurfacing Project (Our Project HO-505) which is currently in the design phase and will be ready for bidding in the very near future. The design for HO-505 is completed and the bid package is at approximately 95% complete and ready for advertisement. I would suggest the project be held until mid-August for advertisement with an anticipated schedule for paving in September after the Package "A" and Utility work is completed in the area which will allow for additional time to modify the HO-505 project to incorporate the Park Street and 11th Street intersection concrete work into the plans and specifications . This reduction of work will be reflected as a credit towards the final amended contract price.

2. At this time we also recommend the additional milling and resurfacing of Bloomfield Street from 10th Street to 14th Street. This work was originally removed from the Package "A" project due to anticipated conflicts with the PSE&G and United Water projects in this section of Bloomfield Street. It is our understanding that the utility work along Bloomfield Street from 10th Street to

14th Street is scheduled to be completed by mid-July and with proper planning this additional milling and paving can be incorporated into the Package "A" project. The striping for this area was previously included in the Package "A" project which limits the additional costs to just the milling, resurfacing and possible additional police traffic directors to perform traffic duty during the execution of the additional work. This additional scope of work will be reflected as an additional cost towards the final amended contract price.

Based on the contract pricing we anticipate a net increase of approximately $50,000.00 to the Package "A" contract as a result of both the addition and deletion referenced above. Also be further advised that the amount of the proposed change order is an approximation based on the Contract Drawings and that all payments are made based on the installed quantities which are measured by the Resident Engineer prior to the submission of invoicing to the City for processing and payment.

In addition to this requested change order there will be a final change order executed at the end of the Package "A" project to rectify any deviations from contract quantity to as-built quantities in order to process the final payment and account for any additions and deductions from the original contract quantities. Finally, please be aware that although it is our request to delete the Park Street and 11th Street intersection concrete work from the Package "A" project, it is intended to be included in a subsequent project so the necessity for that funding in not erased, it is merely deferred to a subsequent project.

If you require any additional information please let me know. Also at your earliest convenience please advise if the additional milling and paving is going to be included in the Package "A" project so that we can plan accordingly.

Thank you for your kind attention to this matter. Should you have any questions or require anything further, please do not hesitate to contact me.

Very truly yours,

BOSWELL McCLAVE ENGINEERING

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

JAP/s

cc: Stephen D. Marks, PP, AICP, Municipal Manager
John Morgan, Director of Parking and Transportation
John Englese, Boswell McClave Engineering

150629JAPL1.doc

BOSWELL ENGINEERING
EST. 1924

15

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AMENDING THE AWARD OF A NON-FAIR AND OPEN CONTRACT TO VALUE RESEARCH GROUP FOR SERVICES AS REAL ESTATE APPRAISER FOR APPRAISAL REPORTS FOR BLOCK 12, THE BASF SITE, AND 123 JEFFERSON PROPERTIES, IN AN INCREASED AMOUNT NOT TO EXCEED $23,500.00.

WHEREAS, the City urgently requires the professional services of real property appraisers for the continued appraisal of the BASF site, for Block 12, and for the 123 Jefferson property, and although the total cost of said services is $23,500.00 (above $17,500.00, which is therefore above the bid and Fair and Open thresholds), for a total contract amount of $43,500.00; and,

WHEREAS, the City sought the proposal of the reputable appraisal firm Value Research Group for said services, and said proposals, dated September 23, 2014, June 23, 2015 and June 24, 2015, are attached hereto; and,

WHEREAS, pursuant to the recommendation of the City's special counsel, Edward Buzak, Esq., the Administration now seeks authorization of a contract amendment of the Council for said services; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $12,0000 for the Block 12 site is available from C-04-60-711-120, $5,000.00 for the BASF appraisal is available in the following appropriations C-04-60-711-120, and that $6,500.00 for the 123 Jefferson appraisal is available in the following appropriations 4-01-21-181-036 in the City's capital and CY2015 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (a majority of the full council voting in the affirmative) by the City Council of the City of Hoboken as follows:

A. This resolution amends the award of the contract to Value Research Group for professional real property appraisal services, in an increased amount of Thirty One Thousand Five Hundred Dollars ($23,500.00) for a total contract amount of $43,500.00, and for the additional appraisal of the BASF, Block 12, and 123 Jefferson Properties in accordance with the September 23, 2014, June 23, 2015 and June 24, 2015 proposals, attached hereto.
B. If the contract amendment, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
C. The contract shall be in accordance with the attached proposals, as requested by the Administration and/or Special Counsel Buzak.
D. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

BE IT Further RESOLVED that the City Council of the City of Hoboken authorizes the Mayor to enter into the herein described contract amendment with Value Research Group; 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 that the City Clerk shall publish this resolution in the City's official

newspapers immediately; and,

BE IT FURTHER RESOLVED that this resolution shall be published in accordance with the Fair and Open publication requirements, and thereafter shall take effect immediately as allowed by law.

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alysia Pazo Asst.
Melissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 08 2015

James J. Farina

CITY CLERK

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	CFO Cert on meeting 07/08/2015	12,000.00	1
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	CFO Cert on meeting 07/08/2015	5,000.00	2
4-01-21-181-036 Professional Services - Redevelopment	Encumbrance	CFO Cert on meeting 07/08/2015	6,500.00	3

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
CURRENT FUND	4-01	0.00	0.00	0.00	0.00	0.00	6,500.00
	C-04	0.00	0.00	0.00	0.00	0.00	17,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	23,500.00

	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:	3	23,500.00
Total:	3	23,500.00

There are NO errors in this listing.

	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:	3	23,500.00

Batch: GDS Updated Entries: 3 Updated Amount: 23,500.00 Ref Num: 3584

VALUE RESEARCH GROUP, LLC
REAL ESTATE ANALYSTS AND CONSULTANTS

June 23, 2015

Stephen D. Marks, PP, AICP, CFM, LEED GA
City of Hoboken
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

Re: Proposal for Consulting Services
BASF Site
Hoboken, New Jersey

Dear Mr. Marks:

Value Research Group (VRG) is pleased to submit this proposal for the review services in connection with the matter referenced above. The work product will be prepared for you and is for your sole and exclusive use for the matter described here under the terms of this agreement. We request that you seek our written authorization before releasing our findings to any other party.

Assignment Summary

Client/Intended User:	City of Hoboken
Subject Property:	Property known as BASF Site 1113-1131 Madison St. (Block 103, Lots 7-26 1201 Madison & 1200 Adams Sts. (Block 107, Lot 1) 1301-1311 Jefferson St. (Block 113, Lot 1)
Intended Use:	To assist the City of Hoboken in analyzing property valuation issues related to the potential acquisition of the BASF Site.
Scope of Work:	Review documents related to the potential BASF site acquisition including appraisals, planning reports, etc.
Review Fee:	Fees charged at $150/hour not to exceed $5,000 without further authorization.

Scope of Work

As part of our service, we will coordinate with the City's Special Counsel, Edward J. Buzak and review documents related to the potential acquisition of the BASF site including appraisal reports, planning & engineering studies, environmental records, etc. After the review is complete, we will meet with City representatives to discuss our findings and conclusions.

Delivery Date

We will complete the document review within 20 days following the execution of this agreement.

Fee Requirements

Our fee to complete the review and attend any necessary follow-up meetings is $150/hour not to exceed a total of $5,000 without further authorization. We will not commence work until we have received a signed copy of this agreement. In signing this proposal you represent that you are responsible for the fees incurred. The payment for work done must be at the time of delivery of the report. If any sum is unpaid after 15 days, you agree to pay interest at 10% per annum on the unpaid balance, unless other arrangements are mutually agreed upon. If this firm is required to take action to enforce the terms of the agreement, you will be responsible for all legal and other expenses incurred by us for this purpose. Note that if the terms of this agreement are not met, we reserve the right to terminate the use of our work product by you and any third parties.

Cancellation

The Client may cancel this Agreement at any time prior to our document review upon notification to VRG. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

VRG Independence

VRG cannot agree to provide a value opinion that is contingent on a predetermined amount. VRG cannot guarantee the outcome of the assignment in advance. VRG cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. VRG's opinion of value will be developed competently and with independence, impartiality and objectivity.

If the foregoing proposal meets with your acceptance, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.

Paul T. Beisser, MAI, CRE
State Certified General Real
Estate Appraiser (RG 00181)

Accepted By

Date

VALUE RESEARCH GROUP, LLC
REAL ESTATE ANALYSTS AND CONSULTANTS

June 24, 2015

Stephen D. Marks, PP, AICP, CFM, LEED GA
City of Hoboken
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

Re: Proposal for Appraisal and Consulting Services
Block 12, Lots 1-7 and 12-18
Hoboken, New Jersey

Dear Mr. Marks:

Value Research Group (VRG) is pleased to submit this proposal for the litigation support services in connection with the matter referenced above. The work product will be prepared for you and is for your sole and exclusive use for the matter described here under the terms of this agreement. We request that you seek our written authorization before releasing the report to any other party.

Assignment Summary

Client:	City of Hoboken
Intended Users:	Client and parties to pending eminent domain action
Scope of Work:	To provide litigation support services including, but not limited to: deposition testimony, review of opposing litigant reports and deposition transcripts, trial preparation, trial testimony, rebuttal testimony, attendance at any case strategy or trial preparation meetings and preparation of any additional documents or analysis on an as needed basis.
Litigation Support Fee:	Fees charged at $150/hour not to exceed $12,000 without further authorization.

Fee Requirements

Our fee for attending any meetings, court hearings or trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by opposing litigants, will be charged at $150/hour on a portal to portal basis not to exceed $12,000 without further authorization. In signing this proposal you represent that you are responsible for the fees incurred. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

VRG Independence

VRG cannot agree to provide a value opinion that is contingent on a predetermined amount. VRG cannot guarantee the outcome of the assignment in advance. VRG cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. VRG's opinion of value will be developed competently and with independence, impartiality and objectivity.

If this proposal is acceptable, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.

Paul T. Beisser, MAI, CRE
State Certified General Real
Estate Appraiser (RG 00181)

Accepted By _____ Date _____

Acct# 4-01-21-181-036

BF

pre-qualified for financial services via resolution in Sept 2014

VALUE RESEARCH GROUP, LLC

REAL ESTATE ANALYSTS AND CONSULTANTS

September 23, 2014

Leo Pellegrini, Director of Health & Human Services
City of Hoboken
Hoboken City Hall
94 Washington Street
Hoboken, NJ 07030

Re: Proposal for Appraisal and Consulting Services
123 Jefferson Street
Hoboken, New Jersey

Dear Mr. Pellegrini:

Value Research Group (VRG) is pleased to submit this proposal for the appraisal services in connection with the matter referenced above. The work product will be prepared for you and is for your sole and exclusive use for the matter described here under the terms of this agreement. We request that you seek our written authorization before releasing the report to any other party.

Assignment Summary

Client/Intended User:	City of Hoboken
Intended Use:	To assist the client in determining the fair market rental value of the subject property incorporating any existing tenant improvements.
Interest Valued:	Leased Fee
Date of Value:	Date of Inspection
Type of Value:	Market Value as defined by the appraisal requirements pursuant to FIRREA.
Report Format:	Summary Report Format.
Appraisal Fee:	$6,500

Scope of Work

As part of our service, we will visit the property and conduct an inspection of the site and improvements. We will investigate the market, review comparable properties and prepare an appraisal report indicating our opinion the subject property's market rent as of the effective date.

The appraisal report and our work product will be prepared in accordance with all report writing requirements of the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation. The report will be subject to our Statement of Limiting Conditions and Appraiser's Certification; please let me know if you would like to review this statement before we commence work.

Delivery Date

We anticipate that the fieldwork, analysis and appraisal report can be completed within 30 days of your execution of this agreement and receipt of all requested information.

Information Needed

In order to assist us in performing the assignment, we request that you provide us with as much of the following information as is available:

1. Property Survey and Description.
2. Copies of any current leases involving the subject property, including sub-leases, if available.
3. Copies of any operating expense statements and/or financial statements prepared for the property.
4. If the appraised property consists of proposed improvements, the Client shall provide VRG the plans, specifications and other documents required to identify the extent and character of the proposed improvements.
5. Copies of any pertinent inspection reports, site condition reports, environmental studies or other data, if available.
6. Name, contact information and permission to contact current occupants of the improvements.

If the property appraised is currently under a contract of sale, the Client shall provide a copy of the contract including all addenda and relevant facts.

Fee Requirements

The fee for the fieldwork, analysis and preparation of the appraisal report is $6,500. We will not commence work until we have received a signed copy of this agreement. In signing this proposal you represent that you are responsible for the fees incurred. The payment for work done must be at the time of delivery of the report. Note that if the terms of this agreement are not met, we reserve the right to terminate the use of our work product by you and any third parties.

Consulting & Expert Testimony Per Diem Charges

Our fee for the appraisal includes one meeting or phone conference to review our findings and analysis. Subsequently, the fee for attending any meetings, court hearings or trials, depositions and pretrial conferences, whether or not testimony is actually given, and the review of any material submitted by opposing litigants, will be based on our per diem fee schedule at the time of performance on a portal to portal basis. Our current hourly charges are as follows:

Principals of the Firm:	$200
Staff Appraisers:	$150
Support Staff:	$ 75

Confidentiality

VRG shall not provide a copy of the written report to, or disclose the results of the analysis prepared in accordance with the Agreement with any party other than the Client, unless the Client authorizes that action, except as stipulated in the Confidentiality Section of the Ethics Rules of the Uniform Standards of Professional Appraisal Practice (USPAP)

Cancellation

The Client may cancel this Agreement at any time prior to our final delivery of the Report upon notification to VRG. Client shall pay VRG for work completed on the assignment prior to VRG's receipt of written cancellation notice, unless otherwise agreed to by the parties.

VRG Independence

VRG cannot agree to provide a value opinion that is contingent on a predetermined amount. VRG cannot guarantee the outcome of the assignment in advance. VRG cannot insure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective by the Client or others or advance any particular cause. VRG's opinion of value will be developed competently and with independence, impartiality and objectivity.

No Third Party Beneficiaries

Nothing in this Agreement shall create a contractual relationship between VRG or the Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including by not limited to, any third parties identified in this engagement letter.

If the foregoing proposal meets with your acceptance, please sign and return one copy of this agreement. Thank you for the opportunity to prepare this proposal.

Very truly yours,

VALUE RESEARCH GROUP, LLC.

Paul T. Beisser, MAI, CRE
State Certified General Real
Estate Appraiser (RG 00181)

Accepted By _____ Date _____

Introduced by: 16
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

THIS RESOLUTION RESCINDS THE AWARD OF PHASE II OF A CONTRACT TO LOUIS BARBATO LANDSCAPING FOR THE PROVISIONS OF HOBOKEN SHADE TREE COMMISSION 2014/2015 STREET TREE PLANTING IN ACCORDANCE WITH THE CITY'S BID NO. 14-12.

WHEREAS, on September 17, 2014 the City awarded a contract to Louis Barbato Landscaping for the provisions of Hoboken Shade Tree Commission 2014/2015 Street Tree Planting in accordance with the City's Bid No. 14-12; and,

WHEREAS, the City has since learned vendor Louis Barbato has failed to meet the time frames for completing the services; and,

WHEREAS, as a result of this failure, the provisions called for in the contract awarded to Louis Barbato Landscaping are cancelled as of July 8, 2015, except for Phase I and any obligations of Louis Barbato under Phase I, as further described in the Bid Specifications for Bid No. 14-12; and,

WHEREAS, as a result of this rescission of Phase II of the above mentioned contract, the Administration is authorized to rebid for the goods and services which the City had intended to receive under Phase II of this project; and,

WHEREAS, any and all appropriations relating to this contract may be re-budgeted, except the $29,531.00 which shall become payable to the vendor only if the vendor completes all obligations and mitigations required to finalize Phase I of the project, otherwise said amounts shall also be re-appropriated.

NOW THEREFORE BE IT RESOLVED as follows:

A. This resolution rescinds the award of a contract to Louis Barbato Landscaping which was authorized by the City on 17 September, 2014, for the reasons stated herein; and,

B. The City Council requests the Administration to take the appropriate action to effectuate this Resolution, and

C. This resolution shall take effect immediately upon passage.

Meeting date: July 8, 2015

APPROVED:
Quentin Wiest
Quentin Wiest
Business Administrator

APPROVED AS TO FORM:
Asst
Melissa L. Longo, Esq.
Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 08 2015

CITY CLERK

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

Inserting a Special Item of Revenue into the CY 2015 Municipal Budget

DEPARTMENT OF AGRICULTURE – SUMMER FOOD PROGRAM 2015

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

WHEREAS, said Director may also approve the insertion of an item of appropriation for an equal amount, and

WHEREAS, the City of Hoboken has received notice of an award of $75,078.44 from the State of New Jersey Department of Agriculture and wishes to amend its CY 2015 Budget to include this amount as revenue.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Hoboken, in the County of Hudson, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year CY 2015 in the sum of.....$75,078.44

Which is now available as a revenue from:
Miscellaneous Revenues:
Special Items of General Revenue Anticipated
with Prior Written Consent of the Director of the
Division of Local Government Services:
State and Federal Revenues Off-set with
Appropriations:
Department of Agriculture
Summer Food

BE IT FURTHER RESOLVED that the like sum of.....$75,078.44 be and the same is hereby appropriated under the caption of:

General Appropriations:
(a) Operations Excluded from CAPS
State and Federal Programs Off-Set by
Revenues:
Department of Agriculture
Summer Food

BE IT FURTHER RESOLVED, that the City Clerk will forward a certified copy of this resolution electronically to the Director of Local Government Services for approval.

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Also for Asst.
Mellissa L. Longo, Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino				
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 08 2015

CITY CLERK

State of New Jersey

DEPARTMENT OF AGRICULTURE
Division of Food and Nutrition
PO Box 334
Trenton, NJ 08625-0334

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

DOUGLAS H. FISHER
Secretary

June 18, 2015

Mayor Dawn Zimmer
City of Hoboken
Department of Health and Human Services
94 Washington Street, 2nd Floor
Hoboken, NJ 07030

Dear Mr. Calamoneri:

Agreement #09-0089

Your 2015 Summer Food Service Program application has been approved. The current amount of 2015 funding approved for your organization is $75,078.44. I have enclosed a copy of your approved Sponsor Management Plan, Schedule C, signed Agreement, Site Information Sheet(s) if applicable and the computerized Schedule A.

All official correspondence will be sent to the authorized sponsor representative at the sponsor address identified above.

A second copy of all correspondence will be sent to the Program Director identified at the program address specified in the Sponsor Management Plan if different than authorized sponsor representative.

All Summer Food Service Program reimbursements will be issued to the agency name and address identified above. The check stubs will have "SFSP" coded on them to identify the reimbursement as a Summer Food Service Program payments.

If you do not wish to have Summer Food Service Program reimbursement payments issued to the agency name and/or address identified above, please contact your program specialist immediately to discuss proper procedures for modification.

Under the State of New Jersey Comprehensive Financial System (NJCFS) Summer Food Service Program reimbursement payments can only be issued to agencies who have a valid vendor identification number on file with the State Department of Treasury. The State Department of Treasury agency name and address on file for the vendor identification number you provided (I.D. #22600199300) is identical to your approved sponsor name and address for the Summer Food Service Program identified above.

A supply of pre-slugged reimbursement vouchers will be sent to you under separate cover by the end of June. In order to validly claim reimbursement in 2015, you must use the name, address and agreement number typed above when you prepare your Summer Food Service Program reimbursement voucher. If the name or address of your agency changes during the 2015 season, you must notify the Summer Food Service Program office in writing within ten days of the change on agency letterhead. You will then receive a revised Schedule A which must be attached to your 2015 Agreement.

Be sure to mail all correspondence to:

State of New Jersey Department of Agriculture
Division of Food and Nutrition
Summer Food Service Program
P.O. Box 334
Trenton, New Jersey 08625-0334

**If documents are being hand delivered, the specific street address and floor must be used instead: 22 South Clinton Avenue, Building 4, 3rd Floor, Trenton, NJ 08609.*

Bid documents submitted to the state agency for review are approved as to form and content. Please be advised that a state agency representative may be present at your bid opening scheduled for June 16, 2015. The approval of this bid package is granted with the understanding that any additions, deletions or changes made without approval of the state agency can invalidate your bid opening proceedings.

Instructions regarding enrollment documentation, submission of reimbursement vouchers and procurement documentation will be sent to you under separate cover if applicable.

Please contact your county child nutrition specialist regarding program operation issues at (609) 292-4498. Payment questions can be directed to my attention at that same number. We look forward to working with you during the summer months.

Sincerely,

Cherrie M. Walker

Cherrie M. Walker, Coordinator
Summer Food Service Program
Division of Food and Nutrition

Cc: Mr. David Calamoneri, Management Specialist

CMW/nc/F-12
Enclosure

Sponsored By:

Seconded By:

CITY OF HOBOKEN RESOLUTION NO._____

RESOLUTION AUTHORIZING THE ADOPTION OF THE 2015 HUDSON COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN

WHEREAS the City of Hoboken, NJ, has experienced natural hazards that result in public safety hazards and damage to private and public property;

WHEREAS the hazard mitigation planning process set forth by the State of New Jersey and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk;

WHEREAS the New Jersey Office of Emergency Management is providing federal mitigation funds to support development of the mitigation plan;

WHEREAS a *Hazard Mitigation Plan* has been developed for the County of Hudson, by the Mitigation Planning Committee;

WHEREAS the *Hudson County Hazard Mitigation Plan* includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

WHEREAS the draft plan was provided to each participating jurisdiction and was posted on the County Office of Emergency Management's website so as to introduce the planning concept and to solicit questions and comments; and to present the Plan and request comments, as required by law, and

WHEREAS the entire plan can be found at http://www.hudsoncountynj.org/oem/ and the applicable portions are attached here.

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

1. The *Hudson County Multi-Jurisdictional Hazard Mitigation Plan,* as submitted to the New Jersey Office of Emergency Management and the Federal Emergency Management Agency on **April 2, 2015** by the Hudson County Office of Emergency Management, is hereby adopted as an official plan of the City of Hoboken; minor revisions recommended by the Federal Emergency Management Agency and/or the New Jersey Office of Emergency Management may be incorporated without further action.

2. The municipal departments identified in the Plan are hereby directed to pursue implementation of the recommended high priority activities that are assigned to their departments.

3. Any action proposed by the Plan shall be subject to and contingent upon budget approval, if required, which shall be at the discretion of the City of Hoboken, and this resolution shall not be interpreted so as to mandate any such appropriations.

4. The Emergency Management Coordinator is designated to coordinate with other offices and shall periodically report on the activities, accomplishments, and progress, and shall prepare an annual

progress report to be submitted to the Hudson County Office of Emergency Management. The status reports shall be submitted on a yearly basis by a predetermined date as agreed upon by all stakeholders.

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Alyscoppola Asst.
~~Melissa L. Longo,~~ Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

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

JUL 08 2015

James J. Farina

CITY CLERK

SECTION 1. INTRODUCTION

2015 Plan Update Changes

- This section was updated to reflect the organization of the 2015 HMP Update

1.1 BACKGROUND

In response to the requirements of the Disaster Mitigation Act of 2000 (DMA 2000), Hudson County, and the cities, towns and boroughs located therein, have developed this Hazard Mitigation Plan (HMP), which is an update of the 2008 Hudson County All Hazard Mitigation Plan. DMA 2000 amends the Stafford Act and is designed to improve planning for, response to, and recovery from, disasters by requiring State and local entities to implement pre-disaster mitigation planning and develop HMPs. The Federal Emergency Management Agency (FEMA) has issued guidelines for HMPs. The New Jersey Office of Emergency Management (NJOEM) also supports plan development for jurisdictions in New Jersey.

Specifically, DMA 2000 requires that States, with support from local governmental agencies, update HMPs on a five year basis to prepare for and reduce the potential impacts of natural hazards. DMA 2000 is intended to facilitate cooperation between state and local authorities, prompting them to work together. This enhanced planning will better enable local and State governments to articulate accurate needs for mitigation, resulting in faster allocation of funding and more effective risk reduction projects.

1.1.1 DMA 2000 Origins -The Robert T. Stafford Disaster Relief and Emergency Assistance Act

The *Federal Emergency Management Agency* (FEMA) estimates that for every dollar spent on damage prevention (mitigation), twice that amount is saved through avoided post-disaster damage repair.

In the early 1990s, a new federal policy regarding disasters began to evolve. Rather than simply reacting whenever disasters strike communities, the federal government began encouraging communities to first assess their vulnerability to various disasters and proceed to take actions to reduce or eliminate potential risks. The logic is simply that a disaster-resistant community can rebound from a natural disaster with less loss of property or human injury, at much lower cost, and, consequently, more quickly. Moreover, other costs associated with disasters, such as the time lost from productive activity by business and industries, are minimized.

DMA 2000 provides an opportunity for States, tribes and local governments to take a new and revitalized approach to mitigation planning. DMA 2000 amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act by repealing the previous mitigation planning provisions (Section 409) and replacing them with a new set of requirements (Section 322). This section sets forth the requirements that communities evaluate natural hazards within their respective jurisdictions and develop an appropriate plan of action to mitigate those hazards, while emphasizing the need for State, tribal and local governments to closely coordinate mitigation planning and implementation efforts.

The amended Stafford Act requires that each local jurisdiction identify potential natural hazards to the health, safety and well-being of its residents and identify and prioritize actions that can be taken by the community to mitigate those hazards—before disaster strikes. For communities to remain eligible for hazard mitigation assistance from the federal government, they must first prepare, and then maintain and update an HMP (this plan).

Responsibility for fulfilling the requirements of Section 322 of the Stafford Act and administering the FEMA Hazard Mitigation Program has been delegated to the State of New Jersey, specifically to NJOEM. FEMA also provides support through guidance, resources, and plan reviews.

1.1.2 Benefits of Mitigation Planning

The planning process will help prepare citizens and government agencies to better respond when disasters occur. Also, mitigation planning allows Hudson County as a whole, as well as the participating Hudson County municipalities and municipal utility authorities to remain eligible for mitigation grant funding for mitigation projects that will reduce the impact of future disaster events. The long-term benefits of mitigation planning include:

- An increased understanding of hazards faced by Hudson County communities
- A more sustainable and disaster-resistant community
- Financial savings through partnerships that support planning and mitigation efforts
- Focused use of limited resources on hazards that have the biggest impact on the community
- Reduced long-term impacts and damages to human health and structures and reduced repair costs

1.1.3 Organizations Involved in the Mitigation Planning Effort

Hudson County and the participating jurisdictions intend to implement this HMP with full coordination and participation of County and local departments, organizations and groups, as well as by coordinating with relevant State and Federal entities. Coordination helps to ensure that stakeholders have established communication channels and relationships necessary to support mitigation planning and mitigation actions included in Section 6 and in the jurisdictional annexes in Section 9. In addition to Hudson County, all municipalities and the listed municipal utility authorities have participated in the planning process (Table 1-1 and Figure 1-1).

Table 1-1. Participating Jurisdictions in Hudson County

Participation Municipalities		Municipal Utility Authorities
City of Bayonne	Borough of East Newark	Bayonne MUA
Town of Guttenberg	Town of Harrison	Jersey City MUA
City of Hoboken	City of Jersey City	Kearny MUA
Town of Kearny	Township of North Bergen	North Bergen MUA
Town of Secaucus	City of Union City	Secaucus MUA
Township of Weehawken	Town of West New York	North Hudson Sewage Authority

Multiple Agency Support for Hazard Mitigation

Primary responsibility for the development and implementation of mitigation strategies and policies lies with local governments. However, local governments are not alone; various partners and resources at the regional, state and federal levels are available to assist communities in the development and implementation of mitigation strategies. Within New Jersey, NJOEM is the lead agency providing hazard mitigation planning assistance to local jurisdictions. NJOEM provides guidance to support mitigation planning. In addition, FEMA provides grants, tools, guidance, training, and instruction to support mitigation planning.

Additional input and support for this planning effort was obtained from a range of agencies and through public involvement (as discussed in Section 3). Under the project management of the Hudson County Office of Emergency Management, oversight for the preparation of this HMP was provided by the Hudson County

Hazard Mitigation Steering and Planning Committees. Details regarding the roles and responsibilities of the Steering and Planning Committee are also further discussed in Section 3. The Steering Committee includes representatives from County departments and agencies have been formed as a leadership group to plan, guide, expedite, and implement the planning process. A list of Steering Committee and Planning Committee members is provided in Section 3.

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION FURTHER AMENDING THE PROFESSIONAL SERVICE CONTRACT WITH EI ASSOCIATES FOR PROFESSIONAL ENGINEERING SERVICE TO THE CITY OF HOBOKEN FOR THE BACKUP GENERATORS PROJECT FOR A TERM TO EXPIRE JUNE 30, 2016, BUT WITH AN INCREASE IN THE NOT TO EXCEED AMOUNT BY $57,500.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $134,730.00.

WHEREAS, service to the City as General Electrical Engineer is a professional service as defined by N.J.S.A. 40A:11-1 et seq. and as such, is exempt from public bidding requirements pursuant to N.J.S.A. 40A:11-5; and,

WHEREAS, in 8/2013 the City of Hoboken was made aware of potential power related issues at city properties, and thereafter obtained four (4) quotes, on an emergency basis, for the Professional Services, of which EI Associates responded to with the most advantageous proposal, and was awarded a contract; and,

WHEREAS, the contract was amended to extend the term and increase the contract amount in 4/2015, and the City now seeks to further amend the contract through 6/30/2016 and increase the not to exceed amount by $57,500.00, as set forth in the attached proposal, for a total not to exceed amount of $134,730.00; and,

WHEREAS, certification of funds is available as follows:

> I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $57,500.00 for the Backup Generator Project site is available as follows: $47,500.00 is available in the following appropriations C-04-60-708-110, and $10,000.00 is available in the following appropriation G-55-56-CD3-301 in the City's capital and CY2015 budget; and I further certify that these accounts are available and appropriate for said expenditures; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.
>
> Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED (*a majority of the full council voting in the affirmative*) by the City Council of the City of Hoboken as follows:

A. This resolution amends the award of the contract to EI Associates for professional engineering services, in an increased amount of Fifty Seven Thousand Five Hundred Dollars ($57,500.00) for a total contract amount of $134,730.00, in accordance with the proposals, attached hereto.
B. If the contract amendment, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.
C. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City

Council.

BE IT Further RESOLVED that the City Council of the City of Hoboken authorizes the Mayor to enter into the herein described contract amendment with EI Associates; and,

BE IT FURTHER RESOLVED that the City Clerk shall publish this resolution in the City's official newspapers immediately; and,

BE IT FURTHER RESOLVED that this resolution shall take effect immediately as allowed by law.

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

~~Mellissa L. Longo~~, Esq.
Asst. Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino	✓			
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
Ravi Bhalla, Council President	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 08 2015

CITY CLERK

CITY OF HOBOKEN
Budget Entry Verification Listing

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-708-110 Contractor & 40A:2-20 cost (2010)	Encumbrance	CFO Cert meeting 07/08/2015	47,500.00	1
G-55-56-CD3-301 Multi Service Center Improve	Encumbrance	CFO Cert meeting 07/08/2015	10,000.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	47,500.00
	G-55	0.00	0.00	0.00	0.00	0.00	10,000.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	57,500.00

	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:	2	57,500.00
Total:	2	57,500.00

There are NO errors in this listing.

	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:	2	57,500.00

Batch: GDS Updated Entries: 2 Updated Amount: 57,500.00 Ref Num: 3585

EI ASSOCIATES
ARCHITECTURE
ENGINEERING
CONSTRUCTION

8 RIDGEDALE AVENUE
CEDAR KNOLLS, NJ 07927
www.eiassociates.com

TELEPHONE (973) 775-7777
FACSIMILE (973) 775-7770
E-MAIL: info@eiassociates.com

29 June 2015
7026R1

City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Attn: Quentin Wiest
Business Administrator

Dear Mr. Wiest:

EI Associates (EIA) proposes to provide the services of Frank Brancato to work under the direction and supervision of the City of Hoboken. Frank's rate will be $110 per hrour plus reimbursable expenses. Reimbursable expenses will be billed in accordance with our standard reimbursable expense sheet attached. We understand Frank will be working for the City of Hoboken approximately 20 hours per week. Based on 500 man-hours, our fee would be $55,000 plus reimbursable expenses. We recommend you establish an allowance of $2,500 to cover reimbursable expenses.

We look forward to working with you on this important project. Please forward your purchase order referencing this proposal number. Please contact us if you have any questions or require any additional information.

Respectfully submitted,

EI ASSOCIATES
Architects &
Engineers, PA

Richard Basta, AIA, CID, LEEDAP
Sr. Vice President-Design

Attachments: Reimbursable Expense Sheet

Cc: EI Distribution

EI ASSOCIATES
CHARGES FOR REIMBURSABLE EXPENSES FOR DESIGN PROJECTS

Expenses incurred in the interest of the project are charged at the following rates, or if not shown, at cost plus 15%.

1. Reproduction expenses as follows:

Digital Bond First Copy – 30 x 42	$7.98 each
Digital Bond Print – 30 x 42	$3.50 each
Digital Bond First Copy – 24 x 36	$5.35 each
Digital Bond Print – 24 x 36	$2.50 each
Photocopy – 8.5 x 11	$0.18 per sheet
Photocopy – 11 x 17	$0.35 per sheet
Color Copy – 8.5 x 11	$2.00 each
Color Copy – 11 x 17	$3.00 each
CAD Color Plot – 30 x 42	$27.00 each
CAD Color Plot – 24 x 36	$18.00 each
CAD Check Plot – 8.5 x 11	$2.50 per plot
CAD Check Plot – 11 x 17	$2.75 per plot
CAD Check Plot – 15 x 21	$3.00 per plot
Staple Prints	$1.50 per set
Wire or GBC Punch & Bind	$11.55 set
Acco Punch & Bind	$8.60 per set
Acetate 8.5 x 11	$0.75 each
Scan to Disc	$18.00 per dwg.

2. Downward conversion of latest version of AutoCAD to earlier version @ $75 per drawing. Retrieval of archived information: base fee $250.

3. Bind, purge, audit and publish AutoCAD files @ $25 per drawing.

4. Fax at $.50 per Page.

5. Automobile travel at $.575 per mile. Travel involving airplanes, rental cars, hotels, etc. at cost + 15%.

6. Messenger and overnight delivery charges at cost + 15%.

7. Subconsultants such as geotechnical, surveying, asbestos remediation, and specialty consultants at cost + 25%.

20

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO AMEND THE AWARD of THE CONTRACT TO STARR WHITEHOUSE FOR THE PROVISIONS OF DESIGN, PERMITTING AND CONSTRUCTION OVERSIGHT FOR BLOCK 12 FOR THE CITY IN ACCORDANCE WITH THE CURRENT CONTRACT, WITH NO CHANGE IN THE EXPIRATION DATE, BUT WITH AN INCREASE IN THE AMOUNT NOT TO EXCEED AMOUNT BY $8,800.00, FOR A TOTAL NOT TO EXCEED AMOUNT OF $473,102.00.

WHEREAS, the City previously awarded and thereafter amended a design, permitting and construction oversight contract to Starr Whitehouse for Block 12, for a total actual not to exceed amount of $464,302.00 through December 31, 2015, in accordance with applicable Local Public Contract and Pay to Play laws; and,

WHEREAS, the City now seeks to amend the total contract amount an additional $8,800.00 in accordance with the attached June 24, 2015 proposal, for a new total contract amount of $473,102.00 ($268,726.00 of the current contract amount of $464,302.00 remains as of 7/1/2015); and,

WHEREAS, the contractor shall be required to continue to abide by the City and State Pay to Play laws and all related contract compliance laws; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $8.800.00 is available in the following appropriations C-04-60-711-120 in the open space parks bond; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose.

Signed: _____, George DeStefano, CFO

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

A. This resolution amends the contract to Starr Whitehouse, for an additional $8.800.00 (for services as described in the attached June 24, 2015 proposal of Starr Whitehouse); and, aside from the change in contract amount and change in services, the remainder of the terms shall be in accordance with the original agreement and all attachments thereto; to the extent that the attached June 24, 2015 proposal seeks to amend any terms other than the contract amount and scope of services, same shall be rejected.

B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into an amendment to the contract, as redefined by this resolution, and any other steps necessary to effectuate this resolution.

C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.

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

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

~~Melissa L. Longo~~, Esq.
Asst. Corporation Counsel

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, NJ AT A MEETING HELD ON: JUL 08 2015

CITY CLERK

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

CITY OF HOBOKEN
Budget Entry Verification Listing

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-711-120 Parks Acq Ord Z-94 40A:2-20 Cost	Encumbrance	CFO Cert for meeting 07/08/2015	8,800.00	1

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	8,800.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	8,800.00

	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	8,800.00
Total:	1	8,800.00

There are NO errors in this listing.

	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	8,800.00

Batch: GDS Updated Entries: 1 Updated Amount: 8,800.00 Ref Num: 3586

STARR WHITEHOUSE
Landscape Architects
and Planners PLLC

80 Maiden Lane, Suite 1901
New York, New York 10038
212.487.3272, Fax 212.487.3273
www.starrwhitehouse.com

June 24, 2015

Stephen D. Marks, PP, AICP, CFM, LEED GA
Municipal Manager
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Subject: Hoboken SW Block 12 Park Design, Additional Services 3

Dear Mr. Marks,

I am writing to request funding for one item of additional professional services required for the completion of Block 12 Park:

1. **Additional Geotechnical Investigation**—Prior geotechnical investigations (authorized under Additional Services 2) took site borings to a depth of 50 feet, but were unable to reach bedrock or competent bearing materials. This total depth information is needed to calculate site settlement related to the park design. The proposed additional geotechnical investigation will provide for one deep boring, as detailed in the attached proposal from Langan Engineers. Borings greater than 50 feet required a NJDEP permit. For budgetary purposes, this proposal assumes a boring depth of 85 feet. The proposed fee includes field services, associated permits, and engineering review.
   Services by Langan Engineering: $7,850
   Coordination/Management by Starr Whitehouse: $950

The total value of this Additional Services 3 is $8,800. Please let me know if you have questions or need additional information for your review and approval of these requests.

Sincerely,

Stephen Whitehouse

Stephen Whitehouse, ASLA, AICP
Partner

Attachment: Langan Engineering proposal (5 pages)

LANGAN

Technical Excellence
Practical Experience
Client Responsiveness

12 June 2015
Via email: wandringa@StarrWhitehouse.com

Wendy Andringa
Landscape Architect
Starr Whitehouse Landscape Architects and Planners PLLC
80 Maiden Lane, Suite 1901
New York, NY 10038

Re: Proposal for Supplemental Subsurface Investigation Services
Hoboken SW Block 12 Park ("The Project")
Hoboken, New Jersey
Langan Project No. 100497601

Dear Ms. Andringa:

Langan Engineering and Environmental Services, Inc. (Langan) is pleased to submit this proposal for supplemental subsurface investigation services for the proposed Hoboken SW Block 12 Park project in Hoboken, New Jersey. The following sections include a brief description of our project understanding followed by our scope of services, estimated cost and schedule.

PROJECT BACKGROUND

The site is located on Block 12 in the southern portion of Hoboken, New Jersey and is bound by Paterson Avenue to the north, Observer Highway to the south, Harrison Street to the west and Jackson Street to the east. The site does not include Lots 8, 10 and 11, which are located at the center of the block and include residential and commercial structures.

The majority of the southern portion of the site (Lot 1 through 17 and 13 through 18) is currently occupied by an at-grade parking lot and a vacant overgrown area (Lot 12). The northern portion of the site (Lot 9) is owned by the City of Hoboken and is an undeveloped property with a cobble stone road at its southern end. The site grades for both portions of the site typically range from el 3 to el 5.

The proposed construction includes the demolition of the parking lot and construction of a city park. The proposed park will include grass and pervious paver areas, a stepped retaining wall, utility shed, bathroom facility, light poles and subsurface stormwater detention basins. Site grades will be raised by about 3 ft to 4 ft to achieve the design grades.

Previous Investigation

Three borings were drilled on 10 June 2015 in accordance with the 26 March 2015 proposal. These borings indicated that the subsurface conditions consisted of fill materials underlain by a peat layer over thick soft clay deposits. No suitable bearing stratum was encountered within the termination depths of the borings. Although borings extended to 50 ft below surface (more than the budgeted length), the bottom of the soft clay layer was not found. Thus, deeper borings are required to determine the thickness of the compressible soft layer, which is needed for settlement estimates.

SCOPE OF WORK

Our proposed scope of work is summarized below.

1. Supplemental Subsurface Investigation

We propose the following investigation be implemented:

- Borings: Drilling 1 deep boring in the area where site grades will be raised. The boring needs to extend sufficiently into competent bearing materials or to rock. We have assumed 85 feet deep boring for budgetary purposes. This deep boring will require a permit from NJDEP. The boring will be drilled using a conventional truck mounted rig.

  Boring will extend to the specified depths, suitable bearing strata or to rock, whichever is encountered first. Rock, if encountered, will be cored using NX-size double-tube core barrels. Borings will be performed using rotary-mud drilling technique. Standard Penetration Tests (SPT) will be made continuously in approximately the upper 12 ft and at 5-ft intervals thereafter. Standard Penetration Resistances (N-values) will be measured and recorded. Undisturbed samples (i.e. Shelby tube) will be obtained from soft compressible layers for testing, if encountered.

  If suitable bearing strata are not encountered at the anticipated depths, boring must extend deeper until suitable bearing strata is encountered. Should this be found to be the case, we will contact you prior to extending the borings. The drilling and inspection charges will then be adjusted accordingly based on the total drilling length and inspection time.

Field Work Coordination and Excess Soils

We anticipate that the Owner will arrange uninterrupted access to investigation/test locations. A minimum 25 feet by 40 feet clear area is required for each test location. All work will be performed on a continuous basis such that the drilling and test pit crew will have full and continuous access to all locations.

The materials (drill cuttings, drill fluid) generated during the investigation will be placed back into the boreholes upon completion. Any excess materials will be left in the unpaved areas of the site, unless otherwise directed.

Utility Survey (Optional)

We will retain the investigation subcontractors who will call for utility mark-outs through the official One-Call system prior to the start of field work. We will, therefore, rely on the marks made by the One-Call system to identify the locations of utilities prior to the start of field operation; unless a special utility mark-out is authorized by the Owner.

If requested, we can retain a specialty utility surveying service that will mark the locations of the underground utilities at the proposed boring locations for an additional cost. We highly recommend that this survey be completed prior to drilling. We assume that the owner will provide us all available drawings/survey showing the locations of underground utilities within the site to accelerate the work.

Assumptions

- The Owner will arrange site access and will provide uninterrupted access to the boring and test pit locations. All field work will be performed on a continuous basis such that the field crew will have full and continuous access to all locations.
- We assume that boring locations will be accessible by a conventional drill rig.
- The Owner will cooperate to locate on-site utilities, unless a special underground utility survey is authorized by the Owner for an additional cost.
- Work can be completed during normal work hours.
- Excess drill cuttings and excavated soil will remain on-site.
- Access to a water supply will be provided.
- Surfaces of the drilled holes in asphalt or concrete will be restored with cement grout or cold-patch blacktop

- We assume standard level D protection procedure with no special environmental drilling procedures (no drumming, no double casing, no steam wash etc). Environmental sampling, testing and evaluation are not part of this proposal.

2. Engineering Observation of Subsurface Investigation

We will provide full-time engineering observation of the investigations and all field information will be recorded on logs. The description of encountered soil will be based on the Unified Soil Classification system.

3. Laboratory Testing

All soil samples will be transported to our office for further examination and verification. Selected samples will be tested to determine their engineering properties. At this time, we anticipate that the testing will consist of Atterberg limits, consolidation and water content tests to confirm soil classifications and to provide input for engineering analysis.

COST

A breakdown of the estimated costs for the supplemental subsurface investigation services outlined above is provided in the attached Table A. We can begin work one week after your written authorization to proceed, depending on the availability of the subcontractor and weather conditions. We anticipate that you will provide us access to perform the investigation. Field work is expected to take about 1 day. The laboratory testing will take about 2 weeks.

CLOSURE

We look forward to working with you on this project. Please sign authorization block below and return a copy to us for our records. If you have any questions, please call us at (201) 794-6900.

Very truly yours,
Langan Engineering and Environmental Services, Inc.

Bahadir Eksioglu, P.E.
Senior Project Manager

Leonard D. Savino, P.E.
Principal

cc: Sony David (Langan)

COST ESTIMATE

Supplemental Subsurface Investigation Services
Hoboken SW Block 12 Park
Hoboken, New Jersey

TASK	ITEM	QUANTITY	TOTAL QUANTITY	UNIT PRICE	COST ENG	COST SUB
1 Subsurface Investigation						
Borings						
Truck Rig Mob/Demob			1 rig	$800 ea		$800
Soil Drilling	1 borings	80 LF/boring	80 LF	$40 /ft		$3,200
NJDEP Permit			1 permit	$250 ea		$250
PID equipment rental			1 days	$100 /day		$100
Utility survey/clearance			0.5 days	$3,000 /day		$1,500
2 Engineering Observation of Investigation						
Inspection of Borings			1 days	$1,200 /day	$1,200	
Support and coordination by Sr. Engineer			1 hr	$200 /hr	$200	
3 Laboratory Testing						
Water content, condolidation, Atterberg limits			1 LS	$600		$600
4 Evaluation and Geotechnical Engineering Report				*covered under the original proposal*		
Evaluation and geotechnical report						
				ENGINEERING SUBTOTAL:	**$1,400**	
				SUBCONTRACTOR SUBTOTAL:		**$6,450**
				TOTAL:	**$7,850**	

Notes:

1 The estimate given is based on the given number of borings drilled to given depths using specified equipment.
2 Site is assumed to be accessible by a conventional truck rig and a special restricted access rig.
3 Depth of borings may be reduced or increased depending on the subsurface conditions.
4 Boreholes will be backfilled with excavated soil and any excess soil will be placed in drums at boring location site (unless otherwise directed).
5 Changes in the number of borings or in the average depths or in drilling days or inspection days will affect
6 Subcontractor and inspection charges accordingly. Additional work will be invoiced in accordance with the unit rates given above.
7 Test pits will be performed with rubber a tire backhoe and will be backfilled with excavated materials.
8 Paved surfaces will be restored with cold patched asphalt.
9 All work is based on standard 8-hour per day and a standard 40 hour week.
10 The owner will make necessary arrangements so that uninterrupted access to boring locations is provided.
11 Stand-by access time will be billed as $330 per hour subcontractor crew and $150 per hour for inspecting engineer.
12 The owner will cooperate to locate on-site utilities (if any) and to obtain permits.
13 The owner will help to access a source of water for the drilling operations.
14 Investigation scope of work is shown above
15 *Excluded services:*
- *Additional and/or deeper borings and pits*
- *Specifications, meetings, design of excavation support system, enviromental sampling and investigation*
- *Construction administration services during construction, engineering inspection services during construction*

12 June 2015
TABLE A

21

Introduced By: [signature]
Second By: [signature]

CITY OF HOBOKEN
RESOLUTION NO._____

RESOLUTION AUTHORIZING EXECUTION OF A CONTRACT BETWEEN THE CITY OF HOBOKEN AND STEVENS INSTITUTE OF TECHNOLOGY FOR OPERATION OF THE CY2015 HOBOKEN JUNIOR POLICE ACADEMY PURSUANT TO THE ATTACHED AGREEMENT.

WHEREAS, the City of Hoboken wishes to conduct its annual Hoboken Junior Police Academy; and,

WHEREAS, the purpose of the Academy will be to teach, instruct, and develop the interests and skills in conflict resolution, law enforcement, physical fitness and police training of individuals between the ages of 12 years old and 15 years old; and,

WHEREAS, Stevens Institute owns educational and athletic facilities located in Hoboken, New Jersey; and,

WHEREAS, Stevens Institute is willing to make these facilities available to the City of Hoboken for the purpose of operating the CY2015 Junior Police Academy, pursuant to the attached agreement.

NOW THEREFORE BE IT RESOLVED, the City Council of the City of Hoboken hereby authorizes the Administration to contract with Stevens Institute for said services, in accordance with the attached agreement, and further authorizes the Mayor or her designee to execute and effectuate the attached or one substantially similar without any substantive changes.

Meeting Date: July 8, 2015

Reviewed:

Quentin Wiest
Quentin Wiest
Business Administrator

Approved as to form:

Alysia Proko [signature]
~~Mellissa Longo~~, Esq.
Asst. Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Bhalla	/			

AGREEMENT

This **AGREEMENT** (hereinafter referred to as this "**Agreement**") is effective as of July 13th, 2015 (hereinafter "**Effective Date**") by and among **Stevens Institute of Technology**, a non-profit corporation organized and existing under the laws of the State of New Jersey (hereinafter referred to as "**Stevens**") and the City of Hoboken, a municipal corporation existing under the laws of the State of New Jersey (hereinafter referred to as **"Camp Operator"**). Stevens and Camp Operator are sometimes referred to herein collectively as "parties" and individually as a "party."

WHEREAS, Stevens owns educational and athletic facilities located in Hoboken, New Jersey;

WHEREAS, Camp Operator wishes to use Stevens' facilities identified in this Agreement to conduct a "Hoboken Junior Police Academy" on the terms and conditions set forth in this Agreement; and

WHEREAS, Stevens is willing to make these facilities available to Camp Operator for the purposes set forth in this Agreement;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Permitted Use of Facilities; Fee

A. The Camp Operator shall have the right and license to use, solely for the purposes designated in paragraph (B) below, the facilities described in paragraph (D) below (the "Facilities") from July 13, 2015 until July 17, 2105 pursuant to the schedule in paragraph (D) below.

B. Camp Operator shall use the Facilities to host a youth police academy for individuals between the ages of 12 years old and 15 years old. The purpose of this camp will be to teach, instruct, and develop the Camp participants' interests and skills in conflict resolution, law enforcement, physical fitness and police training. Camp activities shall consist of:

(i) Physical fitness drills and
(ii) Educational seminars

C. Camp Operator shall use the Stevens Facilities authorized by this Agreement solely for the purposes and uses described in this Agreement and solely during the times and dates authorized by this Agreement. Any use by Camp Operator that is not authorized by this Agreement, or the use of any Stevens facility not authorized by this Agreement, or any use during a time or date not authorized by this Agreement, shall constitute a breach of this Agreement.

D. Camp Operator shall be permitted to use, pursuant to the terms of this Agreement, the Walker Gymnasium, the Athletic Training Center, Hayden Hall Lounge, and one classroom to be designated by Stevens on the following dates between the hours of 9:00AM and 3:00PM:

1) July 13,14,15,16 and 17, 2015

E. On the dates authorized in paragraph (D) above, Camp Operator and any of its participants are permitted to enter the Facilities no more than 15 minutes prior to the beginning of the allotted time authorized in paragraph (D) above and shall exit the Facilities no later than 15 minutes after the conclusion of the time period authorized in paragraph (D) above.

F. Stevens shall make available the Schaefer Center Athletic Training Room (the "Training Room") to be used by the designated Health Director of the Camp. Prior to the first day of Camp, the Health Director shall meet with a member of the Stevens athletic staff for briefing on the Camp's permitted use of the facility and the supplies contained within it, as well as the procedures for coordination of concurrent use by Stevens and by other camps. The Health Director shall only use the Training Room during Camp hours, shall use the Training Room solely for the purpose of fulfilling his or her duties as the Health Director of the Camp and for no other purpose, and shall comply with all instructions, limitations, and or procedures the Stevens athletic staff or other Stevens personnel may require, so long as such do not conflict with applicable laws, regarding the use of the Training Room. The Training Room may contain certain supplies belonging to Stevens; the Camp Operator is solely responsible for providing supplies required by applicable law and will, to the extent it uses supplies belonging to Stevens, promptly replace such supplies.

G. Camp Operator shall not receive any dining services from Stevens, and Camp Operator shall be solely responsible for providing Camp participants with meals. Camp Operator shall ensure compliance with all federal, state, and local laws and regulations regarding provision of food and beverage.

H. Camp Operator's use of Stevens' Facilities shall, at all times, be non-exclusive and pursuant to the schedule in paragraph (D) above. Camp Operator shall cooperate with, and share its use of the Facilities with, other persons or groups authorized to use Stevens' Facilities including, without limitation, other Stevens' programs.

I. Stevens shall provide to the Facilities, at its own expense, basic utilities and maintenance services of the type Stevens regularly provides to such Facilities. Stevens shall not be responsible for the provision or cost of (i) any service in type or amount beyond those it normally provides to Stevens' facilities, (ii) any extra utilities utilized by Camp Operator, or (iii) any other service not agreed to in writing by the parties to this Agreement.

J. Notwithstanding anything in this Agreement to the contrary, Stevens shall have the right to cancel Camp Operator's use of the Facilities for any day and/or time specified in paragraph (D) above, upon not less than twenty-four (24) hours prior notice. Stevens shall attempt to arrange for Camp Operator to use an alternate Stevens' facility, but shall be under no obligation to do so.

2. Operation of Facilities

A. Camp Operator shall have sole responsibility for the operation and control of all Camp Operator activities. Stevens does not, in any way, undertake or assume to control, supervise, or interfere with the manner in which Camp Operator's activities are carried out including, without limitation, all such activities occurring in the Facilities or elsewhere. Camp Operator is solely and entirely responsible, at all times, for operation and supervision of all Camp Operator events and activities, and for the supervision and safety of all Camp Operator employees, participants, contractors, vendors, agents, and all other individuals associated with Camp Operator. Camp Operator is solely responsible for the supervision and safety of all Camp participants for the entire

time the participants are on Stevens' premises, including but not limited to those times that may be prior to and/or subsequent to the authorized activity times specified in this Agreement.

B. Camp Operator shall have sole responsibility for ensuring compliance with all requirements of federal, State of New Jersey, and local laws and regulations applicable to the Camp or the Camp's use of the Facilities including, without limitation, the New Jersey Youth Camp Standards, N.J.A.C. 8:25 (hereinafter "Camp Standards") which include, but are not limited to, the following:

(i) Obtain a certificate of approval from the New Jersey Department of Health and Senior Services and provide a copy of such certificate to Stevens no later than a month prior to the first day of Camp.

(ii) Develop and maintain the written policies and procedures as required by the Camp Standards including, but not limited to, the following:

a. Disciplinary
b. Personnel
c. Job descriptions
d. Emergency (Camp evacuations, fires, natural disasters, lost campers, serious accidents, illness or injury, first aid, infection control, and blood borne pathogen)
e. Daily health supervision
f. Inclement weather

(iii) Each policy listed in (2)(B)(i) shall be delivered by Camp Operator, one month prior to the Camp start date, to Jason Cappadoro, Business Manager of Athletics, and shall be subject to review by Stevens to ensure compatibility with Stevens' emergency protocols and related policies.

(iv) Designate a Camp Director who is at least 21 years old with the requisite prior experience and who will be present for all activities of the Camp, and notify Stevens of the identity and full contact information for said Camp Director.

(v) Conduct an orientation for Camp staff that (a) covers all policies and procedures described under Section (2)(B)(i) of this Agreement and (b) informs staff of their legal duty to recognize and report child neglect and abuse pursuant to New Jersey law.

(vi) Prior to permitting any Camp employee to enter Stevens' premises, Camp Operator shall conduct a criminal history check for each adult staff member and a sex offender background check for all staff members prior to the first day of Camp.

(vii) Ensure that the following are available: shelter for campers in case of inclement weather, a place for sick campers to lie down, means of emergency communication, bathroom facilities, and bottled liquids or water fountains.

(viii) Maintain required Camp staff to camper ratio based on camper age, as designated by the Camp Standards.

(ix) Ensure that high-risk activities are supervised by a qualified adult high-risk activity specialist who has specialized training in the particular activity.

(x) Designate a Health Director to run the Camp's medical program, who satisfies the requirements of the Camp Standards, and who will be responsible for proper medical recordkeeping, for the care and treatment of all campers, and for the compliance with all other Health Director duties according to the Camp Standards. Prior to the first day of Camp, the Camp Director shall provide Jason Cappadoro with the name and contact information of the designated Health Director.

(xi) Obtain a written health history report for each camper from his or her parent or guardian and maintain such report on file on the premises, in accordance with the Camp Standards.

(xii) Obtain a written health history report from each Camp staff member (or his or her parent or guardian if under the age of 18) and maintain such report on file on the premises, in accordance with the Camp Standards.

(xiii) Obtain a written parental consent form that authorizes emergency medical treatment from each camper's parent or guardian and maintain such a report on file on the premises.

(xiv) Make arrangements with a local emergency medical service or ambulance squad for medical transport in the case of an emergency, and notify Stevens of the identity and contact information of such service prior to the first day of Camp.

(xv) Collect immunization records for each camper and maintain such records on file on the premises.

(xvi) Obtain authorization from a camper's parent, guardian or prescribing physician before agreeing to administer any prescription medications.

(xvii) Maintain a medical record for each camper and maintain such record on file on the premises.

(xviii) Report all serious injuries to the Department's Youth Camp Safety Project and to Stevens' Business Manager within twenty-four (24) hours of injury.

This Section identifies certain provisions of New Jersey law, but is not exhaustive. The Camp Operator shall comply with all requirements of the law, whether or not they are included specifically in this Agreement. Nothing in this Agreement shall be deemed to exempt the Camp Operator from compliance with any duty imposed upon it by law or to impose any such duty instead on Stevens.

C. Additional Requirements

(i) At no time shall the Camp Operator permit any person who is younger than eight (8) years old to be enrolled in or participate in any activity carried out on Stevens' premises.

(ii) Camp Operator shall not employ any individual, or permit any employee, contractor or agent of the Camp Operator to enter the Facilities or any premises owned by Stevens, until said individual has passed all requisite criminal and sexual offense background checks in satisfaction with New Jersey law.

(iii) Camp Operator must provide a letter to Stevens certifying that each employee, contractor or agent of the Camp Operator has undergone the proper background and sexual offense checks prior to the first day of Camp.

(iv) Camp Operator agrees that it will cause its employees, contractors and agents to conform to and immediately comply with any directions or instructions given by authorized Stevens personnel and with all pertinent rules, regulations, and policies of Stevens, so long as same is not in violation of any applicable federal, state or local law or regulation. The parties acknowledge and agree that Stevens shall have the right to unilaterally bar any person including the Camp Operator or any employee, contractor, vendor or agent of the Camp Operator in the event that Stevens obtains knowledge that any such person is in violation of Section 2(C)(ii).

(v) Camp Operator shall follow Stevens' rules regulating Camp participant drop-off and pick-up procedures pursuant to Exhibit A to this Agreement.

(vi) Camp Operator shall not hire any contractor, vendor or outside agent to perform any of its obligations or take any action on Stevens' premises without Stevens' prior written consent and provision of appropriate assurance of insurance coverage satisfactory to Stevens.

3. Parking

Camp Operator is solely and entirely responsible for independently securing parking for all Camp Operator employees, contractors, vendors, agents, participants and all other individuals associated with Camp Operator.

4. Term; Termination

A. The "Term" of this Agreement shall be from the Effective Date to July 17. 2015 and shall terminate automatically without notice or further action of either party.

B. Notwithstanding anything to the contrary contained in this Agreement, Stevens shall have the right to immediately terminate this Agreement if (i) Camp Operator fails to maintain insurance as required by this Agreement, (ii) Stevens obtains knowledge that any Camp Operator participant has entered Stevens' premises unaccompanied by an adult, or (iii) if Camp Operator fails to comply with any Federal, State of New Jersey or local law or regulation.

C. If either party materially breaches any term of this Agreement, other than as contemplated by Section 4(B) of this Agreement the non-breaching party may deliver written notice to the breaching party. The breaching party shall use all reasonable efforts to cure such breach within two (2) business days of notice from the non-breaching party, if the breach is capable of cure. If such breach is capable of cure and within such period the breaching party has not cured such breach, the non-breaching party shall have the right to terminate this Agreement upon further written notice.

D. Immediately upon termination pursuant to this Section 4, Camp Operator and all employees, participants, agents, contractors and vendors of Camp Operator shall discontinue use of and immediately vacate Stevens' premises.

E. Upon termination of this Agreement for any reason, or upon the expiration of the term of this Agreement, neither party shall be relieved from performing obligations which are considered continuing obligations, and which were incurred prior to such termination or expiration. The provisions of Sections 5, 6, 7, 8, 9, 10, and 11 shall be considered continuing obligations, and shall survive any termination of this Agreement.

5. Damage to Property/Property Loss

Camp Operator agrees to and hereby does assume full responsibility for any loss of or damage to any property, equipment, or facilities belonging to Stevens that is occasioned by, or in any way results from, the use of Stevens' Facilities, or of any adjacent or contiguous property by or in connection with Camp Operator's use including, without limitation, by Camp Operator or any employee, agent, contractor, vendor or participant associated with Camp Operator. Unless a health or safety risk is presented by the loss or damage, Stevens shall provide notice of loss or damage to Camp Operator and provide Camp Operator with twenty (20) days to repair or remedy the loss or damage, during which time Stevens shall provide Camp Operator with any and all necessary access for remediation. If Camp Operator fails to repair or remediate any loss or damage hereunder or if a health or safety risk requires immediate attention, Stevens may, in its sole discretion, repair or replace such lost or damaged property, equipment or facilities without consultation with or

notification to Camp Operator, and Camp Operator shall promptly reimburse and indemnify Stevens for the cost of such repairs or replacement.

6. Insurance and Indemnity

A. Insurance

(i) Throughout the entire term of this Agreement, Camp Operator shall at its sole cost and expense, procure and maintain policies of comprehensive general liability insurance in an amount not less than $1 million per incident and $2 million annual aggregate during the period covered by this Agreement, and shall name Stevens as an additional insured. Such comprehensive general liability insurance shall provide (a) personal injury coverage in an amount not less than $1,000,000; (b) fire damage insurance in the amount of $300,000 for any one fire; (c) abuse or molestation coverage must be specifically included; and (d) broad form contractual liability coverage for Camp Operator's indemnification obligations under this Agreement.

(ii) The minimum amounts of insurance coverage required under this Section shall not be construed to create a limit of Camp Operator's liability with respect to its indemnification under this Agreement. Camp Operator shall provide Stevens with written evidence of such insurance upon execution of this Agreement and, at any time, upon request of Stevens.

B. Indemnity

Camp Operator agrees to and hereby does fully and completely indemnify Stevens for the conduct of each person who participates in or attends Camp Operator's activities or otherwise makes use of Stevens' Facilities under the terms of this Agreement, and for any and all losses, damages, or injuries of any kind or nature whatsoever (including death resulting therefrom) to all persons, and to all property (including loss of use thereof), caused by, resulting from, arising out of, or occurring in connection with, Camp Operator's activities under the terms of this Agreement. If any person shall make a claim against Stevens for any loss, damage, or injury (including death resulting therefrom) as hereinabove described, Camp Operator agrees to and hereby does indemnify Stevens and hold it safe and harmless from and against any and all loss, expense, liability, damage, or injury, including attorneys' fees, that Stevens may incur or sustain as the result of any such claim, except where such claim alleges gross negligence, willful conduct, or breach of a statutory duty or obligation by Stevens, or its officers, trustees, agents, or employees. Camp Operator also agrees to and hereby does assume, on behalf of Stevens, the defense of any action or proceeding at law or equity that may be brought against Stevens upon such claim, and to pay all costs and expenses, including attorneys' fees, of whatever nature resulting therefrom and in connection therewith, and to pay on behalf of Stevens, upon demand, the amount of any judgment that may be entered against Stevens in any such action or proceeding, except where such claim alleges gross negligence, willful conduct, or breach of a statutory duty or obligation by Stevens, or its officers, trustees, agents, or employees. All references to Stevens in this paragraph shall include, and all provisions hereof shall inure to the benefit of Stevens' officers, trustees, agents, servants, representatives, and employees.

7. Representations, Warranties and Covenants

Camp Operator represents, warrants and covenants that:

A. It is a valid municipal corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and will remain as such throughout the term of this Agreement;

B. It has full power, authority and legal right to enter into and execute this Agreement and carry out its obligations hereunder;

C. Once this Agreement is executed and delivered by Camp Operator, it shall constitute a valid and legally binding Agreement between Camp Operator and Stevens, enforceable against Camp Operator in accordance with the terms hereof, except as may be limited by bankruptcy, insolvency, or other laws affecting generally the enforceability of equitable remedies;

D. There is no indenture, contract, or agreement to which Camp Operator is a party or by which Camp Operator is bound which prohibits or would prohibit the execution and delivery by Camp Operator of this Agreement or the performance or observation by Camp Operator of any term or condition of this Agreement;

E. To the best of Camp Operator's knowledge, there is no pending or threatened litigation involving Camp Operator which (i) would have any effect on this Agreement or on Camp Operator's ability to perform its obligations hereunder, or (ii) involves any claim against Camp Operator by any Camp participant or parent of a Camp participant.

8. Use of Stevens Name; No Commercial Activity

A. Camp Operator shall not use any name, trade name, trademark, service mark, or any other designation of Stevens, including the names or designations of any school, college, division, department, team or other unit associated with Stevens, or any employee of Stevens, or any contraction, abbreviation, adaptation, or simulation of any of the foregoing, in any advertisement or for any commercial or promotional purpose without the prior written consent of Stevens. Camp Operator understands and agrees that Stevens may use the name and other references to Camp Operator in connection with course catalogue and other informational materials made available to the Stevens' community, including information available via the Internet.

B. Camp Operator shall not, without Stevens' prior written consent, (i) advertise, promote, sell or distribute any product or service on Stevens' premises, or (ii) solicit or utilize any endorsement of any Stevens' employee, student, athlete, or other person affiliated with Stevens in any advertisement, brochure or other promotional material, or (iii) conduct any solicitation or display of political material or material information relating to a political campaign.

9. Notices

A. All notices, requests or instructions hereunder shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid or by telecopy (or like transmission), as follows:

(i) If to Stevens:

Russell B. Rogers, Director of Athletics

Stevens Institute of Technology
Castle Point on Hudson
Hoboken, New Jersey 07030

(a) with a copy to:

Emily Kaczmarek, Business Manager of Athletics
Stevens Institute of Technology
Castle Point on Hudson
Hoboken, New Jersey 07030

and

General Counsel
Stevens Institute of Technology
Castle Point on Hudson, Howe Center, 13th floor
Hoboken, New Jersey 07030

(ii) If to Camp Operator:

Hoboken Police Department
c/o Sergeant Melissa Gigante
One Police Plaza
Hoboken, NJ 07030

(a) with a copy to:

Corporation Counsel
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

B. Any of the above addresses may be changed at any time by notice given as provided above; provided, however, that any such notice of change of address shall be effective only upon receipt. All notices and other communications given to any party to this Agreement in accordance with the provisions of this Section (9) shall be deemed to have been given on the date of receipt, provided that any notice or other communication that is received other than during regular business hours of the recipient shall be deemed to have been given at the opening of business on the next business day of the recipient.

10. Assignment

Neither party may assign, delegate, or transfer at any time to any person any or all of its interest under this Agreement or any or all of its rights or obligations hereunder without the prior written consent of the other party to such assignment, delegation, or transfer. Any purported assignment, delegation, or transfer for which such consent has not been obtained shall be null and void. If consent is granted with respect to an assignment, the assigning party shall not be relieved of any of its obligations hereunder unless such consent specifically so provides.

11. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey applicable in the case of agreements made and to be performed entirely within such State. Each party hereto irrevocably submits to the jurisdiction of the federal or state courts in the State of New Jersey for the purposes of any suit, action or other proceeding arising out of this Agreement or any transaction contemplated hereby; and each party hereto irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the federal or state courts in the State of New Jersey, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

12. Miscellaneous

A. This Agreement and all of the provisions contained herein shall be binding upon and inure to the benefit of both parties and their respective successors and permitted assigns. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement, or any such terms in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, such provision shall be interpreted to be only so broad as is enforceable.

B. This Agreement is not for the benefit of any third party.

C. The captions and headings of the sections are included in this Agreement are only for the convenience of the parties and shall not be held to be part of this Agreement or be considered in the interpretation of this Agreement or any of its provisions.

D. This Agreement and all Exhibits and Schedules attached to, or referenced in this Agreement, contain the entire agreement between the parties with respect to the transactions contemplated hereby, and supersede all prior understandings, arrangements and agreements, written or oral, with respect to the subject matter hereof. No modification of this Agreement shall be effective unless in writing and signed by the party against which it is sought to be enforced.

E. Each of the parties shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby, except as may otherwise expressly be set forth herein. It is expressly understood that the parties are independent of one another and that neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto.

F. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be properly executed and delivered as of the Effective Date.

STEVENS INSTITUTE OF TECHNOLOGY

By: _____ Date: _____
Name: Nariman Farvardin
Title: President

CITY OF HOBOKEN

By: _____ Date: _____
Name: Dawn Zimmer
Title: Mayor

Exhibit A

Custodial Pick-Up and Drop-Off Procedures

A. The designated drop-off and pick-up locations for parents and guardians who are driving to campus will be in front of Walker Gymnasium. Parents and guardians should take Fifth Street off Washington Street and then turn left on River Street. Upon reaching Sixth Street, parents and guardians should turn right and enter campus via the gates near the Babbio Center. Walker Gymnasium is directly up the hill from these gates. Parents are not permitted to leave their vehicles at Walker Gymnasium and walk their camper to the facility where the Camp is taking place. Camp instructors or coaches will be present at the drop-off and pick-up location outside Walker Gymnasium. Parents may not use the 8th Street parking lot as a drop-off or pick-up location. In the event that a parent needs to park on campus, the Babbio Center parking garage may be used for drop-off or pick-up. The Babbio Center parking garage is accessible off Sinatra Drive.

B. Camp Operator shall not permit any camper to leave Stevens' premises with anyone other than his or her parent or guardian unless the Camp Operator has obtained written documentation from the parent or guardian authorizing another person to pick up the camper.

Introduced by: _____
Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION AWARDING A CONTRACT TO REGGIO CONSTRUCTION, INC. FOR THE PROVISIONS OF the SIDEWALK REHABILITATION project AT the MULTI-SERVICE CENTER IN ACCORDANCE WITH THE CITY'S BID NO. 15-18 IN THE TOTAL NOT TO EXCEED AMOUNT OF $136,285.00

WHEREAS, bids were received for the Sidewalk Rehabilitation Project at the Multi-Service Center, as specified in Bid Number 15 - 18; and,

WHEREAS, three (3) bids were received, being:

VENDOR	TOTAL BID
1. Reggio Construction, Inc. Fort Lee, NJ	$136,285.00
2. Sabia Construction LLC Hoboken, NJ	$204,953.10
3. RSC Rising Sun Construction Jersey City, NJ	$353,339.00

WHEREAS, pursuant to the recommendation of the City Engineer (attached hereto) the City wishes to contract for the services specified in Bid No. 15-18, and Reggio Construction, Inc., submitted the lowest, responsible, and responsive bid in the amount of $136,285.00; and,

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that $136,285.00 is available in the following appropriations: $47,864.00 from C-04-60-714-210 and $88,421.00 from G-55-56-CD3-301; and, I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

Signed: _____, George DeStefano, CFO

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

A. This resolution awards a contract to Reggio Construction, Inc. for Bid No. 15-18, in the total amount of One Hundred Thirty Six Thousand Two Hundred Eighty Five Dollars ($136,285.00) for contractor for the Sidewalk Rehabilitation Project at the Multi-Service Center; and, said contract shall be to Reggio Construction, Inc. in accordance with the specifications as set forth in Bid No. 15-18.

B. If the contract, as provided by the City of Hoboken, is not executed by the vendor within 21 days of execution of this award, the City may cancel this award and rebid the project.

C. The contract shall be in accordance with the terms and conditions of the specifications, and the vendor's corresponding bid proposal documents, all of which shall become incorporated by reference into the City's contract with the vendor.

D. No exceptions were noted in the City's Engineer's recommendations or the proposal; therefore, none will be accepted in performing obligations under the bid.

E. Any change orders required shall be subject to formal City Council authorization, and the City shall not be held liable for any amounts above the within contracted amounts unless/until same is authorized and appropriated by formal resolution of the City Council.

F. The Mayor or her agent is hereby authorized to enter into an Agreement with the vendor for said purchase and sale.

G. This resolution shall take effect immediately upon passage.

Meeting date: July 8, 2015

APPROVED:

Quentin Wiest
Business Administrator

APPROVED AS TO FORM:

Mellissa L. Longo, Esq.
Asst. Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY THE COUNCIL OF THE CITY OF HOBOKEN, N.J. AT A MEETING HELD ON: JUL 08 2015

CITY CLERK

CITY OF HOBOKEN
Budget Entry Verification Listing

Batch Id: GDS Batch Date: 07/08/15 Batch Type: Standard

Account No. / Account Description	Type	Entry Description	Amount	Seq
C-04-60-714-210 Z299 $1.8M Road Impvmnt Contractor Cost	Encumbrance	CFO Cert meeting of 07/08/2015	47,864.00	1
G-55-56-CD3-301 Multi Service Center Improve	Encumbrance	CFO Cert meeting of 07/08/2015	88,421.00	2

Fund Description	Fund	Expenditures	Reimbursements	Transfer In	Transfer Out	Cancel	Encumbrances
	C-04	0.00	0.00	0.00	0.00	0.00	47,864.00
	G-55	0.00	0.00	0.00	0.00	0.00	88,421.00
Total Of All Funds:		0.00	0.00	0.00	0.00	0.00	136,285.00

	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:	2	136,285.00
Total:	2	136,285.00

There are NO errors in this listing.

	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:	2	136,285.00

Batch: GDS Updated Entries: 2 Updated Amount: 136,285.00 Ref Num: 3587

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor

AL B. DINEROS, QPA
Purchasing Agent

Date: July 2, 2015

To: Quentin Wiest, Business Administrator
Corporation Counsel

From: Al B. Dineros

Subject: Resolution to Award the Contract for Bid 15 - 18 – Sidewalk Rehabilitation at Multi-Service Center

Reference: (a) Memorandum from Boswell McClave Engineering – July 2, 2015

Boswell McClave Engineering reviewed the bid documentations submitted by three lowest bidders and were satisfied that it met the intent of the specifications and are in compliance with current regulations.

I reviewed the documents submitted by the three (3) bidders and I fully concurred with the recommendation from Boswell McClave Engineering to award the contract to the lowest responsive and responsible bidder.

Total amount of the contract is not to exceed $136,285.00. The vendor will be:

a. Reggio Construction, Inc.
1575 West Street
Fort Lee, NJ 07004

BOSWELL McCLAVE ENGINEERING
ENGINEERS ■ SURVEYORS ■ PLANNERS ■ SCIENTISTS
330 Phillips Avenue • P.O. Box 3152 • South Hackensack, N.J. 07606-1722 • (201) 641-0770 • Fax (201) 641-1831

July 2, 2015

Director Leo Pellegrini
Health and Human Services
City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

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

Dear Mr. Pellegrini:

On July 2, 2015, the City of Hoboken (City) received three (3) bids for the *Sidewalk Rehabilitation at Multi-Service Center* project. As you are aware the construction costs for this project are being funded by the City of Hoboken and a Hudson County Community Development Block Grant (CDBG). Below is a summary all three (3) bids:

Bidder	**Bid Amount**	
Reggio Construction, Inc. 1575 West Street Fort Lee, New Jersey 07024	$136,285.00	Total Bid Price
Rising Sun Construction 54 Magnolia Avenue, Unit 4-5 Jersey City, New Jersey 07306	$353,339.00	Total Bid Price
Sabia Construction, LLC 130-158 John F. Kennedy Dr. N Bloomfield, New Jersey 07003	$49,183,232.10	Total Bid Price

A summary of all bids received is attached, as well as a tabulation of unit costs for all three (3) bidders. Boswell McClave Engineering (Boswell) reviewed all bid documentation submitted by the three bidders and provides the following comments.

BID DOCUMENTATION

Reggio Construction, Inc.

1. Reggio Construction, Inc. appears to have a complete submission.

Rising Sun Construction, LLC

1. Rising Sun Construction, LLC appears to have a complete submission.

Sabia Construction, LLC

1. Sabia Construction, LLC (henceforth, "Sabia") provided unit prices for Bid Item Nos. 1,2,3,4,9,13,14,16,17 and 22 with discrepancies between the written unit price and the numeric unit price. The discrepancies were corrected by the Engineer on behalf of the City in accordance with the INFORMATION FOR BIDDERS, Section III INTERPRETATION AND ADDENDA, Subsection D (1), *"If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used."*

2. Sabia computed the extended totals incorrectly given the corrections to Bid Item Nos. 1,2,3,4,9,13,14,16,17 and 22 referenced above. Sabia provided a total price bid for Bid Items Nos. 1 thru 22 of $204,953.10 (both written and numeric). The actual extended total utilizing the written unit pricing and corrected extended totals is $49,183,232.10. This discrepancy was corrected by the Engineer on behalf of the City in accordance with the INFORMATION FOR BIDDERS, Section III INTERPRETATION AND ADDENDA, Subsection D (2), *"In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summations of the extended totals, the computation by the City of the extended totals shall govern."*

RECOMMENDATION

It is our understanding that the City of Hoboken has adequate funding to award the Total Base Bid for this project. Therefore, Boswell recommends that this contract be awarded to Reggio Construction, Inc. in the amount of $ 136,285.00.

BOSWELL
ENGINEERING

This recommendation is subject to Corporation Counsel's satisfactory review of all bid documentation as well as the CFO's certification that adequate funding has been appropriated. It is also subject to the City to being in receipt of the following, as applicable, before contracts are issued: Performance Bond, Payment Bond, Certificate of Insurance, Affirmative Action Affidavit, and Initial Project Workforce Report (Form AA-201).

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

Sincerely,

BOSWELL McCLAVE ENGINEERING

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

JAP/s
Attachments
cc: Quentin Wiest, Business Administrator
Corporation Counsel, City of Hoboken
City of Hoboken Purchasing Department

150702JAPLJ Bid Recommendation.doc

BOSWELL
ENGINEERING

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

BID SUMMARY
SIDEWALK REHABILITATION AT MULTI-SERVICE CENTER BID NO. 15-18
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY
OUR FILE NO HO-506

BID DATE: July 2, 2015 TIME: 11:00 A.M.

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	Reggio Construction Inc. 1575 West Street Fort Lee, NJ 07024 UNIT PRICE	Reggio Construction Inc. TOTAL COST	Sabia Construction, LLC 1714 Willow Avenue Hoboken, NJ 07030 UNIT PRICE	Sabia Construction, LLC TOTAL COST	Rising Sun Construction, LLC 54 Magnolia Ave. Unit 4-5 Jersey City, NJ 07306 UNIT PRICE	Rising Sun Construction, LLC TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	BASE BID												
1	Breakaway Barricade	UNIT	10	$ 1.00	$ 10.00	$ 4,575.00	$ 45,750.00	$ 595.00	$ 5,950.00	$ -	$ -	$ -	$ -
2	Drum	UNIT	10	$ 1.00	$ 10.00	$ 1,200.00	$ 12,000.00	$ 190.00	$ 1,900.00	$ -	$ -	$ -	$ -
3	Traffic Cone	UNIT	50	$ 1.00	$ 50.00	$ 1,750.00	$ 87,500.00	$ 115.00	$ 5,750.00	$ -	$ -	$ -	$ -
4	Construction Signs	S.F.	100	$ 1.00	$ 100.00	$ 7,000.00	$ 700,000.00	$ 166.00	$ 16,600.00	$ -	$ -	$ -	$ -
5	Allowance for Police Traffic Directors	Allow	1	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00
6	No Item			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
7	No Item			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
8	Inlet, Type A	UNIT	4	$ 3,000.00	$ 12,000.00	$ 3,100.00	$ 12,400.00	$ 7,690.00	$ 30,760.00	$ -	$ -	$ -	$ -
9	Concrete Sidewalk, 4" Thick	S.Y.	575	$ 65.00	$ 37,375.00	$ 51,646.50	$ 29,696,737.50	$ 162.00	$ 93,150.00	$ -	$ -	$ -	$ -
10	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	250	$ 72.00	$ 18,000.00	$ 126.50	$ 31,625.00	$ 210.00	$ 52,500.00	$ -	$ -	$ -	$ -
11	Detectable Warning Surfce	S.Y.	7.2	$ 200.00	$ 1,440.00	$ 343.00	$ 2,469.60	$ 570.00	$ 4,104.00	$ -	$ -	$ -	$ -
12	9" x 18" Concrete Vertical Curb	L.F.	220	$ 35.00	$ 7,700.00	$ 115.00	$ 25,300.00	$ 175.00	$ 38,500.00	$ -	$ -	$ -	$ -
13	Traffic Stripes, 4"	L.F.	800	$ 3.00	$ 2,400.00	$ 968.00	$ 774,400.00	$ 1.50	$ 1,200.00	$ -	$ -	$ -	$ -
14	Traffic Markings	S.F.	700	$ 3.00	$ 2,100.00	$ 4,669.00	$ 3,266,300.00	$ 8.25	$ 5,775.00	$ -	$ -	$ -	$ -
15	No Item			$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
16	High Friction Surface Treatment, Traffic Grade	S.F.	1,200	$ 10.00	$ 12,000.00	$ 12,000.00	$ 14,400,000.00	$ 12.75	$ 15,300.00	$ -	$ -	$ -	$ -
17	Flexible Reflective Bollard	UNIT	10	$ 500.00	$ 5,000.00	$ 4,200.00	$ 42,000.00	$ 825.00	$ 8,250.00	$ -	$ -	$ -	$ -
18	Permanent Pedestrian Crossing Sign System	UNIT	1	$ 5,500.00	$ 5,500.00	$ 645.00	$ 645.00	$ 1,950.00	$ 1,950.00	$ -	$ -	$ -	$ -
19	Flashing LED R1-1 Sign System	UNIT	1	$ 2,500.00	$ 2,500.00	$ 2,905.00	$ 2,905.00	$ 14,850.00	$ 14,850.00	$ -	$ -	$ -	$ -
20	Tree Removal, Under 12" Diameter	UNIT	8	$ 500.00	$ 4,000.00	$ 2,100.00	$ 16,800.00	$ 1,275.00	$ 10,200.00	$ -	$ -	$ -	$ -
21	Tree with Tree Guard	UNIT	8	$ 2,000.00	$ 16,000.00	$ 1,800.00	$ 14,400.00	$ 4,350.00	$ 34,800.00	$ -	$ -	$ -	$ -
22	Inlet Filter, Type 1	S.F.	100	$ 1.00	$ 100.00	$ 400.00	$ 40,000.00	$ 18.00	$ 1,800.00	$ -	$ -	$ -	$ -
	Total Base Bid Items				**$ 136,285.00**		**$ 49,183,232.10**		**$ 353,339.00**		**$ 10,000.00**		**$ 10,000.00**
* Denotes a difference in amount													

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SIDEWALK REHABILITATION AT MULTI SERVICE CENTER
BID NO. 15-18
CITY OF HOBOKEN
HUDSON COUNTY, NEW JERSEY

OUR FILE NO. HO-508

	1.	GMH Associates of America	Base Bid:	$ ———
	2.	D&L Paving Contractors	Base Bid	$ ———
(3)	3.	RSC Rising Sun Construction JERSEY City	Base Bid:	$ 353,339.00
	4.	Stanziale Construction.	Base Bid:	$ ———
(2)	5.	Sabia Construction Hoboken	Base Bid:	$ 204,953.10
	6.	Pav-Con Construction	Base Bid:	$ ———
(1)	7.	Reggio FORT LEE	Base Bid:	$ 136,285.10

BOSWELL McCLAVE ENGINEERING
330 Phillips Avenue
South Hackensack, NJ 07606

MODIFIED BID SUMMARY
CITY COSTS VS. CDBG COSTS
OUR FILE NO. HO-508

BID DATE: July 2, 2015 TIME: 11:00 A.M.

Reggio Construction Inc.
1675 West Street
Fort Lee, NJ 07024

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	BASE BID				
1	Breakaway Barricade	UNIT	8	$ 1.00	$ 8.00
2	Drum	UNIT	8	$ 1.00	$ 8.00
3	Traffic Cone	UNIT	40	$ 1.00	$ 40.00
4	Construction Signs	S.F.	75	$ 1.00	$ 75.00
5	Allowance for Police Traffic Directors	Allow	0.80	$ 10,000.00	$ 8,000.00
6	No Item			$ -	$ -
7	No Item			$ -	$ -
8	Inlet, Type A	UNIT	1	$ 3,000.00	$ 3,000.00
9	Concrete Sidewalk, 4" Thick	S.Y.	575	$ 65.00	$ 37,375.00
10	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	90	$ 72.00	$ 6,480.00
11	Detectable Warning Surfce	S.Y.	1.8	$ 200.00	$ 360.00
12	9" x 18" Concrete Vertical Curb	L.F.	70	$ 35.00	$ 2,450.00
13	Traffic Stripes, 4"	L.F.	600	$ 3.00	$ 1,800.00
14	Traffic Markings	S.F.	100	$ 3.00	$ 300.00
15	No Item			$ -	$ -
16	High Friction Surface Treatment, Traffic Grade	S.F.	700	$ 10.00	$ 7,000.00
17	Flexible Reflective Bollard	UNIT	3	$ 500.00	$ 1,500.00
18	Permanent Pedestrian Crossing Sign System	UNIT	0	$ 5,500.00	$ -
19	Flashing LED R1-1 Sign System	UNIT	0	$ 2,500.00	$ -
20	Tree Removal, Under 12" Diameter	UNIT	8	$ 500.00	$ 4,000.00
21	Tree with Tree Guard	UNIT	8	$ 2,000.00	$ 16,000.00
22	Inlet Filter, Type 1	S.F.	25	$ 1.00	$ 25.00
	Total Base Bid Items - CDBG Funded				**$ 88,421.00**

ITEM NO.	DESCRIPTION	PAY UNIT	QUANTITY	UNIT PRICE	TOTAL COST
	BASE BID				
1	Breakaway Barricade	UNIT	2	$ 1.00	$ 2.00
2	Drum	UNIT	2	$ 1.00	$ 2.00
3	Traffic Cone	UNIT	10	$ 1.00	$ 10.00
4	Construction Signs	S.F.	25	$ 1.00	$ 25.00
5	Allowance for Police Traffic Directors	Allow	0.20	$ 10,000.00	$ 2,000.00
6	No Item			$ -	$ -
7	No Item			$ -	$ -
8	Inlet, Type A	UNIT	3	$ 3,000.00	$ 9,000.00
9	Concrete Sidewalk, 4" Thick	S.Y.	0	$ 65.00	$ -
10	Concrete Sidewalk, Reinforced, 6" Thick	S.Y.	160	$ 72.00	$ 11,520.00
11	Detectable Warning Surfce	S.Y.	5.4	$ 200.00	$ 1,080.00
12	9" x 18" Concrete Vertical Curb	L.F.	150	$ 35.00	$ 5,250.00
13	Traffic Stripes, 4"	L.F.	200	$ 3.00	$ 600.00
14	Traffic Markings	S.F.	600	$ 3.00	$ 1,800.00
15	No Item			$ -	$ -
16	High Friction Surface Treatment, Traffic Grade	S.F.	500	$ 10.00	$ 5,000.00
17	Flexible Reflective Bollard	UNIT	7	$ 500.00	$ 3,500.00
18	Permanent Pedestrian Crossing Sign System	UNIT	1	$ 5,500.00	$ 5,500.00
19	Flashing LED R1-1 Sign System	UNIT	1	$ 2,500.00	$ 2,500.00
20	Tree Removal, Under 12" Diameter	UNIT	0	$ 500.00	$ -
21	Tree with Tree Guard	UNIT	0	$ 2,000.00	$ -
22	Inlet Filter, Type 1	S.F.	75	$ 1.00	$ 75.00
	Total Base Bid Items - City of Hoboken Funded				**$ 47,864.00**

Introduced By: 23

Second By:

CITY OF HOBOKEN
RESOLUTION NO._____
RESOLUTION AUTHORIZING THE REFUND OF TAX OVERPAYMENTS

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

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

NOW THEREFORE BE IT RESOLVED, that a warrant be drawn on the City Treasury made payable to the following totaling **$1,424.37**

NAME	BL/LT/UNIT	PROPERTY	QTR/YEAR	AMOUNT
618-620 Washington St LLC c/o Robert Matule 89 Hudson Street Hoboken, NJ 07030	205/34	618-620 Washington St	3/14	$ 913.69
Ocwen Loan Servicing, LLC Tax/Escrow Department 1661 Worthington Road, Suite 100 West Palm Beach, FL 33409	86/1/CPH11	800-830 Jackson St	4/14	$510.68

Meeting date: July 8, 2015

APPROVED:

Sharon Curran
Tax Collector

APPROVED AS TO FORM:

~~Melissa L. Longo,~~ Esq.
Corporation Counsel

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	✓			
Peter Cunningham	✓			
James Doyle	✓			
Jen Giattino				
Elizabeth Mason				✓
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
~~David Mello~~, Council President	✓			

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

JUL 08 2015

CITY CLERK

Introduced By: _____ 24

Second By: _____

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 $5,847.66

NAME	BL/LOT/UNIT	PROPERTY	YEAR	AMOUNT
Waters,McPherson,McNeill 300 Lighting Way P.O. Box 1560 Secaucus, NJ 07096	32/7	113 Grand St	2014	$2,654.65
Scanlon & Scanlon 90 Hudson Street Hoboken, NJ 07030	191/10	420 Bloomfield St.	2014	$3,193.01

A TRUE COPY OF A RESOLUTION ADOPTED E
THE COUNCIL OF THE CITY OF HOBOKEN, N.
AT A MEETING HELD ON: JUL 08 2015

Meeting date: July 8, 2015

APPROVED: _____
Sharon Curran
Tax Collector

APPROVED AS TO FORM: _____
~~Mellissa L. Longo~~, Esq.
Asst. Corporation Counsel

_____
CITY CLERK

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano	/			
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
Ravi Bhalla, Council President	/			

25

Sponsored by:

Seconded by:

City of Hoboken

Resolution No. _____

RESOLVED, that filed minutes for the Hoboken City Council **Regular and Special meeting of June 17, 2015** have been reviewed and approved by the Governing Body.

_____
Approved as to form:

Meeting Date: July 8, 2015

Councilperson	Yea	Nay	Abstain	No Vote
Theresa Castellano	/			
Peter Cunningham	/			
Jim Doyle	/			
Jennifer Giattino	/			
Elizabeth Mason				/
David Mello	/			
Tim Occhipinti	/			
Michael Russo	/			
President Ravi Bhalla	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 08 2015

CITY CLERK

NB 26

Introduced by:
Seconded by:

CITY OF HOBOKEN
RESOLUTION NO. _____

RESOLUTION TO AWARD ZIPCAR, INC. THE "CORNER CARS" PROGRAM CONTRACT.

WHEREAS, the City seeks to award Zipcar, Inc. a two (2) year contract with a three (3) one-year option(s) to extend, which options shall be at the City's sole discretion; and,

WHEREAS, N.J.S.A. 40A:11-4.1, maybe used by local contracting unit in lieu of standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold and said procedure is considered fair and open; and,

WHEREAS, the City has determined that based on the scores of the evaluation committee, it is in the best interest of the City, with price and other factors considered, that Zipcar, Inc. provide the City with said services, since their proposal offers the most effective and efficient services; and

WHEREAS, Zipcar Inc. shall pay the City of Hoboken one hundred fifty dollars ($150.00) per space per month; and

WHEREAS, Zipcar Inc. shall sponsor the Bike Share Program at a cost of one thousand dollars ($1,000) per bicycle per year for at least two years, and Zip Car has agreed to provide sponsorship for 50 bicycles, and said sponsorship shall include the Zipcar logo prominently displayed on two panels on the sides of the bicycles with the design being developed by the City in conjunction with Zipcar; and

WHEREAS, the participation fees for the public's use of the Corner Car program shall be, as described in Zip Car's proposal, at pages 22-24 (as attached hereto and made a part of the contract).

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

A. This resolution awards, Zipcar, Inc., the City of Hoboken's Corner Cars contract (for services as described in RFP 15-11, and Zip Car's responsive proposal).
B. The Mayor or her designee is hereby authorized to take the necessary steps to enter into a contract, as defined by this resolution, and any other steps necessary to effectuate this resolution and the services thereunder.
C. This resolution shall be posted and published in accordance with all applicable laws, and shall take effect immediately upon passage.
D. If the agreement is not executed by Zipcar, Inc. within the time allowed under the RFP and applicable law, then the City has the right to immediately rebid the project.

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

Reviewed:

Quentin Wiest
Business Administrator

Approved as to Form:

Melissa Longo, Esq.
Asst. Corporation Counsel

Meeting Date: July 8, 2015

Councilperson	Yea	Nay	Abstain/Present	Absent
Theresa Castellano		/		
Peter Cunningham	/			
James Doyle	/			
Jen Giattino	/			
Elizabeth Mason				/
David Mello		/		
Tim Occhipinti	/			
Michael Russo		/		
Ravi Bhalla, Council President	/			

A TRUE COPY OF A RESOLUTION ADOPTED BY
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.
AT A MEETING HELD ON: JUL 08 2015

James J. Farina

CITY CLERK

E. FINANCIAL ASPECTS

Zipcar is proposing to provide all the associated startup costs for this launch, including but not limited to vehicles and technology, marketing materials and signage and program management, maintenance, marketing/outreach and other staff functions. More detailed information on the specific costs associated with the program start up can be made available upon request.

In addition, Zipcar is proposing to provide the following revenue opportunities to the City of Hoboken for use of parking at the Corner Cars stations:

COST OF SERVICE RECOVERY / PARKING FEE: Zipcar is proposing that we would begin paying the City of Hoboken $150 fee per space per month. Said fees to be paid to the City by Zipcar for each vehicle to be parked on-street and/or in municipal garages in a space reserved exclusively for the Corner Cars Program. The monthly fees identified in the proposal shall reflect the benefit of being provided exclusive, reserved parking spaces.

SUPPORT OF INTEGRATION WITH BICYCLE SHARING: In addition, to the annual per space parking fee, Zipcar is proposing sponsorship of the program at a cost of $1,000 per bicycle per year for at least two years, and will allow sponsorship of up to 50 bicycles by Zipcar. Each bicycle that is sponsored will include the Zipcar logo prominently on two panels on the sides of the bicycle, with the design being developed in conjunction with Zipcar. Zipcar encourages the integration of Hoboken Bike-Share and co-locating of Corner Car pods, as well as dual membership discounts for both Zipcar and Hoboken Bike Share members. For clarification, Zipcar's sponsorship of the Bike Share program will be in a marketing and financial capacity only. Zipcar is not responsible for the operation of the Bike Share program.

Below is a table that outlines our estimated revenue projections and financial bid proposal for the City of Hoboken over the next two years.

Annual Number of Zipcar Corner Car Vehicles	Per Space Fee	Total Per Month Sapce Fee	Total Annual Space Fee	Annual Sponsership of Hudson Bike Share	Total Annual Financial Bid	Proposed Two Year Investment
46	$ 150	$ 6,900	$ 82,800	$50,000	$ 132,800	$ 265,600

PROPOSAL SHEET

Request for Proposals – Competitive Contracting

RFP 15 – 11

Corner Cars Program

This RFP is intended to award a two (2) year initial contract, with three (3) one-year options to extend, which options shall be at the City's sole discretion; the successful vendor agrees, therefore, to provide the services for up to five (5) years total, subject to the City's discretion regarding said options.

The minimum fee which will be accepted per space is $100.00/month. The City currently has 42 spaces formally authorized for on-street parking under this contract, but reserves the right to increase the contract up to 50 spaces on-street.

Per space fee, per month: **$150.00**

Of Bicycles Sponsored Per Section Six (up to 100): **50 Bicycles**

Additional Integration Plans: □ Yes □ No

*If yes, said plans shall be attached to the proposal, and shall be described in detail.

A full detailed fee schedule shall be attached to this proposal, in accordance with Section 8. Fees not listed on the attachment shall not be allowed under the resulting contract.

zipcar

CONSUMER PLANS	RATES AND DETAILS		FOR CORPORATE ACCOUNTS
MEMBERSHIP FEE OCCASSIONAL DRIVING PLAN	FULL RATES SEE DRIVING RATE TABLE PAGE 23	$70.00 ANNUAL FEE $35.00 ADDITIONAL DRIVIER FEE	$25.00 ANNUAL FEE PER DRIVER
		$25.00 ONE TIME APPLICATION FEE	NO APPLICATION FEE
			$75.00 ONE TIME BUSINESS ACCOUNT SET UP FEE
MEMBERSHIP FEE MONTHLY PLAN	FULL RATES SEE DRIVING RATE TABLE PAGE 23	$7.00 MONTHLY FEE	N/A
		$25.00 ONE TIME APPLICATION FEE	
EXTRA VALUE PLANS (EVP)	DISCOUNTED RATES BASED ON MONTHLY PREPAID DRIVING CREDIT	NO ANNUAL FEE	N/A
		$25.00 ONE TIME APPLICATION FEE	
$50 PREPAID MONTHLY	10% OFF ALL DRIVING	NO ROLLOVER OF CREDIT	N/A
$75 PREPAID MONTHLY	10% OF ALL DRIVING	1 MONTH ROLLOVER OF CREDIT	N/A
$125 PREAID MONTHLY	10$ OFF ALL DRIVING	2 MONTH ROLLOVER OF CREDIT	N/A
$250 PREPAID MONTHLY	15% OFF ALLDRIVING	2 MONTH ROLLOVER OF CREDIT	N/A

START UP INCENTIVE PROGRAM: We are prepared to provide a special on-site activation rate during the first 3 months of the Corner Cars launch:

- On-site Offer: $35 to join with $35 back in driving credit (It's like joining for $0)

Additionally, we are proposing a special enrollment program for former Hertz members for the 1st month of the launch:

- "I Already Share" Offer: $0 app fee, $0 membership fee for 1st year, plus $35 in driving credit

Promotional Message would be found on our www.zipcar.com/HobokenCornerCars landing page: **"Former Hertz Members** – Look at you, you lucky duck. You join for free. Just make sure to enter your Hertz number on your application. join now"

Converting existing Hertz members to Zipcar has proven to be successful across city models. Existing members are familiar with car-share benefits and are likely to adopt the new Corner Cars Program, sponsored by Zipcar, contributing to a strong launch and self-sustaining program. *Offer valid only for new Zipcar Members.

DRIVING RATES: On the following is a chart detailing specific driving rates for Zipcar in City of Hoboken. Standard Zipcar hourly rates start as low as $12.75 an hour / $94 a day.

CITY OF HOBOKEN				
2015 CONSUMER SEASONAL RATES				
CLASS	WEEKDAY		WEEKEND	
	HOURLY	DAILY	HOURLY	DAILY
GOOD	$ 12.75	$ 94.00	$ 15.75	$ 149.00
BETTER	$ 14.75	$ 101.00	$ 17.75	$ 164.00
BETTER +	$ 15.25	$ 105.00	$ 18.25	$ 171.00
BETTER + / BEST	$ 15.25	$ 105.00	$ 19.75	$ 202.00
BEST	$ 16.75	$ 121.00	$ 19.75	$ 202.00
BEST +	$ 17.25	$ 126.00	$ 20.25	$ 204.00
LUXURY	$ 19.75	$ 149.00	$ 23.75	$ 259.00
CARGO	$ 19.75	$ 149.00	$ 22.75	$ 249.00
FORD - GOOD	$ 11.75	$ 89.00	$ 14.75	$ 144.00
FORD - BETTER	$ 14.25	$ 105.00	$ 17.25	$ 171.00
LEAD	$ 10.00	$ 89.00	$ 15.75	$ 144.00
HOURLY	$ 9.75		$ 12.75	

ZIPCAR FOR BUSINESS RATES - MONDAY TO FRIDAY		
GOOD/BETTER/BETTER+		
HOURLY	7AM TO 7PM RATES	FULL DAY
$10.75	$76.00	$86.00

For the Corner Cars program, we are proposing a Promotional "Hourly" rate for up to 25% of our vehicles in the Corner Cars program such as our Good Class Nissan Sentra, Honda Civic and Mazda 2 which would begin at $9.75 an hour. Our daily rates offer additional value as well, noted on our "Good" Class vehicles:

- Weekday daily driving rates average $3.91 per hour and Weekend daily driving rates average $6.21 per hour (both based on a 24 hour reservation).

Our most competitive driving rates are offered to our Zipcar for Business Accounts on our Good, Better and Better Plus vehicles inclusive of Volkswagen Jetta's, Honda CRV's, Mini Coopers and the BMW X1.

- Weekday daily driving rates average $3.58 per hour Monday through Friday (Based on 24 hour reservation).

FEES: Zipcar may charge a penalty if a member does not adhere to basic membership guidelines. For instance, if a car is returned late (a very big no-no) the member will be charged a penalty. Penalty fees are designed to ensure that all members have the same high quality experience. Other penalties are outlined in the table on the following page, and correspond to our six simple rules including, checking-for damage, no-smoking, maintaining pets in carriers, keeping the car clean, and always returning the car with a ¼ tank of gas. Our members appreciate that we vigilantly enforce our rules because it ensures a happier experience for everyone. Upon violation of the member agreement, Zipcar members may be responsible for the fees as outlined in the Table on the following page:

<table>
<tr><th>ISSUE</th><th>DESCRIPTION</th><th>FEE</th><th>COMMENT</th></tr>
<tr><td>MILEAGE</td><td>Reservations less than 24 hours</td><td>180 miles included
$.45/additional mile / $.55 for luxury vehicles</td><td></td></tr>
<tr><td>MILEAGE</td><td>Reservations more than 24 hours</td><td>180 miles /24hrs
20 miles/additional hr. up to 180 miles.
$0.45/mile /$.55 for luxury vehicles after 180mi.</td><td></td></tr>
<tr><td>EXTENDING A RESERVATION</td><td>Member extends reservation</td><td>No fee for extending reservation. Normal rates apply.</td><td>Permitted by availability</td></tr>
<tr><td>LATE RETURN</td><td>Zipcar returned after allotted reservation</td><td>$50/hr. (max $150) increases by $25 per ½ hour</td><td>Fee is typically waived for first time offenders</td></tr>
<tr><td>LOST ZIPCARD</td><td>Member needs new Zipcard issued</td><td>$15</td><td>Fee is usually waived</td></tr>
<tr><td>DAMAGE FEE</td><td>Zipcar damaged during a reservation</td><td>Member damage fee is $1,000</td><td>If member is found to be at fault member is responsible for the first $1,000 of total cost.</td></tr>
<tr><td>DAMAGE FEE WAIVER (21+ONLY)</td><td>Waivers eliminate or reduce $1,000 damage fee</td><td><table><tr><th>You Pay</th><th>Damage Fee</th></tr><tr><td>$0/year</td><td>$1,000 (included)</td></tr><tr><td>$50/year</td><td>$375</td></tr><tr><td>$79/year</td><td>$0</td></tr></table></td><td>If you have had an at-fault/no-fault accident in a Zipcar in the past 12mo., you aren't eligible to purchase a waiver until you are accident free for 12 mos. Damage fees are non-refundable and will auto renew</td></tr>
<tr><td>LESS THAN ¼ TANK OF GAS</td><td>If car is returned with less than ¼ tank of gas</td><td>$30</td><td>One warning for first time offenders</td></tr>
<tr><td>IGNITION KEY REPLACEMENT</td><td>If member loses ignition key</td><td>$75 plus costs for materials and labor</td><td>Key stays in the vehicle at all times, tethered by a wire to the steering column</td></tr>
<tr><td>RESERVATION ASSISTANCE VIA PHONE</td><td>If member uses Zipcar representative to make a reservation</td><td>$3.50 per call</td><td>All other systems (6 in total) are free of charge.</td></tr>
<tr><td>TICKETS/VIOLATION FEE</td><td>Processing fees for ticket/violation not paid on time</td><td>$30 processing fee for late payments</td><td></td></tr>
<tr><td>OTHER VIOLATIONS</td><td>Fee may be incurred if vehicle visitation is required as a result of member actions/inactions.</td><td>$50 per infraction</td><td>Includes visitation due to smoking, pet hair, significant uncleanliness, etc.</td></tr>
<tr><td>GENERAL FEES</td><td>For any violation of Zipcar Rules, Members may be charged a general fee</td><td>Up to $150 per infraction</td><td>See Member Agreement, Schedule 2, Part 5 for full details</td></tr>
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