

SPONSORED: \_\_\_\_\_  
SECONDED: \_\_\_\_\_

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

**RESOLUTION GRANTING KEITH KANDEL, ESQ. OF FLORIO KENNY SETTLEMENT  
AUTHORITY IN THE MATTER OF COONEY’S WORKER’S COMPENSATION LITIGATION  
IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY KEITH KANDEL TO MELLISSA  
LONGO IN AN EMAIL DATED OCTOBER 15, 2013**

**WHEREAS**, the City of Hoboken is currently involved in a worker’s compensation claim with Plaintiff Cooney; and,

**WHEREAS**, Keith Kandel, Esq. of Florio Kenny has represented the City’s legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of an email from Keith Kandel to Mellissa Longo dated October 15, 2013; and,

**WHEREAS**, after legal guidance from Mr. Kandel, the City Council finds his suggested monetary settlement amount to be reasonable, and in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Keith Kandel, Esq. of Florio Kenny is hereby authorized to settle the matter of Cooney’s worker’s compensation claim in an amount up to the monetary amount suggested by Keith Kandel to Mellissa Longo in an e-mail dated October 15, 2013.

**Reviewed:**

**Approved as to Form:**

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

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Meeting Date: December 18, 2013**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
<b>Ravi Bhalla</b>				
<b>Theresa Castellano</b>				
<b>Jen Giattino</b>				
<b>Elizabeth Mason</b>				
<b>David Mello</b>				
<b>Tim Occhipinti</b>				
<b>Michael Russo</b>				
<b>President Peter Cunningham</b>				

SPONSORED: \_\_\_\_\_  
SECONDED: \_\_\_\_\_

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

**RESOLUTION GRANTING LOU MASUCCI, ESQ. OF WEINER LESNIAK SETTLEMENT  
AUTHORITY IN THE MATTER OF MUSSARO'S WORKER'S COMPENSATION  
LITIGATION (WC00365652) IN AN AMOUNT UP TO THE AMOUNT SUGGESTED BY  
VANESSA MENDELEWSKI TO MELLISSA LONGO IN HER EMAIL DATED NOVEMBER  
26, 2013**

**WHEREAS**, the City of Hoboken is currently involved in a worker's compensation claim with Plaintiff Mussaro; and,

**WHEREAS**, Lou Masucci, Esq. of Weiner Lesniak has represented the City's legal interests in that matter, and has recommended a monetary amount for settlement of the matter by way of an email from Vanessa Mendelewski to Mellissa Longo dated November 26, 2013; and,

**WHEREAS**, after legal guidance from Mr. Masucci, the City Council finds his suggested monetary settlement amount to be reasonable, and in the best interest of the City.

**NOW THEREFORE BE IT RESOLVED**, by the City Council of the City of Hoboken, that Lou Masucci, Esq. of Weiner Lesniak is hereby authorized to settle the matter of Mussaro's worker's compensation claim in an amount up to the monetary amount suggested by Vanessa Mendelewski to Mellissa Longo in her e-mail dated November 26, 2013.

**Reviewed:**

**Approved as to Form:**

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

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Meeting Date: December 18, 2013**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
<b>Ravi Bhalla</b>				
<b>Theresa Castellano</b>				
<b>Jen Giattino</b>				
<b>Elizabeth Mason</b>				
<b>David Mello</b>				
<b>Tim Occhipinti</b>				
<b>Michael Russo</b>				
<b>President Peter Cunningham</b>				



December 13, 2013

Dear City Council Members:

I am following up regarding the recommendation to award a professional service contract to Kimley-Horn and Associates, Inc. of New York City, NY and Princeton, NJ to prepare conceptual design plans for the redesign of Frank Sinatra Drive between 4<sup>th</sup> Street and 11<sup>th</sup> Street.

The City Council budgeted \$110,000 in the 2013 municipal budget for the visioning of Frank Sinatra Drive. Please know that these funds will no longer be available after December 31, 2013 and a new budget would need to be adopted in order to award a contract after this date.

My Administration prepared a Request for Proposal ("RFP") for professional services for a multi-disciplinary team (civil engineering, traffic engineering, transportation planning and landscape architecture) to prepare plans, specifications and estimates for Frank Sinatra Drive. The redesign will be conducted through a public planning process. The firm shall apply all state and national design standards for traffic engineering and streetscape design to both beautify the roadway with its scenic vistas and make the roadway safer.

On October 4, 2013 the RFP was posted on the City's website and sent to three newspapers for advertisement (The Record, Jersey Journal and The Star Ledger). On October 30, 2013 the City received eleven proposals. Pursuant to City policy and the State Comptroller's "Best Practices for the Award of Service Contracts," the proposals were analyzed and evaluated by three city officials representing the Mayor's Office, the Office of the Business Administrator and the Department of Transportation and Parking. Kimley-Horn and Associates, Inc. received the highest score among the eleven consulting teams. All three evaluation committee members agreed that Kimley-Horn and Associates, Inc. was the most highly qualified firm and their proposal was the most responsive.

Kimley-Horn's proposal for the redesign of Sinatra Drive is context-sensitive. They note: "Each conceptual alternative for the street design will be examined for its corresponding potential with public space design and consistency with the Hoboken Master Plan. Depending on the alternative, the street design may allow the creation of enhanced pedestrian walkways, dedicated bike routes, additional planting, including both ornamental and green infrastructure to manage stormwater, and new gathering spaces for public enjoyment of the river....The enhancement and connection of the waterfront experience is an essential goal for the design of Frank Sinatra Drive...The bends and twists of the roadway around the hillside offer corresponding waterfront vantage points which have untapped potential as public space. On one hand the Waterfront Walkway must work as a linear path system, a function that can still be improved, but it also offers a sequence of varying experiences and interim destinations, an approach which has been well developed along the

OFFICE OF THE MAYOR

Walkway in the southern half of Hoboken. The design alternatives for Frank Sinatra Drive can create the opportunities for richer and more engaging public spaces in the northern half of the shore.”

The proposed project manager is a Hoboken resident and the principal-in-charge and other team members are based in northern New Jersey and New York, bringing familiarity with Hoboken and NJDOT standards. Kimley Horn’s prior experience in Hoboken includes the preparation of the historic preservation element of our Master Plan. Their proposed team couples their local knowledge with national expertise on complete streets, context-sensitive solutions, and green design.

Kimley-Horn practically wrote the book on complete streets. In 1998, they prepared one of the nation’s first context-sensitive street design manuals for Portland’s Metro. Among the team members proposed for this project is Jim Daisa, PE, a nationally respected leader in complete streets. Mr. Daisa is the principal author of “Designing Walkable Urban Thoroughfares: A Context Sensitive Approach,” which represents the Institute of Transportation Engineers’ policy and guidance to professionals for the planning and designing of complete streets.

Kimley-Horn is proposing to partner with Starr Whitehouse Landscape Architects and Planners, the well-respected firm designing our Southwest Park, as well as with historic preservation consultant Mary Delaney Krugman Associates and surveyor KS Engineering P.C.

For additional details, I urge you to review their full proposal which is posted on our website: [www.hobokennj.org/docs/transportation/Kimley-Horn-Sinatra-Drive.pdf](http://www.hobokennj.org/docs/transportation/Kimley-Horn-Sinatra-Drive.pdf) (~55MB).

Thank you for your consideration.

Sincerely,



Mayor Zimmer



RECEIVED  
2013 DEC 13 PM 3:24  
CITY CLERK  
HOBOKEN, NJ 07030

December 13, 2013

Dear Council Members:

As you know, at the November 6<sup>th</sup> Council Meeting, we introduced two ordinances to amend Chapters 196 and 104 of our code. Jon Miller of Princeton Hydro did a brief presentation of the importance of these ordinances, specifically for flood protection and mitigation and addressing risks of flooding (the Princeton Hydro report is available online at: [www.hobokennj.org/docs/communitydev/Princeton-Hydro-Report.pdf](http://www.hobokennj.org/docs/communitydev/Princeton-Hydro-Report.pdf)). These ordinances are incredibly important for our community both for public safety reasons, but also in order to reduce flood insurance rates city-wide.

The Amendment to Chapter 196 specifically addresses the prohibition of new construction on piers and platforms on the Hudson River, allowing only water-dependent uses, recreation uses, and open space.

The Amendment to Chapter 104 more broadly addresses flood damage prevention. In addition to reflecting updates to the New Jersey Department of Environmental Protection Latest Revised Model Ordinance, the proposed amendment would require the elevation of the lowest floor of newly constructed or substantially improved structures in relation to base flood levels and would prohibit certain uses of fill, in areas of special flood hazard.

At the meeting, we will have the public hearing and the ordinances will be heard for final adoption. In prior consideration of the amendment to Chapter 104, the City Council had expressed concerns about costs to existing property owners. Director Forbes previously provided a memo regarding this on October 31<sup>st</sup> (see attached). Notice of Wednesday's public hearing has gone out by mail to property owners, but at this time we have not received any comments from the public. If you have any questions or want any additional information from our professionals (i.e. Joe Maraziti, Jon Miller), please contact Director Forbes via email ([bforbes@hobokennj.gov](mailto:bforbes@hobokennj.gov)) with your questions or to schedule a time to speak directly with the professionals by phone.

Sincerely,



Mayor Zimmer

**CITY OF HOBOKEN**  
**Department of Community Development**

**DAWN ZIMMER**  
Mayor



**BRANDY FORBES**  
Director

***MEMORANDUM***

Date: October 31, 2013

To: Hoboken City Council

Cc: Dawn Zimmer, Mayor  
Quentin Wiest, Business Administrator  
Mellissa Longo, Corporation Counsel

From: Brandy Forbes, Community Development Director *BF*

Subject: Ordinance Amending Chapter §104 Flood Damage Prevention—Addressing Costs

At the October 17<sup>th</sup> City Council meeting during the public hearing regarding the proposed amended Flood Damage Prevention Ordinance there were concerns raised about how financially this ordinance would impact Hoboken residents. Specifically, how the amended ordinance would impact existing property owners who experienced flooding and need to rebuild. The request was made to evaluate what triggers the requirements and costs associated with the requirements. As I noted at the public hearing, there is a limitless number of possible scenarios that may impact costs. Recognizing that, the City Council asked that I provide a few typical scenarios to understand how current residents may be impacted.

Let me first start by explaining the ordinances that already exist. Without this ordinance amendment, the existing ordinance and NJDEP regulations still apply. NJDEP regulations are triggered with new construction, substantial alteration of an existing structure or land, or change of use. The existing ordinance is triggered when application is made for subdivision or alteration to land, new construction, or substantial alteration of an existing structure equal to or exceeding 50% of the value of the existing structure. In an instance where renovations to an existing structure trigger application of the Flood Damage Prevention ordinance, the difference in what is required currently vs. what would be required if the amended ordinance is adopted is the height to which living spaces and utilities should be raised, and inclusion of X-zones in the application of minimum standards of flood protection.

The ordinance amendment, if adopted will have the following impacts in the various scenarios.

1. Scenario: The lower level residential floor was flooded and requires improvement and the improvement is less than 50% of the value of the building. This scenario is the most probable for

those in Hoboken who experienced flood damage from Sandy in the lower level, as that floor is most probably part of a multi-family structure and/or a structure with 3 or more stories.

Result: THE AMENDED ORDINANCE WOULD NOT APPLY AND THERE WOULD BE NO ADDED COSTS FOR REPAIR REQUIRED AS A RESULT OF THE AMENDED ORDINANCE.

- a. If cost of the renovation is a factor, the property owner may choose a couple of different options.
  - i. If the lower level is part of a multi-floor dwelling unit, the owner may choose to convert the lower level to strictly basement use, not necessitating the larger scope of improvement that restoration of the space would entail. The property owner would still need to clean out the space and likely elevate any replacement utilities and mechanicals. Note that the costs would not be a requirement of or driven by the ordinance, but rather a result of the flood damage itself.
  - ii. The property owner could alternatively choose to restore the lower level exactly how it was with the same materials. Again, the costs of restoration would not be a requirement of or driven by the ordinance.

Property owners should be aware that if they rebuild out of compliance with National Flood Insurance Program standards and just rebuild with the same standard materials, the result is that flood insurance rates issued for the remodeled property will be at the highest rate. Certainly if an individual is in a situation where they do not have a mortgage and thus are not required to pay for flood insurance, this option may make sense to minimize costs. However, for those who are required to have insurance, the property owner may want to weigh the incremental cost increase for construction (see below) with flood proofing materials that brings the property in compliance vs. the major increase in annual flood insurance premiums for using standard materials that are not flood proofed and are not in compliance.

- b. The property owner may choose instead to flood proof or wet proof the lowest floor and continue to use it for residential occupancy, but protect it from future flood damage and reduce insurance rates. This entails installation of such devices as backflow preventers, elevating mechanicals, and using flood resistant materials. Some of the flood resilient materials will actually cost less (i.e., tile is less expensive than wood flooring and aluminum studs are cheaper than treated wood), some will be approximately the same, and some will be a bit more (i.e., closed cell insulation is more costly than regular insulation). The net upcharge for using the flood resilient materials instead of standard materials is approximately 5%-10%, with a **total increase for the construction including labor and materials, of less than 5%**.

In this case the **additional costs** would be at the **option** of the property owner. Most flood insurance policies do account for an "increased cost of compliance". So, if a property was flooded and rather than put the property back as it was with vulnerable materials the owner can install the wet weather protection materials to comply with higher flood insurance standards and that incremental cost difference may be covered by insurance. Insurance companies likely won't willingly tell a policy holder of this up front, so the property owner should ask the insurance provider if the policy covers the "increased cost of compliance".

2. Scenario: A building is a single family home at grade and is only two stories and the lower level was flooded and requires improvement. This scenario was considered, although there are very few of these properties in existence in Hoboken.

Result: THE AMENDED ORDINANCE MIGHT APPLY DEPENDING ON THE RENOVATION CHOICE.

- a. In this scenario, there is a possible restoration choice that would not trigger the amended ordinance. If most of the use of the property is on the upper floor, the property owner may choose to eliminate the residential use on the lower level and convert it to basement-only use. In this case, the renovations would not exceed 50% of the value of the building. The property owner would still need to clean out the space and likely elevate any replacement utilities and mechanicals. Note that the costs would not be a requirement of or driven by the ordinance, but rather a result of the flood damage itself.

The negative of this choice is that the livable space of the property would be reduced in size. The positive is that this would be a NFIP compliant renovation and would significantly reduce any annual flood insurance premiums on the property.

- b. If the lower level is a necessary livable space, renovating it might trigger the amended ordinance if the cost of those renovations is more than 50% of the value of the building. In such case, the property owner could convert the current lower level to basement use and add a story of livable space. This would not require Planning Board or Zoning Board approval, as the structure would comply with the zoning heights and lot coverage.

The negative of this choice is the added cost of building an additional story onto the structure. The positive is that this would be a NFIP compliant renovation and would significantly reduce any annual flood insurance premiums on the property.

- c. If the lower level is a necessary livable space, and the option of adding a floor is too costly, the property owner may choose to coordinate with their architect to design the improvements such that the cost of improvements stay under 50% of the value of the building. The architect and contractor should be aware of the costs of the various materials being selected and may be able to offer solutions to the property owner to keep the costs below the threshold.

The negative of this choice is that the renovations would not be NFIP compliant and would leave the property owner with the highest of flood insurance rates. The positive is that there would be no added costs driven by the ordinance—the costs would be a result of the flood damage itself.

3. Scenario: A building is a single family home at grade and is three stories and the lower level was flooded and requires improvement.

Result: THE AMENDED ORDINANCE MIGHT APPLY DEPENDING ON THE RENOVATION CHOICE.

- a. This is similar to scenario #1, but with an added twist. Certainly if cost is a concern, the possible options under scenario #1 would still stand.
- b. If the property owner decides to eliminate the residential use on the lower level and convert it to basement-only use, they may also add a livable residential story per the permitted zoning.

94 Washington Street • Hoboken, NJ 07030-0485

(201) 420-2233 fax (201) 420-2096

In this case, the renovations might not exceed 50% of the value of the building, although the work the property owner is doing would put this in compliance with the ordinance. The property owner would still need to clean out the space and likely elevate any replacement utilities and mechanicals. Note that the costs would not be a requirement of or driven by the ordinance, but are a result of the flood damage and choice of the property owner to elevate the livable space.

The negative of this choice is the added cost of building an additional story onto the building. The positive is that this would be a NFIP compliant renovation and would significantly reduce any annual flood insurance premiums on the property.

4. Scenario: A property owner chooses to do improvements of more than 50% the value of the building.

Result: THE AMENDED ORDINANCE WOULD APPLY DUE TO THE RENOVATION CHOICE.

- a. If the property owner decides to do a substantial renovation to the property that will cost more than 50% of the value of the building, the construction would have to be in compliance with the amended ordinance. In this case, the property owner would be making the choice to renovate and know that the result would be required compliance with the amended ordinance. Depending on what renovations are planned, the added cost of compliance may be negligible.

Note that those costs would be driven by the choice of the property owner to do such a significant renovation.

The negative of this choice is the nominal cost of designing the building to be in compliance and would be determined on a case by case basis. The positive is that this would be a NFIP compliant renovation and would significantly reduce any annual flood insurance premiums on the property.

5. Scenario: The lower level residential floor was flooded and requires improvement and the improvement is less than 50% of the value of the entire building. However, as the construction code official reviews the permit, there are additional code compliance issues that must be addressed, thus driving up the cost of construction.

This scenario was a specific concern raised at the City Council meeting; that the cost of the improvements were going to be minimal based on the choice of the property owner, but the construction code office may drive up the scope of work.

Result: THE AMENDED ORDINANCE WOULD NOT APPLY AND THERE WOULD BE NO ADDED COSTS FOR REPAIR REQUIRED AS A RESULT OF THE AMENDED ORDINANCE.

First, those areas affected by flooding would be the only areas of the building reviewed for code compliance. As well, the only system that may require upgrade to be code compliant would be electrical; plumbing would not be affected and mechanical systems such as boilers or HVAC would only have to be replaced in kind.

When electrical systems are reviewed and require upgrade for code compliance, only those elements within that closed system would have to be changed. For instance, if the basement unit is flooded and the basement unit is on its own breaker, only the wiring and equipment associated with that unit

would have to be changed to meet compliance requirements; the rest of the building would not be affected or be required to upgrade as a result of the flooding. Replacement of wiring submerged by water would be necessary anyway, so the increased cost of compliance is minimal and not a result of the amended ordinance.

Only in the case where a building has sub-standard wiring throughout and the entire building AND is on a single breaker AND was damaged by floodwaters, would upgrade to the wiring in the entire building be required. Keep in mind however, that **any** alteration to such a building, flood related or not, would trigger the same required code compliance upgrade. This is driven by the Electrical Subcode, not the amended ordinance. This is an extremely unlikely scenario. Even so, the cost of the lower level improvements (that can be minimized as described in scenario #1) and the cost of rewiring can feasibly be done for less than 50% of the value of the property.

As I already noted, if a property owner chooses to rebuild without being in compliance with NFIP standards, the result is that the flood insurance will be elevated to the highest rate. In most cases, by choosing to use alternative flood proofing materials, the rate can be reduced by the actions of the property owner.

Even if the property owner is at the highest rate because they were unable to pay for incremental cost difference to use flood proof materials, the City getting a higher ranking in the NFIP Community Rating System will result in relief to such a property owner as a result of a city-wide rate reduction. That is why it is critical to obtain the significant points that this ordinance amendment and map adoption will afford. Even if the property owner cannot pay for the construction methods that will reduce their individual rates, the City's efforts will reduce them. They can then afford to pay the minimal amount for construction and actually be positively impacted by this ordinance amendment. Without the ordinance amendment and other CRS measures, they still have to pay the same amount to rebuild, but now will not have a rate reduction.

OFFICE OF THE TAX COLLECTOR  
MONTHLY REPORT

To: The Honorable Mayor and  
Council Members of the  
City of Hoboken, N.J.

Honorable Mayor and Council Members,

I herewith submit the following report of receipts in the Tax Collector's Office for the month  
of NOVEMBER 2013.

Receipts on Taxes

2014 Taxes

2014 Taxes 1-2 Quarters...	64,847.72	
2014 Taxes 3-4 Quarters...	2,211.34	
2014 Added Assessment...	59.98	
Total 2014 Tax Receipts...		67,119.04

2013 Taxes

2013 Taxes 1-2 Quarters...	16,184.23	
2013 Taxes 3-4 Quarters...	11,894,914.18	
N.G. Checks Minus...	7,226.60	
2013 Added Assessment...	256,965.59	
Total 2013 Taxes Receipts...		12,160,837.40

Miscellaneous Tax Receipts

Interest on Taxes...	11,749.19	
N.G. Checks Minus...	149.78	
Duplicate Bill Fee...	55.00	
Bounced Check Fee...	20.00	
Total Miscellaneous Tax Receipts		11,674.41

Pilot Accts

Pilot Principal.....	1,044,084.29	
Total Collected on Pilot Accts.....		1,044,084.29

Total Taxes & Miscellaneous Tax Receipts.... **13,283,715.14**

\*\*\*\*\*Abatements not included in Edmunds Cash Receipts Report\*\*\*\*\*

Abatements

Abatement Principal.....	856,958.80	
Abatement Interest.....	38.35	
Abatement Totals.....		*****
		<u><b>856,997.15</b></u>

Bounced Checks

	Amount
43/20.01	4,426.38
184/42	<u>2,950.00</u>
Total	7,376.38

Respectfully yours,

Sharon Curran, Tax Collector



184/42	<u>2,950.00</u>												
	7,376.38												
Finance Dept.													
11/6/2013 BCB Mort. Co. included an abatement payment with there 4th quarter tax payments deposit amount \$411,388.81. The abatement payment of \$2,992.46.													

<b>REDEMPTIONS FOR THE MONTH OF NOVEMBER 2013</b>							
DATE REDEEMED	BLOCK	LOT	QUAL.	CERTIFICATE #	ADDRESS	REDEMPTION AMOUNT	PREMIUM AMOUNT
11/4/2013	201	10	COB-4	13-00070	219 BLOOMFIELD ST	5,206.74	10,100.00
11/12/2013	251	14.01	C000C	13-00083	163 FOURTEENTH ST	9,531.55	10,400.00
11/20/2013	167	3	C000C	13-00060	511 WILLOW AVE	837.13	500.00
11/20/2013	167	3	C0001	13-00057	511 WILLOW AVE	674.32	500.00
11/26/2013	59	12	C00P3	050055	418-422 JEFFERSON ST	241.85	700.00
11/26/2013	59	12	C00P3	060071	418-422 JEFFERSON ST	5,645.86	-
<b>Total</b>						<b>22,137.45</b>	<b>22,200.00</b>

Range: Block: First to Last  
 Lot:  
 Qual:  
 Range of Codes: First to Last  
 Range of Batch Ids: First to Last  
 Range of Spec Tax Codes: First to Last  
 Payment Type Includes: Tax: Y Sp Charges: Y Lien: Y Sp Assmnt: Y  
 Misc: Y  
 Payment Method Includes: Cash: Y Check: Y Credit: Y Range of Installment Due Dates: First to Last  
 Print Miscellaneous w/Block/Lot/Qual: N Print Only Miscellaneous w/Block/Lot/Qual: N  
 Range of Years: First to 2014  
 Range of Periods: 1 to 12  
 Range of Dates: 11/01/13 to 11/30/13  
 Print Ref Num: N

Code Description	Count	Arrears/Other	Principal			Interest	Total
			2012	2013	2014		
001 TAX-Billing	4490	0.00	0.00	11,867,152.24	67,059.06	11,224.50	11,945,435.80
014 ADDED ASSESSMENT/OMI	132	0.00	0.00	256,965.59	59.98	89.13	257,114.70
082 IN LIEU OF TAXES	19	0.00	0.00	1,044,083.99	0.30	0.00	1,044,084.29
SUB SUBSEQUENT TAX	33	0.00	0.00	43,946.17	0.00	435.56	44,381.73
Tax Payments	4674	0.00	0.00	13,212,147.99	67,119.34	11,749.19	13,291,016.52
00L OUTSIDE REDEEM	35	19,591.76	0.00	0.00	0.00	2,270.69	21,862.45
FEE	5	275.00	0.00	0.00	0.00	0.00	275.00
Lien Payments	40	19,866.76	0.00	0.00	0.00	2,270.69	22,137.45
005 BOUNCED CHECK FEE	1	20.00	0.00	0.00	0.00	0.00	20.00
012 DUPLICATE BILLS	9	55.00	0.00	0.00	0.00	0.00	55.00
Misc Payments	10	75.00	0.00	0.00	0.00	0.00	75.00
NSF BOUNCED CHECK	2	0.00	0.00	7,226.60-	0.00	149.78-	7,376.38-
Tax NSF	2	0.00	0.00	7,226.60-	0.00	149.78-	7,376.38-
<b>Payments Total:</b>	<b>4724</b>	<b>19,941.76</b>	<b>0.00</b>	<b>13,212,147.99</b>	<b>67,119.34</b>	<b>14,019.88</b>	<b>13,313,228.97</b>
<b>NSF Reversals Total:</b>	<b>2</b>	<b>0.00</b>	<b>0.00</b>	<b>7,226.60-</b>	<b>0.00</b>	<b>149.78-</b>	<b>7,376.38-</b>
<b>Total:</b>	<b>4726</b>	<b>19,941.76</b>	<b>0.00</b>	<b>13,204,921.39</b>	<b>67,119.34</b>	<b>13,870.10</b>	<b>13,305,852.59</b>

Total Cash: 45,109.06

Total Check: 13,260,743.53

Total Credit: 0.00

**MEETING OF THE CITY COUNCIL  
OF HOBOKEN, NEW JERSEY  
MISCELLANEOUS LICENSING  
DECEMBER 18, 2013**

**RAFFLES**

**3 ITEMS**

HOLA	(\$20.00)	DRAWING DATE
HOBOKEN DUAL LANGUAGE CHARTER SCHOOL		FEBRUARY 7, 2014
123 JEFFERSON ST.		
HOBOKEN, NJ 07030		

YCS FOUNDATION, INC.	(\$20.00)	RA1442
284 BROADWAY		50/50 RAFFLE
NEWARK, NJ 07104		

FRIENDS OF ELYSIAN CHARTER SCHOOL	(\$20.00)	RA1441
301 GARDEN ST.		50/50 RAFFLE
HOBOKEN, NJ 07030		02/28/2014

**PARKING FACILITIES**

**2 ITEMS**

SYLVAN SKY GARAGE LLC	(\$300.00)	PARKING GARAGE
112-41 QUEENS BLVD STE 202	8 or more cars	125-127 MARSHALL ST.
FOREST HILLS, NY 11375		HOBOKEN, NJ 07030

SYLVAN JEFFERSON GARAGE LLC	(\$300.00)	PARKING GARAGE
112-41 QUEENS BLVD STE 202	8 or more cars	800 JEFFERSON ST.
FOREST HILLS, NY 11375		HOBOKEN, NJ 07030

Office of Taxi & Limo Licensing

## Miscellaneous Licenses for City Council Approval

December 18, 2013 City Council Meeting

*Operator Licenses: 8 Total*

*Owner Licenses: 0 Total*

### Taxi Operator Licenses - 0 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Beshoy	Saleh	TAXI	T0138-13	\$75
2	Shenouda	Wael	TAXI	T0139-13	\$75
3	Ovalles	Raul	TAXI	T0011-14	\$75
<b>Total Fees:</b>					<b>\$225</b>
<b>Total Licenses:</b>					<b>3</b>

### Limo Operator Licenses - 7 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Rodriguez	Hermínio	LIMO	L0127-13	\$75
2	Deras	Carlos	LIMO	L0128-13	\$75
3	Cedeno	Daniel	LIMO	L0001-14	\$75
4	Alvarado	Jose	LIMO	L0129-13	\$75
5	Mazara	Nilo	LIMO	L0130-13	\$75
<b>Total Fees:</b>					<b>\$375</b>
<b>Total Licenses:</b>					<b>5</b>

### Taxi Owner Licenses -0 total

#	Company Name	Vehicle Type	Vehicle #	Fee
1				
<b>Total Fees:</b>				<b>\$ -</b>
<b>Total Licenses:</b>				<b>0</b>

### Limo Owner Licenses - 3 total

#	Company Name	Vehicle Type	Vehicle #	Fee*
1				
<b>Total Fees:</b>				<b>\$ -</b>
<b>Total Licenses:</b>				<b>0</b>

\* Limo Fees include: \$10 License Fee per vehicle, and \$700 Admin fee per vehicle. The \$50 fee per Corporation is not included in this list of licenses.

CITY OF HOBOKEN  
CLAIMS LISTING  
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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
ADM BUSINESS ADMINISTRATION	ICAPITAL	12-03379	EXCEL ENVIRONMENTAL RESOURCES	PROFESSIONAL SVC - LSRP	\$ 8,534.78		
		13-02025	IQ LANDSCAPE ARCHITECTS, P.C.	LANDSCAPE ARCHITECTURAL SVC	\$ 4,275.01		
	IOPERATING	13-03328	EI ASSOCIATES	GENERATOR ELECTRICAL ENGRNG	\$ 22,800.00		
		13-04119	REMINGTON & VERNICK ENGINEERS	2013 ROAD RESURFACING	\$ 20,486.03		
		13-04322	RUG & FLOOR STORE, INC.	FLOORING 3RD FLOOR CITY HALL	\$ 71,818.85		
		13-04624	PREMIER TECHNOLOGY SOLUTIONS	NOVEMBER MONTHLY SERVICES	\$ 7,180.50		
		13-04625	RSC ARCHITECTS	HISTORIC ST KIOSK THRU10/31/13	\$ 2,838.00		
		13-04644	BROWN & BROWN METRO INC	OCTOBER 2013 RMC FEES - JIF	\$ 5,400.00		
		13-04745	AWT ENVIRONMENTAL SERVICES INC	REMOVE SOIL FM UST & BACKFILL	\$ 11,034.78		
		13-04748	FAIRVIEW INSURANCE ASSOC.	DEC MONTHLY FEE&WELLNESS FEES	\$ 16,750.00		
		13-04817	STEPHEN MARKS	TRAVEL EXPENSES REIMBURSEMENTS	\$ 305.91		
		13-04818	STEPHEN MARKS	2013 TRAVEL EXPENSES REIMBURSE	\$ 1,082.61		
		13-05005	BOSWELL ENGINEERING	2013 ROAD PROGRAM	\$ 966.00		
		13-05006	BOSWELL ENGINEERING	FLOOD PROOFING	\$ 6,589.50		
		ADM FINANCE SUPERVISORS OFF	IOPERATING	13-04515	AUTOMATIC DATA PROCESSING	PROCESSING CHARGES	\$ 2,786.46
				13-04773	STATE OF NEW JERSEY	LATE ENROLLMENT INVOICE	\$ 5,340.93
				13-04843	AUTOMATIC DATA PROCESSING	HR PACKAGE	\$ 2,924.55
13-04845	AUTOMATIC DATA PROCESSING			AUTOPAY II CHARGES	\$ 2,839.51		
ADM LEGAL ADVERTISING	IOPERATING	13-04510	STAR LEDGER	LEGAL ADS FOR NOVEMBER 2013	\$ 2,694.68		
		13-04511	JERSEY JOURNAL	LEGAL ADS FOR NOVEMBER 2013	\$ 2,648.77		
ADM MAYOR'S OFFICE	IOPERATING	13-02103	W.B. MASON CO., INC.	DVD BINDER FOR COUNCIL MTGS	\$ 25.25		
ADM MUNICIPAL COURT	IOPERATING	13-04769	THE LIAISON CAPITOL HILL, AN	RESERVATIONS	\$ 1,474.76		
		13-04209	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 305.00		
ADM PARKING UTILITY	IPARK UTILITY	13-04654	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	\$ 212.50		
		13-02889	BENNY TUDINO'S	JULY 4TH PIZZA/PEO'S	\$ 85.00		
		13-03250	BUY WISE AUTO PARTS	HPU VEHICLE PARTS	\$ 176.08		
		13-03690	NEXGEN	SUPPLIES-GARAGE B	\$ 610.18		
		13-04038	MOLA IRON WORKS	TAXI STAND A/C BOX	\$ 400.00		
		13-04039	FISH WINDOW CLEANING	HPU WINDOW/BLINDS WASHING	\$ 135.00		
		13-04335	RIVERFRONT CAR WASH	HPU CAR WASH SERVICES	\$ 120.00		
		13-04336	AMANO McGANN, INC.	GARAGE B REPAIRS	\$ 770.00		
		13-04402	THOMAS VERNON	REFUND GARAGE B	\$ 15.00		
		13-04403	DAVID ADLER	REFUND GARAGE B	\$ 15.00		
		13-04405	RYDIN DECAL	PARKING PERMITS	\$ 420.00		
		13-04451	NATIONAL ASSOCIATION OF CITY	MEMBERSHIP DUES	\$ 3,500.00		
		13-04461	FIVEPM TECHNOLOGY, INC.	BUS TRACKING SERVICE - 11/13	\$ 2,500.00		
		13-04464	W.B. MASON CO., INC.	OFFICE SUPPLIES/HPU/GARAGE	\$ 953.24		
		13-04470	ALL MAINTENANCE PRODUCTS, INC	CALCIUM CHLORIDE/GARAGES	\$ 3,009.90		
		13-04471	NOBEL COMPUTER SYSTEMS, INC.	HOSTING/IMPOUNDS - 10/13	\$ 2,212.00		

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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
		13-04534	JONATHAN WOOD	REFUND GARAGE D	\$ 15.00
		13-04544	CENTRAL PARKING SYSTEM	REIMBURSE/LEASE PAYMENT-11/13	\$ 6,609.12
		13-04549	ENTERPRISE RENT-A CAR	VEHICLE RENTALS - 9/13; 10/13	\$ 603.25
		13-04551	NORTH HUDSON SEWERAGE AUTH.	GARAGE SEWER SERVICES	\$ 695.07
		13-04552	PAETEC COMMUNICATIONS INC.	LD SERVICES - OCTOBER, 2013	\$ 349.79
		13-04553	UNITRONICS SYSTEMS, INC.	MNTHLY MAINTENANCE-916 GARDEN	\$ 11,500.00
		13-04555	IMSA	SIGNAL & TRAFFIC DUES	\$ 160.00
		13-04556	PURCHASE POWER/SUPERVISOR	POSTAGE BY PHONE - OCT. 2013	\$ 306.00
		13-04557	AT&T MOBILITY	MULTI-METERS - NOVEMBER, 2013	\$ 2,688.43
		13-04564	ROSENBERG & ASSOCIATES	COURT REPORTING SERVICES	\$ 632.65
		13-04566	ENTERPRISE CONSULTANTS	PHONE MAINTENANCE - OCT. 2013	\$ 112.50
		13-04567	HIGH TECH PROTECTIVE SVS.INC.	MONITORING - 916 GARDEN STREET	\$ 241.00
		13-04568	PITNEY BOWES	METER LEASE RENTAL - 11/13	\$ 102.00
		13-04570	METRIC GROUP, INC.	MULTI-METER CREDITCALL CHARGES	\$ 400.00
		13-04571	EXXONMOBIL FLEET/GECC	FUEL PURCHASES - OCTOBER 2013	\$ 4,904.31
		13-04573	CITY PAINT AND HARDWARE	MISC. SUPPLIES/SIG. & TRAFFIC	\$ 140.37
		13-04574	CITY PAINT AND HARDWARE	MISC. SUPPLIES - HPU	\$ 2,086.83
		13-04576	PREMIER TECHNOLOGY SOLUTIONS	IT SERVICES - OCTOBER 2013	\$ 4,050.00
		13-04727	WEINER & LESNIAK, LLP	PROF. SERVICES - OCTOBER 2013	\$ 2,617.15
		13-04728	BOB'S GLASS WORKS	GARAGE D GLASS SERVICE	\$ 750.00
		13-04729	HOBOKEN WATER SERVICE	GARAGE WATER SERVICES	\$ 112.63
		13-04730	HIGH TECH PROTECTIVE SVS.INC.	GARAGE D FIRE ALARM REPAIR	\$ 205.00
		13-04732	BUY WISE AUTO PARTS	HPU/HOP VEHICLE PARTS	\$ 684.86
<b>ADM PERSONNEL &amp; BENEFITS</b>	<b>IOPERATING</b>	13-04960	OCA BENEFIT SERVICES	COBRA SERV FEES OCT-DEC 2013	\$ 328.05
<b>ADM PERSONNEL/BENEFITS</b>	<b>IOPERATING</b>	13-04920	GARDEN STATE MUNI.JOINT INSURA	WC DEDUCTIBLE SEPT-NOV 2013	\$ 81,362.08
<b>ADM PURCHASING</b>	<b>IOPERATING</b>	13-00587	SHARP ELECTRONICS CORPORATION	LEASE OF COPIERS - ALL DEPT.	\$ 9.34
		13-04743	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 1,127.67
		13-04938	HELEN POMPLIANO	REIMBURSEMENT (POSTAGE CHARGE)	\$ 15.00
<b>ADM SPECIAL COUNSEL</b>	<b>IOPERATING</b>	13-00125	ESTHER MILSTED ATTORNEY AT LAW	PUBLIC DEFENDER 2013	\$ 2,200.00
		13-00128	BENJAMIN CHOI, ESQ.	MUNICIPAL PROSECUTOR - 2013	\$ 1,950.00
		13-00131	MARAZITI, FALCON & HEALEY	SP LEGAL COUNSEL - LITIGATION	\$ 2,090.40
		13-00133	WEINER & LESNIAK, LLP	SP LEGAL COUNSEL -LABOR/EMPL	\$ 7,705.84
		13-00140	MCMANIMON,SCOTLAND, & BAUMANN	SP LEGAL COUNSEL - LITIGATION	\$ 145.00
		13-00141	PARKER McCAY, P.A.	SP LEGAL COUNSEL -BOND COUNSEL	\$ 103.61
		13-00146	VOGEL, CHAIT, COLLINS	SP LEGAL COUNSEL - LITIGATION	\$ 361.00
		13-01112	FLORIO & KENNY LLP	SP COUNSEL - RENT LEVELING	\$ 1,035.00
		13-01115	BENNETT A ROBBINS LAW OFFICE	ALTERNATE MUN. PROSECUTOR	\$ 325.00
		13-04215	W.B. MASON CO., INC.	SUPPLIES	\$ 168.01
		13-04964	MELLISSA L. LONGO	COURT PARKING-ALICEA TRIAL	\$ 22.00

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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM SPECIAL COUNSEL	IOPERATING	13-04999	THE PMA INSURANCE GROUP	LIABILITY NOVEMBER 2013	\$ 13,852.81
		13-05004	GARDEN STATE MUNI.JOINT INSURA	INSURANCE DEDUCTIBLE OCT 2013	\$ 25,845.33
ADM TAX ASSESSOR	IOPERATING	13-00142	VINCENT J. LAPAGLIA	SP LEGAL COUNSEL - TAX APPEALS	\$ 23,647.02
		13-03535	M.G.L. FORMS-SYSTEMS LLC	2014 TAX BINDERS	\$ 1,226.05
		13-04484	W.B. MASON CO., INC.	DRUM CARTRIDGE FAX MACHINE	\$ 188.00
		13-04671	COMMERCIAL BUSINESS FORMS	CHAPTER 75 CARDS 2014 POSTAGE	\$ 5,280.00
ADM TAX COLLECTOR	IOPERATING	13-03127	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 584.07
		13-03499	PROFESSIONAL GOVERNMENT	SEMINAR-TAX COLLECTOR	\$ 90.00
		13-04419	M.G.L. FORMS-SYSTEMS LLC	OFFICE FORMS	\$ 919.50
		13-04930	FNA JERSEY LIEN SVCS, LLC	REDEMPTION	\$ 60,875.70
ADM ZONING OFFICER	IOPERATING	13-04932	ACTLIEN HOLDING INC	REDEMPTION	\$ 77,962.37
		13-04925	ANN HOLTZMAN	Reimbursement	\$ 372.52
ADM/CITY CLERK	IOPERATING	13-04928	ANN HOLTZMAN	Reimbursement	\$ 154.82
		13-04427	W.B. MASON CO., INC.	IVR-E285A PRINTER CARTRIDGES	\$ 227.70
ADM/CONSTRUCTION CODE	IOPERATING	13-04618	METROPOLITAN COFFEE SERVICE	COFFEE BREWER RENTAL	\$ 30.00
		13-04710	METROPOLITAN COFFEE SERVICE	OFFICE SUPPLIES	\$ 68.90
		13-04178	DREW & ROGERS, INC.	permit applications	\$ 600.00
		13-04279	RIVERFRONT CAR WASH	full service car washes	\$ 12.00
ADM/ELECTIONS	IOPERATING	13-04393	MDO BUILDERS	REFUND CONSTRUCTION PERMITS	\$ 583.00
		13-04627	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 261.86
		13-04599	FARINA, JAMES	GENERAL ELECTION NOV. 5, 2013	\$ 55.30
		13-04601	JOHN SALVETTI	GENERAL ELECTION NOV. 5, 2013	\$ 240.00
		13-04602	CHARLES KOLMER	GENERAL ELECTION NOV. 5, 2013	\$ 240.00
		13-04603	RICHARD REPETTI	GENERAL ELECTION NOV. 5, 2013	\$ 100.00
		13-04604	JONATHAN BUONFIGLIO	GENERAL ELECTION NOV. 5, 2013	\$ 100.00
		13-04606	LAUREN FARINA	GENERAL ELECTION NOV. 5, 2013	\$ 100.00
		13-04607	ALYSSA PASCULLI	GENERAL ELECTION NOV. 5, 2013	\$ 100.00
		13-04608	RICHARD SCHUBRING	GENERAL ELECTION NOV. 5, 2013	\$ 100.00
		13-04609	RICHARD J. SCHUBRING	GENERAL ELECTION NOV. 5, 2013	\$ 100.00
		13-04611	MATTHEW GALLO	GENERAL ELECTION NOV. 5, 2013	\$ 100.00
		13-04612	ROYAL PRINTING	GENERAL ELECTION NOV. 5, 2013	\$ 3,856.80
		13-04614	ROYAL PRINTING	GENERAL ELECTION NOV. 5, 2013	\$ 1,375.00
13-04616	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 176.99		
ADMINISTRATION - AUDIT	IOPERATING	13-00144	FERRAIOLI, WIELKOTZ, CERULLO &	MUNICIPAL AUDITING SERVICES	\$ 15,000.00
CAPITAL ACCOUNT	ICAPITAL	12-02807	REMINGTON & VERNICK ENGINEERS	HOBOKEN COVE & 1600 PARK	\$ 1,366.53
CD DIRECTOR'S OFFICE	ESCROW	13-04912	MARAZITI, FALCON & HEALEY	SPECIAL LEGAL COUNSEL	\$ 3,622.50
		13-04914	MARAZITI, FALCON & HEALEY	SPECIAL LEGAL COUNSEL	\$ 7,065.00
		13-04915	MARAZITI, FALCON & HEALEY	SPECIAL LEGAL COUNSEL	\$ 450.50
		12-03381	SHIRLEY M. BISHOP, P.P.,LLC	PRO. SERVICE - COAH PLANNER	\$ 400.00

CITY OF HOBOKEN  
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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
CD DIRECTOR'S OFFICE	IOPERATING	13-04136	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 175.98		
		13-04410	W.B. MASON CO., INC.	OFFICE SUPPLIES FOR COMM. DEV.	\$ 372.57		
		13-04444	MASER CONSULTING	REHABILITATION STUDY BLOCK 74	\$ 1,817.50		
CD HISTORIC PRESERVATION COMM	IOPERATING	13-04292	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 26.99		
		13-04478	GOVCONNECTION, INC.	NEW PC-HISTORIC PRESERVATION C	\$ 686.00		
CD MLUL PB ESCROW ACCTS	ESCROW	13-04536	PHYLLIS T. LEWIS	DEVELOPERS ESCROW	\$ 230.00		
		13-04538	THE GALVIN LAW FIRM	ESCROWS	\$ 1,855.00		
CD MLUL ZBA ESCROW ACCTS	ESCROW	13-04537	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 4,893.75		
		13-04539	THE GALVIN LAW FIRM	DEVELOPERS ESCROW	\$ 2,385.87		
CD MLUL ZONING BD OF ADJ	IOPERATING	13-03818	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$ 1,087.50		
CITY CLERK	IOPERATING	13-04532	ELIZABETH LUGO	REFUND HANDICAPPED PARKING	\$ 125.00		
COMMUNITY DEVELOPMENT	ICDBG2818	13-04595	HOPES INC.	CDBG PORTION HOPES INC. - OCT	\$ 3,960.92		
	IFEDERAL	13-04433	RUTGERS STATE OF NJ	DESIGN TWO CURB EXTENSIONS	\$ 2,250.00		
ES CENTRAL GARAGE	IOPERATING	13-04007	BUY WISE AUTO PARTS	CG VEHICLE PARTS	\$ 740.52		
		13-04341	BUY WISE AUTO PARTS	CENTRAL GARAGE/PD AUTO PARTS	\$ 1,306.97		
		13-04546	SANITATION EQUIP. CORP.	SANITATION VEHICLE REPAIRS	\$ 948.79		
		13-04548	BEYER BROTHERS CORP.	SANITATION VEHICLE REPAIRS	\$ 3,124.46		
		13-04559	AUTOPART INTERNATIONAL	CENTRAL GARAGE AUTO PARTS	\$ 254.90		
		13-04560	HFI TRUCK CENTER	CENTRAL GARAGE/SWEEPER REPAIRS	\$ 696.97		
		13-04562	WINFIELD UPHOLSTERY CO.	CG/PD VEHICLE UPHOLSTERY	\$ 538.00		
		13-04733	KLINGER TIRE & SERVICE CO.	TIRES/CENTRAL GARAGE-CUSHMANS	\$ 924.00		
		13-04750	ENVIRONMENTAL CLIMATE CONTROL	Heat @ Carpenter's Shop-garage	\$ 225.00		
		ES CLEAN COMMUNITIES	IFEDERAL	13-03674	CLEAN ALL TECH. CORP.	ORANGE GARBAGE BAGS C.G.	\$ 2,615.00
				13-04744	RUG & FLOOR STORE, INC.	HPD Communications Room	\$ 1,988.16
		ES PUBLIC PROPERTY	IOPERATING	12-04297	MAC PEST CONTROL	PEST CONTROL CITY BLDGS. 8/12	\$ 600.00
				13-03823	NESTLE WATERS INC	WATER FILTERS & INSTALLATION	\$ 191.92
				13-04482	TERMINIX	PEST CONTROL FIRE HOUSES	\$ 150.00
				13-04486	JOHN A. EARL CO.	PAPER SUPPLIES/BAGS CITY HALL	\$ 2,487.30
13-04613	FCA LIGHTING			ELECTRICAL REPAIR POLICE DEPT.	\$ 1,225.00		
13-04622	COOPER PEST SOLUTIONS, INC.			Old invoices for Cooper Pest	\$ 1,999.55		
13-04623	CITY PAINT AND HARDWARE			SUPLIES BUILDINGS 10/13	\$ 2,494.16		
13-04634	ENVIRONMENTAL CLIMATE CONTROL			SERVICE CALLS	\$ 882.63		
13-04637	FCA LIGHTING			NEW LIGHT COURT ROOM C.H.	\$ 450.00		
13-04647	METRO FIRE & COMMUNICATIONS			Pull Station@ Multi/HobFamPlan	\$ 396.76		
13-04657	DEPENDABLE PLUMBING &			City Hall Work	\$ 5,200.00		
13-04674	QUALITY PLUMBING & HEATING			INSTALLED APPLICANCES	\$ 900.00		
13-04754	QUALITY PLUMBING & HEATING			Purchasing Office	\$ 1,500.00		
ES ROADS	ITRUST	13-04761	SELETTI BROTHERS	Decorations for City Hall	\$ 760.00		
		13-04615	ONE CALL CONCEPTS, INC.	MARK OUTS CITY STREETS	\$ 151.62		

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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ES ROADS	IOPERATING	13-04655	PAV-CON CONSTRUCTION, INC.	Pav-Con for 3 locations/CITY	\$ 10,250.00
ES SOLID WASTE	IOPERATING	13-04445	CALI CARTING, INC.	SOLID WASTE & RECY. 11/13	\$ 128,333.33
		13-04598	NATURE'S CHOICE	LEAF COLLECTION	\$ 80.00
HS BD OF HEALTH	IOPERATING	13-04082	RR DONNELLEY	CERTIFIED COPY OF VITAL RECORD	\$ 125.00
		13-04363	THOMSON REUTERS-WEST	SUBSCRIPTION PRODUCT CHARGES	\$ 288.00
HS CULTURAL AFFAIRS	ITRUST	13-04130	LUKE FAUST	PERFORMANCE FALL FEST	\$ 200.00
		13-04187	MATTHEW CORRADO	SERVICES RENDERED FALL FEST.	\$ 217.50
		13-04304	DIANE RUBINO	HARVEST FESTIVAL ASSISTANCE	\$ 168.00
		13-04594	ROYAL THRONE PORTABLE TOILETS	PORTABLE TOILET RENTAL	\$ 525.00
		13-04788	ANGELINA LEDESMA	ASSISTANCE - STUDIO TOUR	\$ 63.00
		13-04861	ELIZABETH WEISS	GENERAL OFFICE ASSISTANCE	\$ 1,320.00
		13-04941	ELIZABETH MORIN	EVENT ASSISTANCE	\$ 117.00
		13-04943	FALLO, GERALDINE	Reimbursement	\$ 46.63
		13-04944	ANGELINA LEDESMA	EVENT ASSISTANCE CRAFT FAIR	\$ 56.00
HS DIRECTOR'S OFFICE	ICAPITAL	13-00491	WILLIAMS SCOTSMAN, INC	TRAILER POLICE DEPARTMENT	\$ 1,418.26
		13-01113	BOSWELL ENGINEERING	CITY ENG. FOR PARK IMPROVE.	\$ 20,302.24
		13-03330	RICH PICERNO BUILDERS, LLC.	ELYSIAN PARK IMPR. BID 13-06	\$ 333,334.75
		13-03668	SYSTEM ONE ALARM SERVICES	HPD SECURITY AND FIRE ALARM	\$ 37,170.00
		13-04123	ZENITH CONSTRUCTION SERVICES	DOG PARK CH SQ PARK BID 13-09	\$ 182,011.97
	IOPERATING	13-04362	RIVERFRONT CAR WASH	CAR WASHES- MEDICAL TRANSPORT	\$ 18.00
		13-04979	BOSWELL ENGINEERING	REHAB OF CITY WIDE FIREHOUSE	\$ 8,839.25
		13-04980	BOSWELL ENGINEERING	RENOVATION TO POLICE H.Q.	\$ 29,954.48
HS PARKS	ICAPITAL	13-04982	BOSWELL ENGINEERING	ELYSIAN PARK IMPROVEMENTS	\$ 59,721.75
	IO M FUND	13-03952	LOU'S LANDSCAPING & DESIGN INC	PAVER REPAIRS (47,180 SF)	\$ 6,247.50
		13-04217	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 400.00
		13-04436	CHASAN,LEYNER & LAMPARELLO, PC	PROFESSIONAL SERVICES RENDERED	\$ 3,730.97
		13-04505	TERMINIX	PEST CONTROL SERVICES	\$ 1,500.00
		13-04792	LOU'S LANDSCAPING & DESIGN INC	MONTHLY LANDSCAPING SERVICES	\$ 6,530.96
		13-04809	P.S.E.&G. COMPANY	UTIL ELEC - PIER A - NOV 2013	\$ 307.80
		13-04815	LOU'S LANDSCAPING & DESIGN INC	WINTERIZE LAWN SPRINKLER SYST.	\$ 1,790.00
		13-04848	CITY PAINT AND HARDWARE	MISC. SUPPLIES FOR PARKS	\$ 434.44
		13-04978	BOSWELL ENGINEERING	PIER C PARK REHABILITATION	\$ 5,521.50
		13-04984	LOU'S LANDSCAPING & DESIGN INC	ICE CONT. SNOW REMOVAL PIER A	\$ 6,510.00
		13-04988	BOSWELL ENGINEERING	WATERFRONT ENGINEER-GENERAL	\$ 342.00
	IOPERATING	13-04217	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 150.00
		13-04434	MATERA'S NURSERY	MISC. SUPPLIES FOR PARKS DEPT.	\$ 231.75
		13-04596	ZUIDEMA/ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 300.00
		13-04758	P.S.E.&G. COMPANY	ELECTRICITY - 1600 WILLOW AVE	\$ 301.31
		13-04833	GRO RITE LANDSCAPE SERVICES	LANDSCAPING SERVICES	\$ 8,775.00

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DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$	
HS PARKS	IOPERATING	13-04981	BOSWELL ENGINEERING	DOG PARK RENOVATIONS	\$ 15,918.00	
		13-04983	BOSWELL ENGINEERING	RESTROOM IMPROVEMENTS CH.SQ.PK	\$ 4,978.50	
HS RECREATION	IOPERATING	13-04831	STAN'S SPORT CENTER	MIDDLE DIVISION BB EQUIPMENT	\$ 5,127.00	
		13-04832	STAN'S SPORT CENTER	SMALL FRY BB EQUIPMENT	\$ 8,100.00	
		ITRUST REC FEES	13-04772	STAN'S SPORT CENTER	WOMEN'S SOFTBALL EQUIPMENT	\$ 528.00
			13-04828	STAN'S SPORT CENTER	INSTRUCTIONAL BB EQUIPMENT	\$ 1,663.50
			13-04829	STAN'S SPORT CENTER	GRAMMAR BB EQUIPMENT	\$ 6,765.75
			13-04830	STAN'S SPORT CENTER	GIRLS DIV. - BB EQUIPMENT	\$ 2,868.55
			13-04831	STAN'S SPORT CENTER	MIDDLE DIVISION BB EQUIPMENT	\$ 1,732.65
			13-04832	STAN'S SPORT CENTER	SMALL FRY BB EQUIPMENT	\$ 2,000.55
HS RENT LEVELING/STABILIZATION	IOPERATING	13-00929	STAR LEDGER	ADS FOR RENT LEVELING	\$ 53.36	
HS SENIOR CITIZEN PROGRAM	IOPERATING	13-03591	W.B. MASON CO., INC.	NEW FURNITURE FOR OFFICE	\$ 19,704.99	
		13-04089	METROPOLITAN COFFEE SERVICE	WATER FOR OFFICE COOLER	\$ 61.00	
		13-04249	METROPOLITAN COFFEE SERVICE	WATER FOR COOLER	\$ 30.00	
		13-04630	REBEKAH ARAMINI LUPO	YOGA INSTRUCTOR- SENIOR CENTER	\$ 640.00	
		13-04940	REBEKAH ARAMINI LUPO	SERVICES RENDERED YOGA INSTR.	\$ 320.00	
PERSONNEL OFFICE	IOPERATING	13-04648	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 100.16	
PS FIRE	IFEDERAL	13-03192	CAMPBELL SUPPLY CO.	REPAIR TO FIRE APPARATUS	\$ 3,118.10	
		13-04437	FIREFIGHTER ONE	FEMA FIRE GRANT EQUIPMENT	\$ 903.60	
		IOPERATING	13-03192	CAMPBELL SUPPLY CO.	REPAIR TO FIRE APPARATUS	\$ 346.45
			13-04321	TURNOUT FIRE & SAFETY, INC.	FRONT PIECE FRAME FOR HELMETS	\$ 379.90
			13-04437	FIREFIGHTER ONE	FEMA FIRE GRANT EQUIPMENT	\$ 100.40
			13-04650	SHORE SOFTWARE	ONLINE BACKUP	\$ 69.95
			13-04709	COMPREHENSIVE PSYCHOLOGICAL	PSYCHOLOGICAL EVALUATION	\$ 100.00
			13-04483	PINNACLE WIRELESS USA INC	Equipment Brackets	\$ 150.00
PS FIRE SAFETY	IFIRE ED	13-04580	A.W. MEYER CO, INC	DISTANCE LASER MEASURER B.O.	\$ 149.00	
		13-01763	SQUAD FITTERS, INC	MOTORCYCLE EQUIPMENT	\$ 422.67	
PS POLICE	IOPERATING	13-03736	W.B. MASON CO., INC.	SUPPLIES	\$ 1,053.55	
		13-04075	W.B. MASON CO., INC.	CD-R DISCS	\$ 78.75	
		13-04349	LOSURDO BROTHERS	FOOD FOR PD SPONSORED CLASS	\$ 125.00	
		13-04350	CITY PAINT AND HARDWARE	SEPTEMBER BILL	\$ 204.41	
		13-04355	SOMERSET CTY POLICE ACADEMY	ARRST SEARCH & SEIZURE	\$ 60.00	
		13-04358	NJASRO	SCHOOL RESOURCE OFF TRAINING	\$ 295.00	
		13-04359	RIVERFRONT CAR WASH	SEPTEMBER MONTHLY BILL	\$ 656.00	
		13-04360	RIVERFRONT CAR WASH	JUNE 2012 MONTHLY BILL	\$ 360.00	
		13-04373	FULL HOUSE PRINTING	RUBBER STAMPS - B OF I	\$ 120.00	
		13-04415	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 1,106.59	
		13-04474	S. MANZO UNIFORM CO INC	CLASS II JACKETS	\$ 810.00	
		13-04475	S. MANZO UNIFORM CO INC	CLASS II WOOL COATS	\$ 3,200.00	

CITY OF HOBOKEN  
CLAIMS LISTING  
DECEMBER 18, 2013

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
PS POLICE	IOPERATING	13-04619	ENTERPRISE CONSULTANTS	MONTHLY MAINTENANCE	\$ 415.50
UNCLASSIFIED ELECTRICITY	IOPERATING	13-04876	GREEN MOUNTAIN ENERGY	ELECTRIC UTILITY - NOV 2013	\$ 35,087.91
UNCLASSIFIED INSURANCE	IOPERATING	13-04763	BLUE CROSS-BLUE SHIELD OF NJ	HEALTH/RX INS. DECEMBER 2013	\$ 1,588,512.14
		13-04764	BLUE CROSS BLUE SHIELD NJ (D)	DENTAL INSURANCE DEC 2013	\$ 42,827.58
		13-04919	THE PMA INSURANCE GROUP	WORKERS COMP AUG-NOV 2013	\$ 60,164.42
		13-04961	VISION SERVICE PLAN, INC.	VISION INSURANCE DEC 2013	\$ 10,005.80
UNCLASSIFIED STREET LIGHTING	IOPERATING	13-04875	GREEN MOUNTAIN ENERGY	STREET LIGHTING - NOV 2013	\$ 12,395.64
UNCLASSIFIED TELEPHONE	IOPERATING	13-04793	ENTERPRISE CONSULTANTS	TELEPHONE MAINTENANCE	\$ 464.98
		13-04873	COOPERATIVE COMMUNICATIONS,INC	LD/TOLL SERVICE 12/13	\$ 624.62
		13-04874	VERIZON WIRELESS	CELL SERVICES 10-11/13	\$ 8,710.97
		13-04878	ENTERPRISE CONSULTANTS	TELEPHONE MAINTENANCE 11/13	\$ 1,370.00
		13-04966	CABLEVISION LIGHTPATH, INC.	INTERNET SERVICE 11/13	\$ 4,062.83
UNCLASSIFIED WATER & SEWERAGE	IOPERATING	13-04824	HOBOKEN WATER SERVICE	UTILITY - WATER - PIER C	\$ 1,787.11
		13-04996	HOBOKEN WATER SERVICE	WATER UTILITY - 1600 PARK AVE	\$ 23.09
UNCLASSIFIED/STATIONERY	IOPERATING	13-02655	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 946.77
		13-04222	W.B. MASON CO., INC.	CY2014 CALENDAR ORDER	\$ 3,523.91
<b>Grand Total</b>					<b>\$ 3,368,056.84</b>

RESOLVED, THAT WARRANTS DRAWN ON THE CITY TREASURER, TO THE ORDER OF THE CITY TREASURER, IN PAYMENT OF SERVICES OF OFFICERS AND EMPLOYEES OF THE CITY OF HOBOKEN, FOR THE PERIOD:

07-Nov-13	TO	20-Nov-13	Paydate	11/27/2013	
<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (11)</u>	<u>O/T PAY (14)</u>	<u>OTHER PAY (11)</u>	<u>TOTAL PAY</u>
PERSONNEL	3-01-20-105	7,786.60	0.00	0.00	7,786.60
MAYOR'S OFFICE	3-01-20-110	9,959.63	0.00	0.00	9,959.63
CITY COUNCIL	3-01-20-111	7,517.37	0.00	0.00	7,517.37
BUS ADMINISTRATOR	3-01-20-112	16,003.20	315.16	0.00	16,318.36
ABC BOARD	3-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	3-01-20-114	6,164.22	0.00	0.00	6,164.22
GRANTS MANAGEMENT	3-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	3-01-20-120	15,379.92	158.04	0.00	15,537.96
ELECTIONS	3-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	3-01-20-130	21,732.50	1,202.60	0.00	22,935.10
ACCOUNTS/CONTROL	3-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	3-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	3-01-20-145	8,675.38	0.00	0.00	8,675.38
ASSESSOR'S OFFICE	3-01-20-150	11,854.31	0.00	0.00	11,854.31
CORPORATE COUNSEL	3-01-20-155	11,912.69	0.00	0.00	11,912.69
COMMUNITY DEVELOPMENT	3-01-20-160	6,519.24	0.00	0.00	6,519.24
PLANNING BOARD	3-01-21-180	2,019.23	0.00	0.00	2,019.23
ZONING OFFICER	3-01-21-186	6,735.68	162.23	0.00	6,897.91
HOUSING INSPECTION	3-01-21-187	6,142.24	546.48	0.00	6,688.72
CONSTRUCTION CODE	3-01-22-195	21,711.88	422.69	0.00	22,134.57
POLICE DIVISION	3-01-25-241-011	518,131.30	13,979.70	0.00	532,111.00
POLICE CIVILIAN	3-01-25-241-016	29469.60	2,856.24	0.00	32,325.84
POLICE DIVISION CLASS II	3-01-25-241-015	4,780.00	0.00	0.00	4,780.00
WORKERS COMP		0.00	0.00	3,660.59	3,660.59
CROSSING GUARDS	3-01-25-241-012	12,087.58	0.00	0.00	12,087.58
WORKERS COMP		0.00	0.00	297.08	297.08
EMERGENCY MANAGEMENT	3-01-25-252	15,999.99	0.00	0.00	15,999.99

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>TOTAL PAY</u>
FIRE DIVISION	3-01-25-266	436,355.45	36,611.37	0.00	472,966.82
Fire - Straight Time (Differential)		0.00	0.00	703.48	703.48
FIRE CIVILIAN	3-01-25-266-016	19,309.41	0.00	0.00	19,309.41
STREETS AND ROADS	3-01-26-291-011	15,234.15	942.13	0.00	16,176.28
ENV SRVCS DIR OFFICE	3-01-26-290	6,381.58	0.00	0.00	6,381.58
RECREATION SEASONAL EMP STRAIGHT TIME PD TO REC EMPLOYEES	3-0128370016	1,584.00 0.00	0.00 0.00	0.00 0.00	1,584.00 0.00
CENTRAL GARAGE	3-01-26-301	5,264.88	1,221.54	0.00	6,486.42
SANITATION	3-01-26-305	22,861.06	3,404.97	0.00	26,266.03
LICENSING DIVISION	3-31-55-501-101	1,201.57	0.00	0.00	1,201.57
HUMAN SRVCS DIR OFFICE	3-01-27-330	7,006.52	0.00	0.00	7,006.52
BOARD OF HEALTH	3-01-27-332	20,831.37	0.00	0.00	20,831.37
CONSTITUENT SRCS	3-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	3-01-27-336	13,347.28	898.10	0.00	14,245.38
RENT STABILIZATION	3-01-27-347	9,784.34	0.00	0.00	9,784.34
TRANSPORTATION	3-01-27-348	0.00	0.00	0.00	0.00
RECREATION	3-01-28-370	8,960.10	0.00	0.00	8,960.10
PARKS	3-01-28-375	11,885.56	902.43	0.00	12,787.99
PUBLIC PROPERTY STIPEND Works Comp	3-01-28-377	23,788.07 0.00 0.00	3,112.44 0.00 0.00	0.00 192.31 1,232.84	26,900.51 192.31 1,232.84
O & M TRUST	T-24-20-700-020	5,285.21	0.00	0.00	5,285.21
MUNICIPAL COURT	3-01-43-490	35,498.98	0.00	0.00	35,498.98
PARKING UTILITY	3-31-55-501-101	116,628.32	11,434.65	0.00	128,062.97
MUN COURT OVERTIME	T-0340000-037	0.00	2,051.62	0.00	2,051.62
TRUST - RECREATION ADULT PROG STRAIGHT TIME PD TO REC EMPLOYEES	T-03-40-000-108	907.50 0.00	0.00 0.00	0.00 630.00	907.50 630.00
FIRE EDUCATION	T-13-10-000-000	0.00	227.67	0.00	227.67
HOBOKEN ATHL LEAGUE STRAIGHT TIME PD TO SR CIT EMPLOYEE	G-02-41-200-PAL	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00

<u>DEPARTMENT</u>	<u>ACCOUNT NUMBER</u>	<u>REGULAR PAY (01)</u>	<u>O/T PAY (02)</u>	<u>OTHER PAY (01)</u>	<u>PAY</u>
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**OTHER:**

TRUST TRUST	3-01-28-375-014	0.00	1,990.85	0.00	1,990.85
TRUST PAL	T-03-40-000-004	37.50	0.00	0.00	37.50
Tennis Clinic	T-03-04-000-110	0.00	0.00	0.00	0.00
CULTURAL AFFAI AFFAIRS	3-01-271-760-11	2,988.46	0.00	0.00	2,988.46
SALARY ADJUSTMENT	3-01-36-478-000	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-44-701-389 DWI	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	65,625.50	65,625.50
HLTH INS EMP WAIV COMP	3-01-30-400-WVR	0.00	0.00	0.00	0.00
SALARY AND WAGES	3-01-46-870-014	0.00	0.00	0.00	0.00
HURRICANE SANDY TRUST FUND	3-01-55-901-014	0.00	0.00	0.00	0.00
		=====	=====	=====	=====
<b>GRAND TOTAL</b>		1,505,723.87	82,440.91	72,498.72	1,660,663.50
					1,660,663.50

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

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

**RESOLUTION TO AUTHORIZE AN PROFESSIONAL SERVICE CONTRACT WITH MASER CONSULTING PA AS PROFESSIONAL PLANNER FOR THE CITY OF HOBOKEN FOR THE NEUMANN LEATHERS REDEVELOPMENT AREA, FOR A MAXIMUM ONE YEAR TERM, AND FOR A TOTAL NOT TO EXCEED AMOUNT OF \$83,850.00**

**WHEREAS**, service to the City as a Principal Planner 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 seeks to award a contract to a Principal Planner for the Neumann Leathers Redevelopment Area, and has chosen Maser Consulting for a one year term, with a not to exceed amount of Eighty Three Thousand Eight Hundred Fifty Dollars (\$83,850.00); and,

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

**WHEREAS**, certification of funds for insurance premiums is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$83,850.00 is available in the following appropriation account 3-01-21-181-036 in the CY2013 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2013 budget; and I further certify that the funds being appropriate are intended for the purposes herein appropriated.**

**Signed:** \_\_\_\_\_, George DeStefano, CFO

**NOW THEREFORE, BE IT RESOLVED**, that a contract with **Maser Consulting** to represent the City as Principal Planner, in accordance with the scope of work detailed in their November 19, 2013 proposal, attached hereto, and the RFP for Professional Planner for Redevelopment Area – Neumann Leather; the maximum term shall be one year from the date of award; and, the total not to exceed amount shall be Eighty Three Thousand Eight Hundred Fifty Dollars (\$83,850.00) which shall be paid incrementally within 45 days of receiving a valid invoice for services; 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 **Maser Consulting**; and

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

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

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

**Reviewed:**

**Approved as to form:**

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

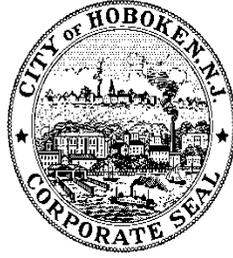
\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** December 18, 2013

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

**CITY OF HOBOKEN**  
**Office of Corporation Counsel**

**DAWN ZIMMER**  
Mayor



**MELLISSA LONGO**  
Corporation Counsel

**MEMORANDUM**

---

To: Quentin Wiest                      Brandy Forbes  
cc: Mellissa Longo                      Stephen Marks                      Juan Melli  
    Dan Bryan                              Al Dineros  
From: Alysia M. Proko  
RE: EVALUATION RESULTS FOR: **"RFP-PROFESSIONAL PLANNER FOR REDEVELOPMENT  
    AREA – NEUMANN LEATHERS"**  
Date: November 19, 2013

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Please be advised, on November 19, 2013, the evaluations for **"RFP-PROFESSIONAL PLANNER FOR REDEVELOPMENT AREA – NEUMANN LEATHERS"** were finalized. The evaluation results were as follows:

Maser Consulting PA  
200 Valley Road Suite 400  
Mount Arlington, New Jersey 07856  
Score: 327

The Administration is hereby authorized to review the above evaluation results and proceed to contract for the above services in accordance therewith. Thank you.

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

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

## CITY OF HOBOKEN

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

### **THIS RESOLUTION AUTHORIZES THE TRANSFER OF FUNDS WITHIN ACCOUNTS IN THE CY 2013 CURRENT FUND APPROPRIATIONS.**

**BE IT RESOLVED, that the following CY 2013 budget Current Fund appropriation transfers are hereby authorized for the City of Hoboken:**

Operations within "CAPS"

Electricity	From	To
Street Lighting	\$80,000	\$80,000

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

**MEETING OF: December 18, 2013**

**REVIEWED BY:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**Melissa Longo**  
Corporation Counsel

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

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

**RESOLUTION AWARDED A CONTRACT TO BRUNSWICK COMMERCIAL & GOVERNMENT PRODUCTS, INC. THROUGH ITS GSA CONTRACT (GS-07F-0011J) FOR EQUIPMENT FOR THE FIREFIGHTING/RESCUE VESSEL FOR THE HOBOKEN FIRE DEPARTMENT**

**WHEREAS**, N.J.S.A. 40A:11-12(b) allows municipalities to award public contracts without public bidding when the vendor is an approved state or federal contractor, and Department of Community Affairs LFN 2005-14, permits the use of federal government contracts for homeland security purchases, and

**WHEREAS**, Brunswick Commercial and Government Products, Inc. has been approved as a Federal Contractor pursuant to GSA Contract GS-07F-0011J; and,

**WHEREAS**, the City of Hoboken's Fire Department needs certain equipment for its firefighting/rescue vessel that is needed to enhance the Department's effectiveness in responding to waterborne emergencies; and,

**WHEREAS**, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the goods specified pursuant to GSA Contract GS-07F-0011J; and,

**WHEREAS**, Brunswick Commercial & Government Products, Inc. has provided the City with a quotation for the equipment for \$173,285.00, a copy of which is attached hereto;

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$173,285.00 is available from G-02-20-105-FE2 in the 2013 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 CY2013; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the goods described in quotation, which attached hereto, at cost not to exceed those listed in the quotation, and for a total not to exceed

amount of One Hundred Seventy-Three Thousand Two Hundred Eighty-Five Dollars (\$173,285.00), as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. 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.
3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

Brunswick Commercial & Government Products, Inc.  
420 Megan Z Avenue  
Edgewater, Florida 32132

**Meeting date: December 18, 2013**

**APPROVED:**

**APPROVED AS TO FORM:**

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

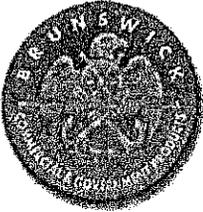
\_\_\_\_\_  
Mellissa Longo  
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Contract #: GS-07F-0011J  
 Contractor: BRUNSWICK COMMERCIAL & GOVERNMENT PRODUCTS, INC.  
 Address: 420 MEGAN Z AVE  
 EDGEWATER, FL 32132-2166  
 Phone: 386.423.2900  
 E-Mail: jennifer.butera@whaler.com  
 Web Address: http://www.BrunswickCGP.com  
 DUNS: 015602878  
 NAICS: 336612

Socio-Economic : Other than small business  
 EPLS : Contractor not found on the Excluded Parties List System  
 Govt. Point of Contact: TRACIE CROWDER  
 Phone: 817-850-8218  
 E-Mail: tracie.crowder@gsa.gov  
 Contract Clauses/Exceptions: View the specifics for this contract

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category		View Catalog
84	TOTAL SOLUTIONS FOR LAW ENFORCEMENT, SECURITY, FACILITIES MANAGEMENT, FIRE, RESCUE, CLOTHING, MARINE CRAFT AND EMERGENCY/DISASTER RESPONSE	GS-07F-0011J		Sep 30, 2018	260 01	<b>SOON PURCH</b>	



BRUNSWICK COMMERCIAL &  
GOVERNMENT PRODUCTS, INC.

24 October 2013

Dear Mike Stefano,

Please see the attached GSA option list with prices for the upgrades and spares for your Boston Whaler Fire Boat.

The FLIR camera price includes a custom mast to mount it to the top of the cabin. Please note that FLIR requires that this camera system be installed by a qualified OEM.

GSA Option #	Description	Cost	Qty	Ext. Cost
61925/02823	COPPERHEAD RF MONITOR W/ RF NOZZLE	\$10,511.00	1	✓ \$10,511.00
8978	FLIR VOYAGER III CAMERA ASSEMBLY	\$106,653.00	1	✓ \$106,653.00
69524	O/B, YAMAHA 300HP 4-S V6 30" SHAFT STD	\$19,784.00	1	✓ \$19,784.00
69521	O/B, YAMAHA 300HP 4-S V6 30" SHAFT CTR	\$20,332.00	1	✓ \$20,332.00
	SHIPPING & LOGISTICS	\$800.00	1	\$800.00
	<b>Grand Total</b>			<b>\$158,080.00</b>

All prices are good for ninety days.

Please contact me if you have any questions.

Sincerely

James Menzies  
Customer Service Manager



**BRUNSWICK COMMERCIAL &  
GOVERNMENT PRODUCTS, INC.**

*NON-GSA*

Estimate for :

Mike Stefano  
Hoboken Fire Dept.

Date:

10/24/2013

<b>Job # 1</b>	<b>Travel Expence</b> Mileage expence for truck and trailer from FL to NJ and back	Job # 1 Mileage \$285 Job # 1 Labor <u>\$1,070</u> Job # 1 Total <u>\$1,355</u>
<b>Job # 2</b>	<b>Per diem for 4 days</b> 2 people for four days	Job # 2 Per diem \$1,448 Job # 2 Labor <u>\$0</u> Job # 2 Total <u>\$1,448</u>
<b>Job # 3</b>	Installation labor Labor to install all parts FLIR Camera and related parts Visor Bow monitor	Job # 3 Parts \$0 Job # 3 Labor <u>\$7,704</u> Job # 3 Total <u>\$7,704</u>
<b>Job # 4</b>	Roof cover plate Shop supplies	Job # 4 Parts \$550 Job # 4 Labor <u>\$0</u> Job # 4 Total <u>\$550</u>
<b>Summary</b>		Grand Total for all Jobs <u><u>\$11,057</u></u>

**Notes:**

Transportation to and from the BCGP repair facility is included  
Prices are valid for 120 days from date of quote  
Job scheduling and timeline will be established upon acceptance of quote

420 Megan Z Avenue Edgewater, Florida 386.423.2900 [www.brunswickCGP.com](http://www.brunswickCGP.com)



No  
69A



BRUNSWICK COMMERCIAL &  
GOVERNMENT PRODUCTS, INC.

Estimate for : Mike Stefano  
Hoboken Fire Dept

Date 10/24/2013

Job # 1 Godwin Sub Pump  
Price \$1037 ea  
Qty 4

Job # 1 Parts	\$4,148
Job # 1 Labor	\$0
Job # 1 Total	<u>\$4,148</u>

Summary

Grand Total for all Jobs \$4,148

Notes:

Shipping not included  
Pump pricing is per unit.  
Prices are good for ninety days



# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



**AL B. DINEROS, QPA**  
Purchasing Agent

Date: December 9, 2013

To: Quentin Wiest, Business Administrator  
Corporation Counsel, City of Hoboken

From: AL B. Dineros

**Subject: Request for a Resolution to Award the Contract to Purchase  
Equipment for Firefighting/Rescue Vessel for Hoboken Fire  
Department**

Hoboken Fire Department needs to purchase equipment using funds provided by Department of Homeland Security. These equipment is urgently needed to enhance the effectiveness of the department in responding to waterborne emergencies.

In accordance with Department of Community Affairs LFN 2004 – 21 and 2005-14, I recommend to award the contract utilizing GSA Contract. The following information is provided:

GSA Contract: LFN 2004-21/GS-07F-0011J

Vendor: Brunswick Commercial & Government Products, Inc.  
420 Megan Z Avenue  
Edgewater, FL 32132

Equipment:	Extended Price
FLIR Voyager III Camera Assembly (1 EA)	\$106,653.00
Copperhead RF Monitor w/RF Nozzle	\$ 10,511.00
O/B, Yamaha 300HP 4-S V6 30" shaft STD	\$ 19,784.00
O/B, Yamaha 300HP 4-S V6 30" shaft CTR	\$ 20,332.00
Godwin Sub Pump	\$ 4,148.00
Shipping and Installation	\$ 11,857.00
Total:	<u>\$173,285.00</u>

The total amount of the contract is not to exceed \$ 173,285.00

Account Number: G-02-20-105-FE2

LFN 2005-14

June 20, 2005

# Local Finance Notice

Richard J. Codey  
Acting Governor

Susan Bass Levin  
Commissioner

Susan Jacobucci  
Director

## Contact Information

### Director's Office

V. 609.292.6613

F. 609.292.9073

### Local Government Research

V. 609.292.6110

F. 609.292.9073

### Financial Regulation and Assistance

V. 609.292.4806

F. 609.984.7388

### Local Finance Board

V. 609.292.0479

F. 609.633.6243

### Local Management Services

V. 609.292.7842

F. 609.633.6243

### Authority Regulation

V. 609.984.0132

F. 609.984.7388

### Mail and Delivery

101 South Broad St.

PO Box 803

Trenton, New Jersey

08625-0803

Web: [www.nj.gov/dca/lgs](http://www.nj.gov/dca/lgs)

E-mail: [dlgs@dca.state.nj.us](mailto:dlgs@dca.state.nj.us)

## Distribution

County Purchasing Agents

County Financial Officers

## Emergency Responder Equipment Purchase Program: Homeland Security Grant Procurement Options

This Notice describes procurement options available to local units that have received grants from the federal government that are administered by the State Department of Law and Public Safety to purchase homeland security equipment and supplies. These local units include all county governments and the cities of Newark and Jersey City (for convenience, hereafter, all collectively referred to as "counties").

When using these procedures, good internal control practices and State law require that all purchase orders or contracts include a reference for the basis of the procurement. Each of the procurement models described below includes a standard for referencing the basis of the procurement. Ensuring that each purchase order or contract has its basis of award properly referenced at the time it is awarded will avoid audit and follow-up difficulties later in the process.

While this process provides alternatives to public bidding, all other requirements of bid and non-bid contracts apply, including vendor filing of Business Registration Certificate, encumbering and issuance of purchase orders, submission of vouchers, etc. Governing body resolutions awarding contracts are required when contracts exceed the bid threshold, unless made part of the "Streamlined Grant Procedure" authorized in Local Finance Notice 2004-21.

### Procurement Options

1. Buy under an existing State contract - i.e., Police & Homeland Security equipment (T0106) or the soon to be awarded scientific instrument contract. A list of potential State contracts was provided to all County Purchasing Agents. Updates to that list are planned, will be posted on the web, and officials will be notified when they are available. Counties are encouraged to use State contracts as their first option wherever possible and practical.

- The contract reference for state contracts is 1-NJCP, and the description section of the purchase order must include the State contract number.

2. Classic advertising for receipt of bids and award to the lowest responsible bidder or other procedure authorized (i.e., bid exception, registered cooperative purchasing program, etc.) under the Local Public Contracts Law.
  - The contract reference requires the contracting unit's bid or resolution number, or the Division of Local Government Services' co-op purchasing system identifier to appear on the contract or purchase order.
3. Starting July 1, 2005, a county may buy under any other county's existing contract, under the same terms and conditions, and with the approval of the initiating county, vendor, and Director of Local Government Services. **This authority only applies to these homeland security grants.** Approval of the Director is automatically granted when these purchases are otherwise made in compliance with this section. Counties are encouraged to share information on available contracts or needs via the Local Procurement Discussion Forum in GovConnect. The availability and pricing of State contracts for the items being purchased should also be checked before using this process.

The county freeholder board that initially awarded the bid must approve the use of a contract by other counties. This can be a generic resolution relating only to permitting other counties to use a specific contract(s); it does not have to be done on a case-by-case basis, and a single resolution can list more than one bid. The resolution should reference the bid award by title and resolution or contract number, as appropriate.

- Users should construct a contract reference number referring to this Local Finance Notice, and the initiating county's name and the resolution number authorizing the use of the contract as follows:

LFN 2005-14: *Name\_of\_County-Bid/Resolution#.*

4. Buy from a federal General Services Administration or other federal contractor as authorized and described in Local Finance Notice 2004-21.

Sound procurement practices should limit the use of GSA or other federal contracts to the following situations:

- a. The contracting agent concludes that bidding is not practicable in order to meet acquisition timing or other criteria appropriate to the circumstances.
- b. The desired items are not available through a state contract or other in-state procurement process (i.e., cooperative purchasing contract, bidding, etc.).

When using one of these contracts, refer to the federally assigned contract number the vendor received for a contract.

- Reference the contract number as follows:

LFN 2004-21/*Vendor\_Contract\_#*

The first step in using GSA contracts is to obtain federal pricing by navigating the GSA website. The site may be challenging, but holds a wealth of information. Use the dropdown headings to find products and navigate to the appropriate pages. Please be aware that non-federal agencies cannot use website features that allow direct purchasing from GSA or vendor.

The following are other important considerations in using GSA contracts.

- a. GSA vendors are not obligated to provide non-federal agencies their federal pricing or services; the vendor must choose to extend pricing and any related services to counties. If a vendor is hesitant to provide federal GSA pricing, county procurement officials can make it clear the basis

for the county's selection is a state law permitting it to waive bidding and accept federal pricing as the basis for a contract award. Such an action does not legally invoke any federal contract obligations or extend any rights to the county. Therefore, purchasing agents should ensure that the vendor will voluntarily extend those GSA terms and conditions to their purchase.

- b. GSA prices are considered "ceiling" prices – that the price the county pays cannot exceed the GSA listed price for the item. Counties may be able (and are encouraged) to negotiate lower than posted prices based on market conditions, quantity, or other variables in the procurement process.
  - c. Counties are generally limited to buying only those items listed as GSA items. If the item needed by a county is available from a GSA vendor and is not in the vendor's GSA contract, but is similar or consistent with other items in the vendor's contract, the county may make the purchase from the GSA vendor, subject to the following requirements (which should be certified as part of the purchase order documentation):
    - The item is consistent with the nature of the other goods available under the vendor's GSA contract.
    - The item or an equivalent is not available on another GSA contract or from another GSA vendor.
    - By awarding the contract, the contracting agent is satisfied that the price is competitive with the market and is similar to other items offered under the contract.
5. Buy from any vendor participating in the U.S. Defense Logistic Agency Prime Vendor Program. This program uses the federal agency as a "buying agent" for the county and provides access to a wide range of goods. The program is described in Local Finance Notice 2004-6 and additional information on the program is on the EREPP website.

The same principles that apply to using GSA or other federal contracts apply here, and limits use of Prime Vendor programs to circumstances where:

- The contracting agent concludes that bidding is not practicable in order to meet acquisition timing or other criteria appropriate to the circumstances.
  - The desired items are not available through a state contract or other in-state procurement process (i.e., cooperative purchasing contract, bidding, etc.).
    - For prime vendor contracts, use the reference:  
*LFN 2004-6/Name\_of\_Prime\_Vendor*
6. Buy under a purchasing agreement made between the State Director of the Division of Purchase and Property and any other state or other state's political subdivision. At this time there are no such interstate agreements. If a county becomes aware of goods available from a non-New Jersey government agency that are not available at competitive pricing under any other contracting model, it should provide the information to their State OEM contact, who will then provide the information to State procurement officials for a determination. Reference information will be provided, as need dictates.
7. Counties can join other co-ops, such as public school cooperative purchasing programs that have included a variety of IT and audio-visual-photo equipment and supplies. The Educational Cooperative Pricing System (#26-EDCP) is the largest one of these and is managed by a private company, Educational Data Services, Inc. Use of the system will require the county to join the co-op (passing an enabling resolution). Detailed information on available commodities and joining this co-op are

available from Alan Wohl at 973-340-8800 x18 or by e-mail at [alanw@ed-data.com](mailto:alanw@ed-data.com). Additional program information is available on its website at [www.ed-data.com](http://www.ed-data.com).

8. If permission is authorized on a product-by-product basis, piggyback on a state contract awarded by waiver (i.e., Alcotest machines). County officials have been provided with a list of potential waiver items. If those items are needed, please advise the county's State OEM liaison of the information and they will have it reviewed by State procurement staff.

Please refer questions on any of these matters to the Division at [lpcl@dca.state.nj.us](mailto:lpcl@dca.state.nj.us) or 609-292-7842.

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Approved: Susan Jacobucci, Director

Page #	Text	Link
1	Local Finance Notice 2004-21.	<a href="http://www.state.nj.us/dca/lgs/lfns/04lfns/2004-21.doc">http://www.state.nj.us/dca/lgs/lfns/04lfns/2004-21.doc</a>
2	Local Finance Notice 2004-21	<a href="http://www.state.nj.us/dca/lgs/lfns/04lfns/2004-21.doc">http://www.state.nj.us/dca/lgs/lfns/04lfns/2004-21.doc</a>
2	GSA website	<a href="http://www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeId=8199&amp;channelPage=%2Fep%2Fchannel%2FgsaOverview.jsp&amp;channelId=-13460">www.gsa.gov/Portal/gsa/ep/channelView.do?pageTypeId=8199&amp;channelPage=%2Fep%2Fchannel%2FgsaOverview.jsp&amp;channelId=-13460</a>
3	Local Finance Notice 2004-6	<a href="http://www.state.nj.us/dca/lgs/lfns/04lfns/2004_6.doc">http://www.state.nj.us/dca/lgs/lfns/04lfns/2004_6.doc</a>
3	on the EREPP website	<a href="http://www.state.nj.us/dca/lgs/lpcl/index.shtml#EmergResponder">http://www.state.nj.us/dca/lgs/lpcl/index.shtml#EmergResponder</a>

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

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

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

**Inserting a Special Item of Revenue into the CY 2013 Municipal Budget**

**HUDSON COUNTY OPEN SPACE TRUST FUND HOBOKEN COVE  
COMMUNITY BOATHOUSE CY 2013**

**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 \$100,000.00 from Hudson County Open Space Trust Fund wishes to amend its CY 2013 Budget to include this amount as revenue.

**NOW, THEREFORE, BE IT RESOLVED** by 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 2013 in the sum of.....\$100,000.00 This is now available as 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:
- Hudson County Open Space

**NOW, THEREFORE, BE IT RESOLVED** that the like sum of: \$100,000.00 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:
- Hudson County Open Space Cove Boathouse
- Other Expenses \$100,000.00

**NOW, THEREFORE, BE IT RESOLVED**, that the City Clerk forward two certified copies of this resolution to the Director of Local Government Services for approval.

MEETING DATE: December 18, 2013

Approved:

Approved as to Form:

---

Quentin Wiest  
Business Administrator

---

Mellissa Longo  
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

# CITY OF HOBOKEN

## Department of Community Development

**DAWN ZIMMER**  
Mayor



**BRANDY FORBES**  
Director

### **MEMORANDUM**

Date: December 11, 2013

To: Hoboken City Council

Cc: Dawn Zimmer, Mayor  
Quentin Wiest, Business Administrator  
Mellissa Longo, Corporation Counsel

From: Brandy Forbes, Community Development Director *BF*

Subject: Award of Contract for Hoboken Cove Boathouse to Marvel Architects

The Hoboken Cove Community Boathouse, Inc. (HCCB) a 501c3 organization, received a \$100,000.00 grant from the Hudson County Open Space Trust Fund in 2007 for the purpose of developing a community boathouse. In 2012 the HCCB requested that the City of Hoboken become a co-grantee to allow the City to seek reimbursement for expenditures and since the proposed boathouse would be located on city property. The City Council in December 2012 agreed to become a co-grantee for the procurement of an architect to design the boathouse and to oversee the work of such (see attached resolution).

Working with the HCCB, the City created a Request for Proposals (RFP) for an architect to design the boathouse. The RFP was advertised in July 2013 and proposals were received on August 20, 2013. The City conducted an internal review of those applications, based on the best practices. The evaluations were completed on September 20, 2013 and presented to the HCCB for their review and recommendations. The boathouse group, knowing the requirements for kayaking programs and boat storage needs, reviewed the top five proposals and made a recommendation of two of the top candidates for interviews. On December 4, 2013 the City Administration with HCCB representatives interviewed those two candidates and jointly determined that Marvel Architects has the best expertise and prior experience in boathouse design to match the needs for this project.

The recommendation is to award the contract for Hoboken Cove Boat House Architectural Design to Marvel Architects of 145 Hudson Street, New York, NY for a total dollar amount not to exceed \$97,000.00. This is to be paid from the Hudson County Open Space Trust Fund grant that was received by the HCCB, of which the City is the co-grantee.

A copy of the co-grantee resolution and the Marvel Architects proposal is attached to this memo as a part of your City Council agenda packets. If you have any questions regarding this proposal or recommendation or the process itself please feel free to forward them in advance of the meeting to Business Administrator Quentin Wiest so that we will be sure to address those inquiries at or before the meeting. Thank you.

Sponsored by: Paul E. B...

Seconded by: [Signature]

6

**City of Hoboken**  
**Resolution No.: 12-904**

**RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO BECOME CO-GRANTEE OF THE HUDSON COUNTY OPEN SPACE TRUST FUND GRANT FOR THE HOBOKEN COVE COMMUNITY BOATHOUSE, SUBJECT TO THE OBLIGATIONS AND LIMITATIONS DESCRIBED HEREIN**

**Whereas** Hoboken Cove Community Boathouse, Inc., a 501c3 organization founded in 2004 and recognized by the IRS as a legitimate not for profit organization, has been granted \$100,000 from the Hudson County Open Space Trust Fund for the purpose of developing a community boathouse; and

**Whereas** the City of Hoboken would like to procure the Architectural and Design services by working with the community in order to define what the future community boathouse should look like, how it should function, and how it should be built; and

**Whereas** Hoboken Cove Community Boathouse, Inc. wants to designate the City as "Co-Grantee" to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract for the scope of services noted; and,

**Whereas**, the City of Hoboken and Hoboken Cove Community Boathouse, Inc. agree that the City will sign onto the Grant as a Co-grantee, and hereby commit to undertaking the actions listed in this Resolution, to enable the community boathouse project to move forward, and to secure physical space for the community boathouse, both for interim as well as long-term programming.

**Whereas**, the actions which the City of Hoboken agrees to commit in exchange for its Co-Grantee status are:

1. Procurement of Architectural and Design Services for the community boathouse.
2. In collaboration with Hoboken Cove Community Boathouse, Inc., oversight of the work of designing the community boathouse, which should include dedicated and secure space for Hoboken Cove Community Boathouse, Inc. as well as equivalent dedicated space for the general public.
3. Procurement and oversight of all site preparation and construction of an interim slab (or physical base of gravel or other material, as appropriate) to accommodate secure storage and programming space for the future community boathouse, as well as the enablement of interim programming until the future community boathouse is complete. The installation herein shall include:
  - a) a slab or gravel base
  - b) basic utilities including water (two spigots) and electric (two basic 110v outlets)
  - c) two forty-foot shipping containers to accommodate secure storage community boathouse equipment

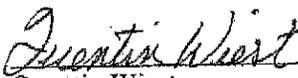
d) as an option, at the sole discretion of the City, the installation may include a perimeter fence, if deemed necessary.

3. The City will take over all responsibility for complying with the Guidelines and Requirements of the Grant which relate to the City's actions described herein, including Procurement and Reporting. The Hoboken Cove Community Boathouse, Inc. wants to designate the City as "Co Grantee" to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract.

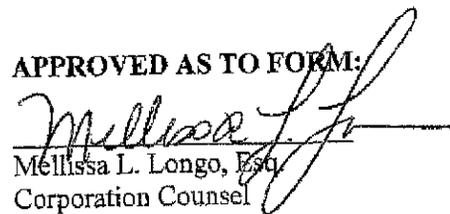
**Now, therefore be it resolved,** that the City Council of the City of Hoboken hereby agree to the terms listed above in exchange for the City's right to become Co-Grantee of the grant, and become eligible for and obtain the \$100,000.00 of expenditures noted in this resolution per the Grant Contract with the County.

**MEETING: December 19, 2012**

**REVIEWED:**

  
Quentin Wiest  
Business Administrator

**APPROVED AS TO FORM:**

  
Melissa L. Longo, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Jen Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Peter Cunningham	✓			

**A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: 12/19/12**

  
CITY CLERK

# HOBOKEN COVE BOATHOUSE

MARVEL ARCHITECTS

August 20 2013

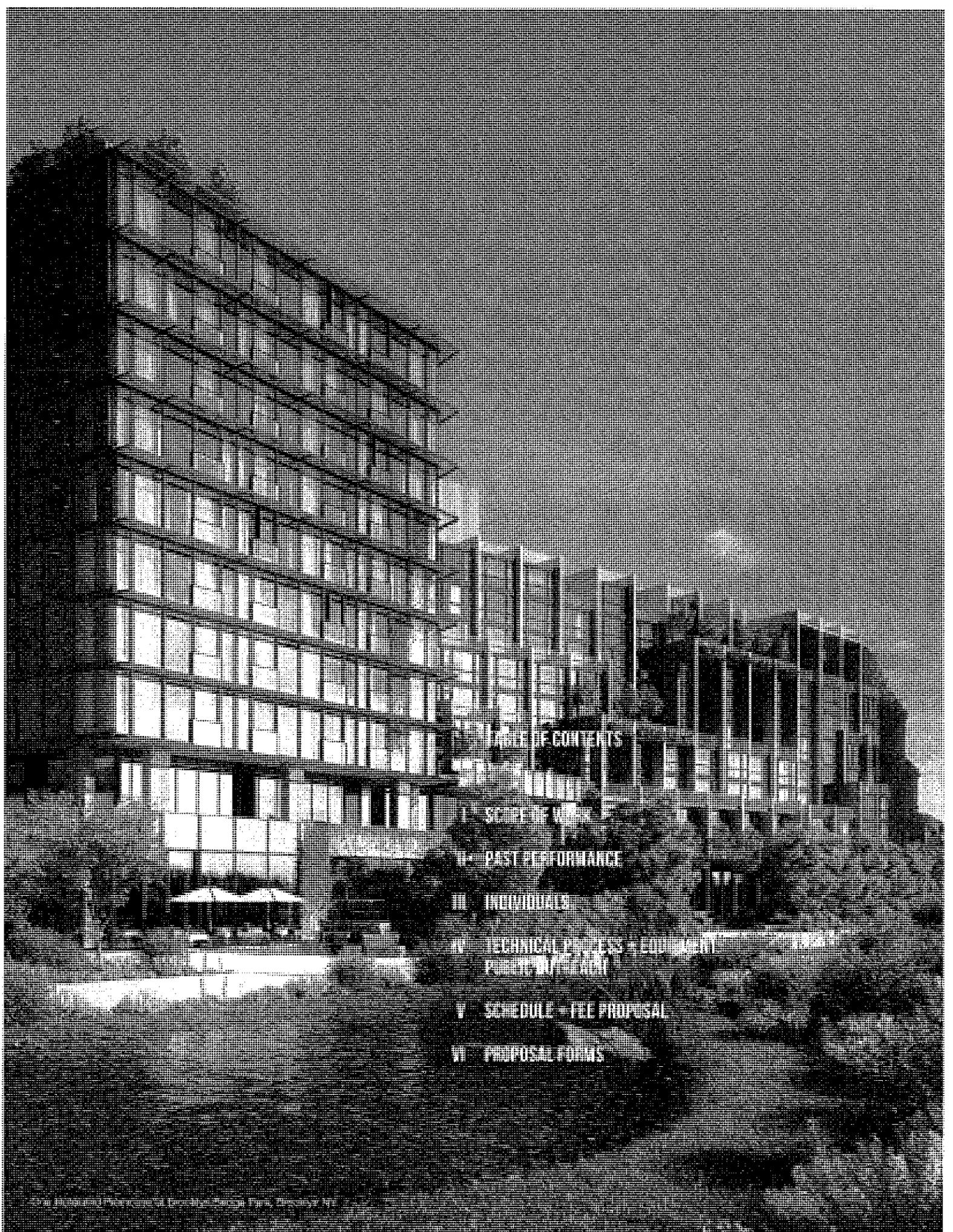


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- I SCOPE OF WORK
- II PAST PERFORMANCE
- III INDIVIDUALS
- IV TECHNICAL PROCESS + EQUIPMENT  
PROPOSED PROJECT
- V SCHEDULE + FEE PROPOSAL
- VI PROPOSAL FORMS

# MARVEL ARCHITECTS

145 Hudson Street  
New York, NY 10013

August 19, 2013

City Clerk for City of Hoboken  
Hudson County, State of New Jersey  
Hoboken City Hall  
94 Washington Street  
Hoboken, NJ 07030

RE: Professional Services – Professional Architect for Design of Boat House at Hoboken Cove Site

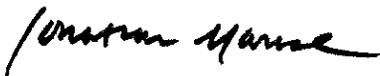
We are pleased to submit our qualifications to design the Hoboken Cove Boathouse. Marvel Architects has worked at the intersection of public and private space at all scales and forms, including a boathouse design along the Passaic for Newark. The scope of this boathouse project is well within our area of expertise. We have extensive experience working with public agencies and stakeholders, as well as conducting public outreach and programming to solicit community input during the design process.

In the aftermath of Superstorm Sandy, we are prepared to work with multiple stakeholders to reach a consensus regarding the location of the boathouse, in order to meet the needs of various users. From our extensive experiencing working in the public realm, we know that a project's successful outcome is predicated on the input of users. In this manner we worked with the Gowanus Dredgers, a kayaking group, as we designed the Gowanus Green project, currently a toxic remediation site.

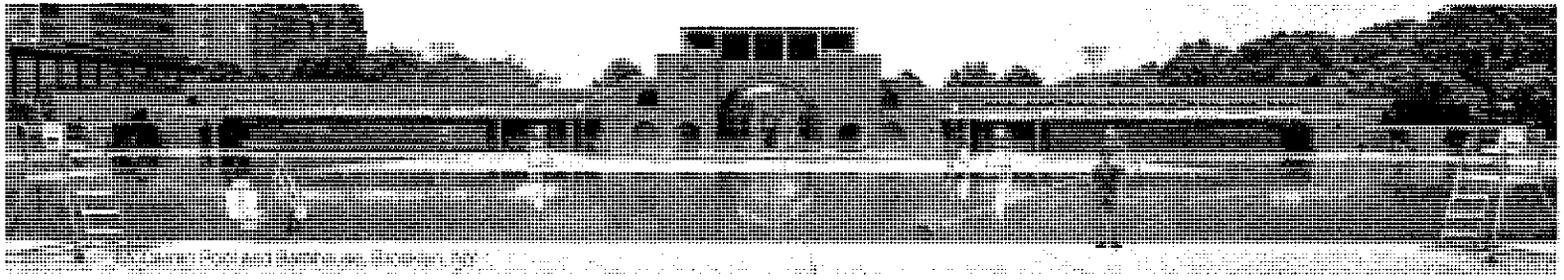
We have designed buildings along the Hudson river, as well as other waterfronts around the Tri-State area. Our largest project, the Pierhouse at Brooklyn Bridge Park, was redesigned after Superstorm Sandy to accommodate the new FEMA flood prevention regulations. While this is a very large project, we also work with smaller cultural organizations and non-profits to realize their goals, such as our work on the Brooklyn Waterfront Greenway, where we are designing three park nodes along the bicycle/pedestrian pathway that will connect Greenpoint to Sunset Park.

In our proposal you will see many other examples of our work which address all the criteria for designing the Hoboken Cove Boathouse. We are enthusiastically ready to start programming and designing.

Sincerely,



Jonathan J. Marvel, FAIA  
Principal  
Marvel Architects



## MARVEL ARCHITECTS

is dedicated to shaping public space, designing for intuitional growth, and expanding economic and creative opportunities for a wide range of clients. Based in New York City, our architects, landscape architects and urban designers integrate the built and natural environments in every project—from infrastructure development and adaptive reuse to master planning, block building, park and waterfront design, as well as multi- and single-family housing. We apply the same meticulous attention to detail to all scales and forms, with the resulting projects and spaces earning our reputation for sensitive and thoughtful design.

Our strength comes from working with a diversity of clients. We have successfully completed projects for mixed-use developers, iconic retail brands, galleries and museums, public and private educational institutions, and city agencies. We have earned a national reputation for our work designing at the intersection of public and private space, from security bollards on Wall Street to a \$250-million hotel/condo situated in Brooklyn Bridge Park. Rather than specializing in a “look” or typology, our process consistently uncovers essential qualities of sites and existing structures, and uses them to bring meaning to the new project through rigorous research and analysis.

Our 30-person multi-disciplinary studio collaborates throughout design and construction to meet our clients’ economic and occupancy requirements, whether that is to efficiently address an immediate need or develop a long-term phasing plan. We are experienced at tackling a variety of challenges with innovative design solutions, as well as transforming ordinary projects into remarkable ones. After more than twenty years working in New York City and across the country, our team has pioneered an entrepreneurial approach to architecture and place-making that has been recognized by more than 60 design and industry awards from peer and client groups.

*What others say:*

*Our projects “have demonstrated an increasing interest in the dignity to be found in public space and civic life, and the thoughtful infill to be discovered between old and new. That’s all too rare in a New York firm ...”*  
*(Architect’s Newspaper, Aug. 14, 2012)*



## RECENT DESIGN AWARDS

- 2013 MASTerworks Award for Best Restoration, McCarren Pool and Bathhouse
- 2012 AIA National Honor Award for Regional & Urban Design, SandRidge Energy Commons  
Building Brooklyn Award for Residential Low Rise Housing: Third and Bond
- 2011 AIA NY State, Firm of the Year Award, Rogers Marvel Architects  
Chicago Athenaeum, American Architecture Award, SandRidge Energy Commons  
Chicago Athenaeum, American Architecture Award, Westchester Reform Temple  
AIA TriState Merit Award, SandRidge Energy Commons  
AIA TriState Citation for Design, MTA Flood Mitigation Furniture  
AIA NY State Award of Excellence, SandRidge Energy Commons  
AIA NY State Design Citation, MTA Flood Mitigation Street Furniture  
ASLA NY Award of Merit, Governors Island Park & Public Space MP
- 2010 Chicago Athenaeum Green Good Design, Westchester Reform Temple  
AIA National Housing Award for Architecture, State Street Townhouses  
AIA NYC Urban Design Merit Award, MTA Floodwater Mitigation  
EDRA Great Places Awards, Battery Park City Streetscapes and Security  
R+D Award Citation, New York Stock Exchange Streetscapes + Security  
I.D. Design Review, MTA Flood Mitigation Street Furniture
- 2009 AIA NYS Award of Excellence, St. John's Bread and Life  
AIA NYS Award of Merit, Stephen Gaynor School & Ballet Hispanico  
AIA NYC Award of Merit, West 57th Street Lobby  
International Design Awards-Urban Design, Battery Park City Streetscapes
- 2008 AIA NYC Honor Award, Governors Island Park and Public Space Master Plan  
AIA NYC Building Type Awards-Urban Design Honor, 55 Water Street Plaza  
AIA NYC Building Type Awards-Urban Design Merit, Pentagon South Plaza  
BSA/AIA NY Housing Design Program Honor Award, State St. Townhouses  
AIA NYS Award of Merit, Theory World Headquarters & Retail Flagship  
AIA NYS Award of Merit, New York Public Library Mulberry St. Branch  
AIA National Honor Award for Regional & Urban Design, NY Stock Exchange Streetscapes + Security  
AIA New York State Design Citation, State Street Townhouses
- 2007 AIA New York State Collaborative Design Merit, 55 Water Street Plaza  
AIA NYC Merit Design Award, Battery Park City Streetscapes
- 2006 AIA New York Chapter Medal of Honor, Rogers Marvel Architects

## I SCOPE OF WORK

Having worked along the waterfront in the Tri-State area at a variety of scales—including designing a boathouse on the Passaic—Marvel Architects is ideally suited to designing a public boathouse in Hoboken. Our experience with rising sea levels could not be more relevant; Pierhouse in Brooklyn Bridge Park had almost broken ground when Superstorm Sandy hit. We had to raise the entire building and redesign the infrastructure to accommodate new Base Flood Elevations issued by FEMA. And we have extensive experience working with city agencies as well as facilitating public outreach meetings.

We always make the effort to understand the needs of stakeholders and bring disparate groups into the approach and design conversations. From Governor's Island to Mill Pond Park at the new Yankee Stadium, we have successfully executed public outreach programs even under difficult circumstances. And we have been practicing sustainable design before "sustainability" was considered important; we have completed a number of projects that are LEED certified. We will provide all the necessary documentation to build support for the Cove Boathouse, including base drawings of preliminary designs, preliminary schematic designs, exhibit quality maps and models, and a final set of drawings and a cost estimate.

We believe ten months is an appropriate timeframe within which to develop the design, meet with public officials and stakeholders, and produce final documents, maps and models. The Partner In Charge, Guido Hartray, will work with our designer Kyle May (who is has extensive experience with working on Pierhouse in Brooklyn Bridge Park). Jonathan Marvel is involved in all the firm's projects, and he will bring more than twenty-five years' experience to guide the vision of the Boathouse.

## II PAST PERFORMANCE

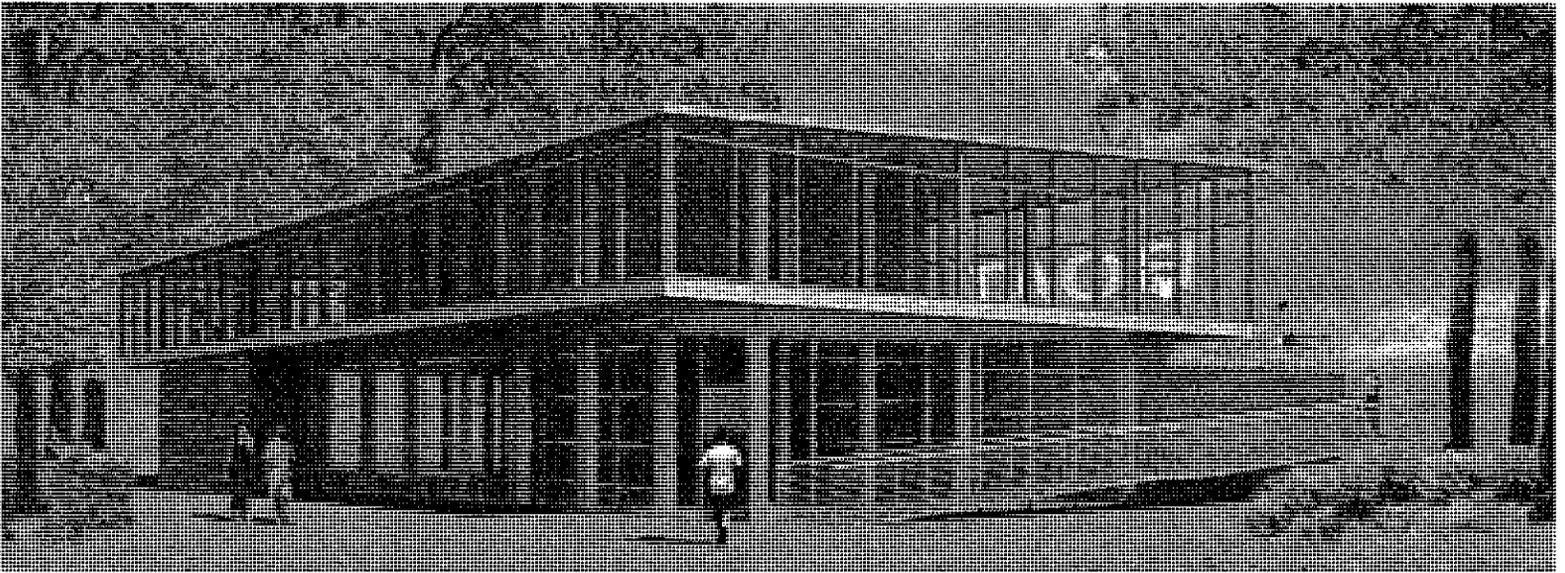
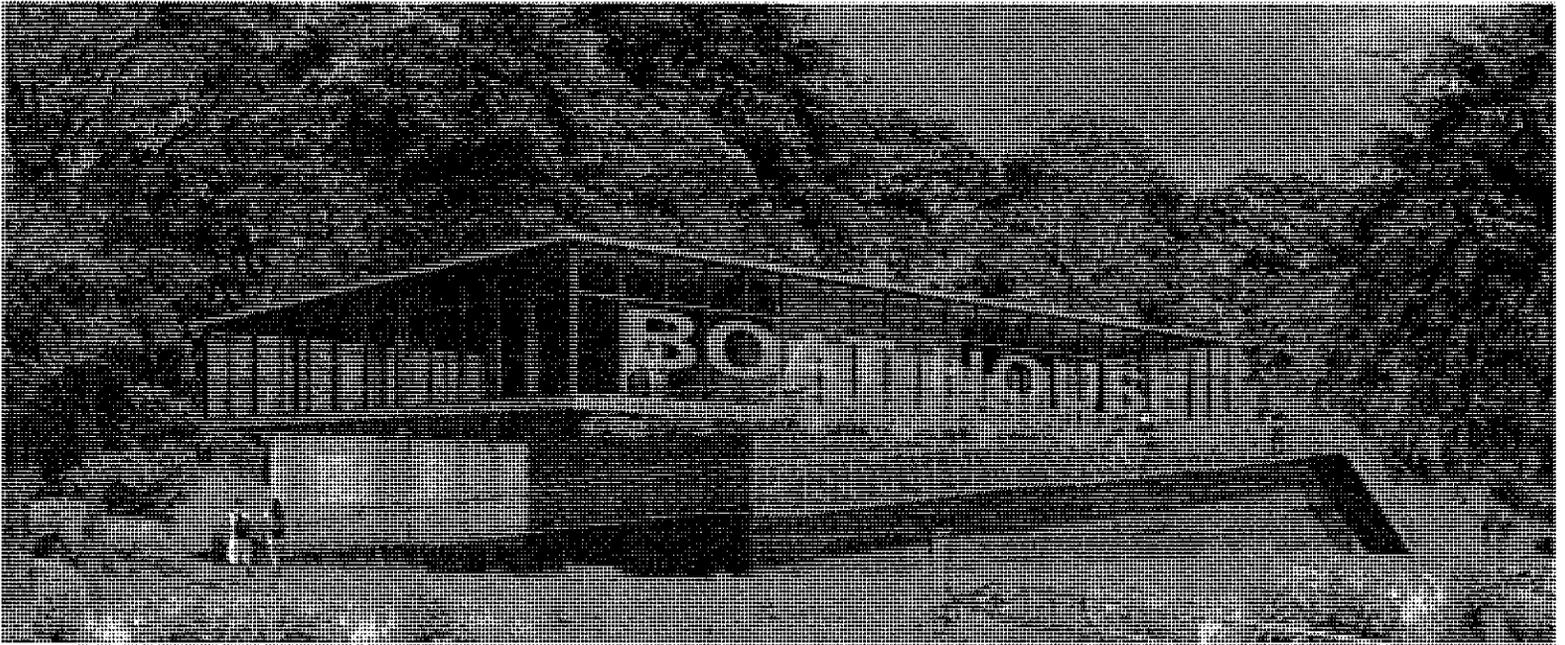
Jonathan Marvel has built a reputation for thoughtful design in the public interest, integrating the built and natural environments in every project. Marvel Architects is continuing this tradition at all scales and forms, including our current projects, which include: Pierhouse and St. Ann's Warehouse, both in Brooklyn Bridge Park.

We have extensive experience working with smaller non-profits (St. Ann's is a non-profit theater group). For instance, we were hired by the Dumbo Improvement District and the NYC Department of Transportation to reprogram the Manhattan Bridge Anchorage—a long-closed public space that is now open and reconnected to the neighborhood—which required working with the Downtown Brooklyn Partnership and the NYDOT.

Our extensive experience working along the waterfront is complemented by boathouse design we executed for a site along the Passaic. We worked with the city of Newark to develop a design and programming for a boathouse that would accommodate both public and private uses. We produced drawings for the city to conduct fundraising efforts and generate public interest.

In addition to working along the Hudson River in Battery Park City and Governor's Island, and the East River at 55 Water Street as well as in Brooklyn Bridge Park, we have executed numerous projects in New Jersey, including an extensive restoration and addition at the New Jersey Institute of Technology.





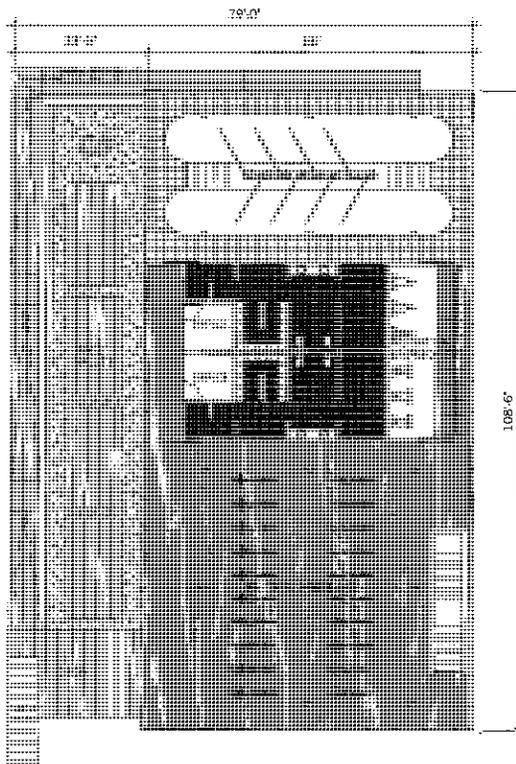
## II PAST PERFORMANCE

### PASSAIC BOAT HOUSE NEWARK, NJ

This private and public use boathouse site is at Riverside County Park along the edge of the Passaic River in Bergen County. Designed to serve a private boating club and the general public, the two-level building will include boat and equipment storage, community/club meeting space, programming for an education fitness program for kids, an indoor rowing tank, and athletic training equipment. Surrounding decks at the upper level will provide views over the park and river.

Highlights of the facility include:

- . Lower level provides storage for the boats and equipment
- . Upper level is a training facility with stationary bicycles, weights and an indoor rowing tank
- . The main training room can be cleared of equipment to serve as a meeting room for club activities





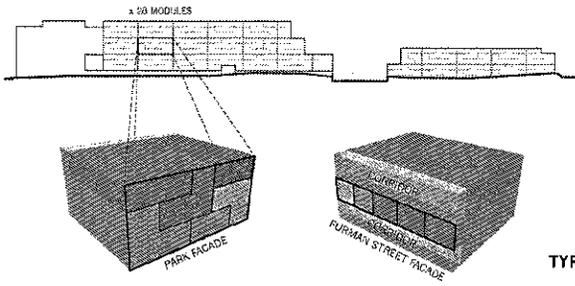
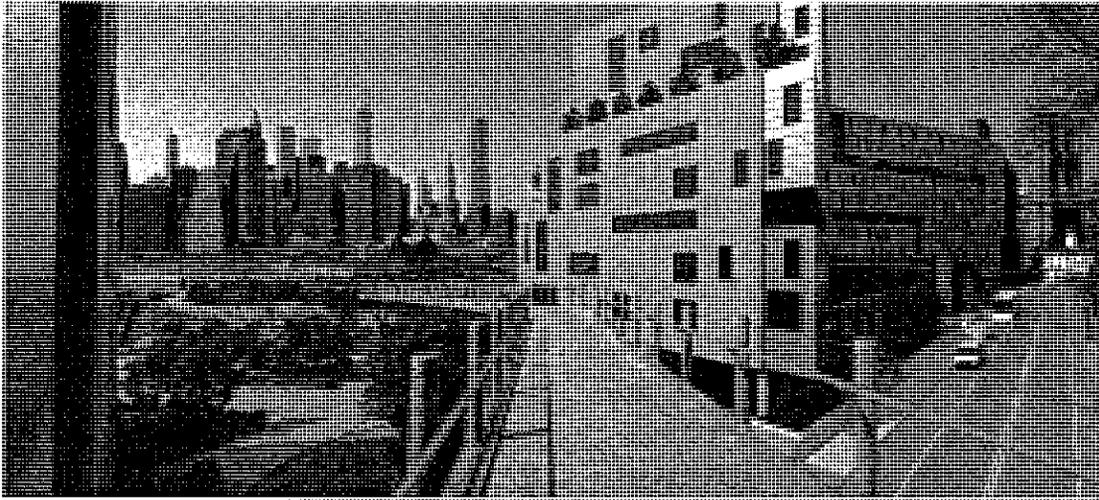
## **PIERHOUSE AT BROOKLYN BRIDGE PARK BROOKLYN, NY**

Brooklyn Bridge Park, with its reconstructed shoreline and gentle hills, is one of New York City's most recent waterfront transformations. At approximately 550,000-square-feet, The Pierhouse complex completes the pier's transformation to park, creating a new model of urban living. The ten-story hotel and residential complex and five-story residential building includes a 200-room luxury hotel and 172-residential units.

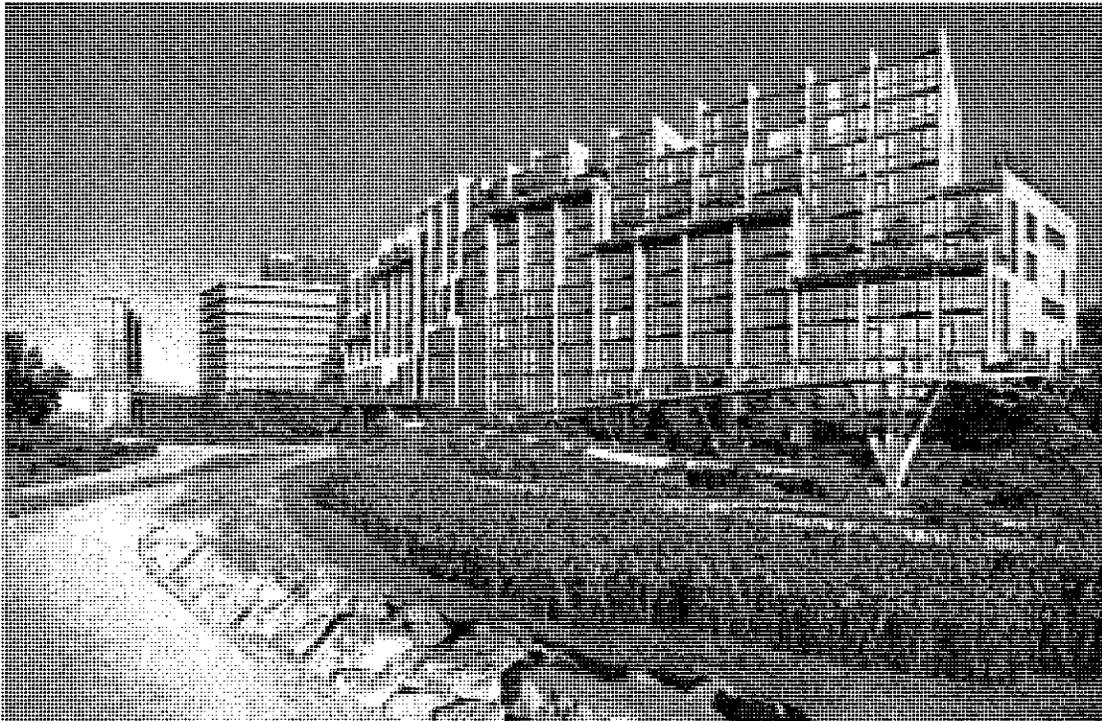
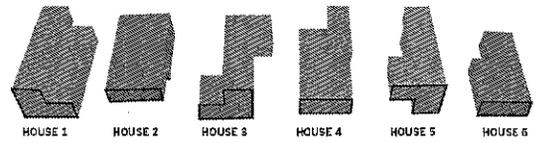
Pierhouse behaves as an extension of the park, reclaiming a verdant backdrop for the park, screening urban noise while facilitating pedestrian access, and maintaining water views. Planted terraces traverse the façade, recalling the visual landscape of the high sandy bank of Ihpétonga, the Native American name for Brooklyn Heights.

The building presents two faces. As it sits on the park's urban edge facing the river, its back side responds to the very urban fabric of a narrow city street that sits underneath a highway. This 'janus' condition guided the decision for two distinct facades as well as a unique residential solution. The residential portion of the building is made up of a repeating module of six distinct duplex houses with terraces on the park and views over the harbor. Their double height interior spaces and multilevel plans are a reinterpretation of the classic Brooklyn Brownstone in a multi-family structure. All floor-through houses have double exposures, creating a natural ventilation system that filters harbor breezes through the building to the street beyond. This porosity continues at grade level where the 550 foot long building offers passageways that connect from Furman into the park and break the mass. The building respects important view corridors from the neighborhood to the Brooklyn Bridge. Its jagged form breaks the imposing mass and also orients each residential unit to a beautiful view of the New York Harbor or the Brooklyn Bridge.

A Starwood One hotel and restaurant anchor the park's entry plaza with a two-story lobby and indoor and outdoor dining, giving the Park an urban threshold. The hotel's banquet rooms and penthouse have terraces that bring the Park into the building. The project is expected to achieve LEED Silver certification.



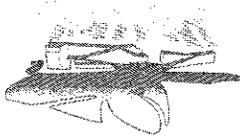
**TYPOLOGIES**



II PAST PERFORMANCE



CREATE EDDIES



COLLECT WATER

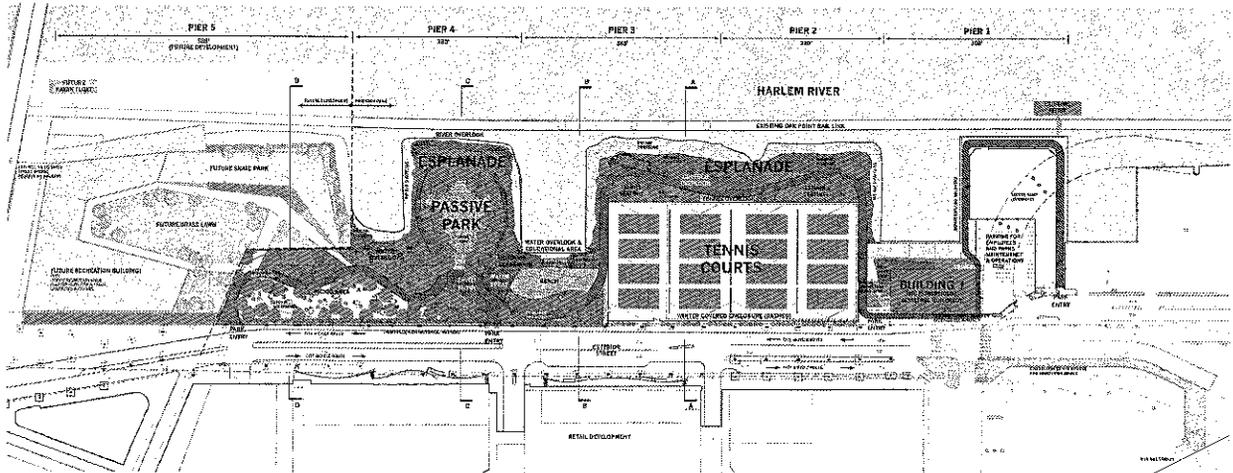
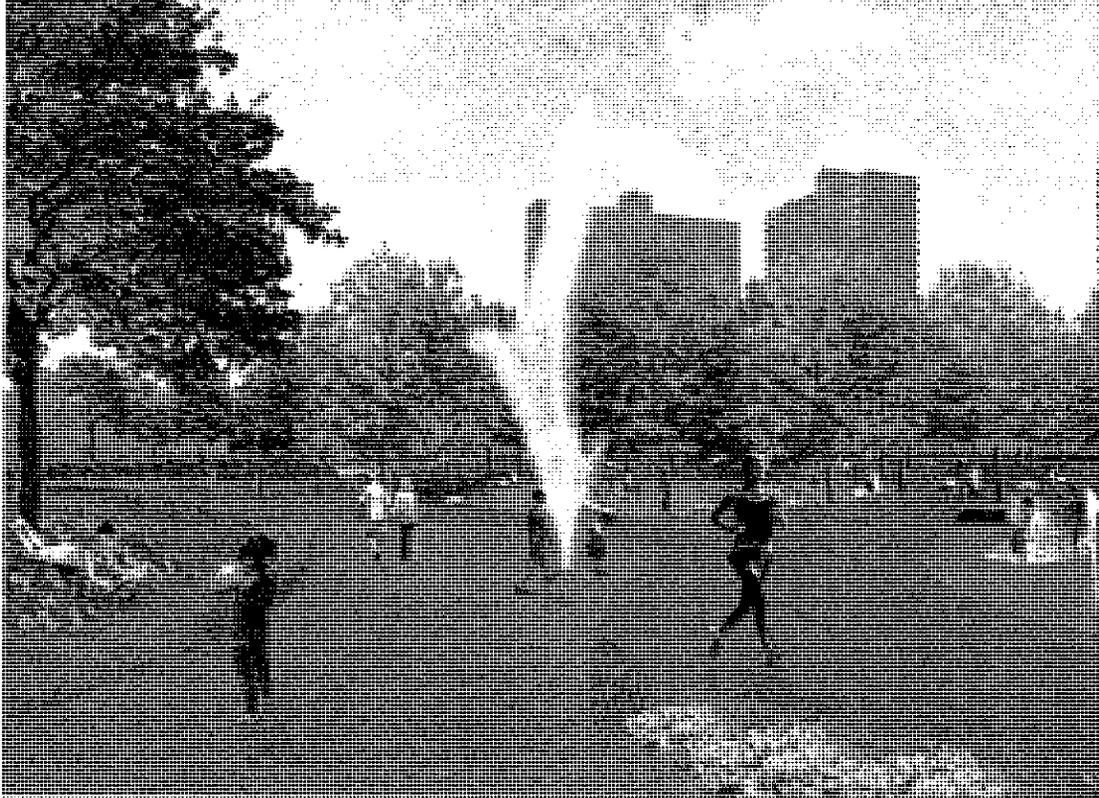


ALLOW POROSITY



EXTEND THE PARK





## II PAST PERFORMANCE

### **MILL POND PARK MASTERPLAN & SCHEMATIC DESIGN BRONX, NY**

Mill Pond Park (formerly The Bronx Terminal Market) site is a 10-acre parcel spanning between the East 145th Street Bridge and the Yankee Stadium Ferry, from Exterior Street to the Harlem River. This waterfront park is one of several replacement parks and recreational facilities that are within the Yankee Stadium Redevelopment Program.

We were responsible for the preliminary and schematic plans for the park, linking the project to other redevelopment sites throughout the area. Program elements for Phase 1 included a tennis court, passive recreation areas, and restoration of Power House, the remaining building of the Bronx Terminal Market, which was converted into a recreation space. These components are linked by the red ribbon, a continuous waterfront esplanade and pathway for walking, skating, or biking throughout the park. A special feature of this park is the access it allows visitors to have to the former New York Harbor estuaries, which were transformed into the Harlem River. This rejuvenated landscape provides the local community with social and athletic options along the water front.

A key component of this design was a public outreach program conducted with the Bronx community. The strategy was to empower a community during a time of controversial change to the neighborhood's landscape after the relocation of Yankee Stadium. We orchestrated parallel processes of developing materials for public review and technical materials for fundraising.





Historic Castle Williams becomes a destination along the new promenade that circles the entire island.



Simplicity and elegance complement the drama of the New York City harbor and Statue of Liberty.



Historic Castle Williams becomes a destination along the new promenade that circles the entire island.

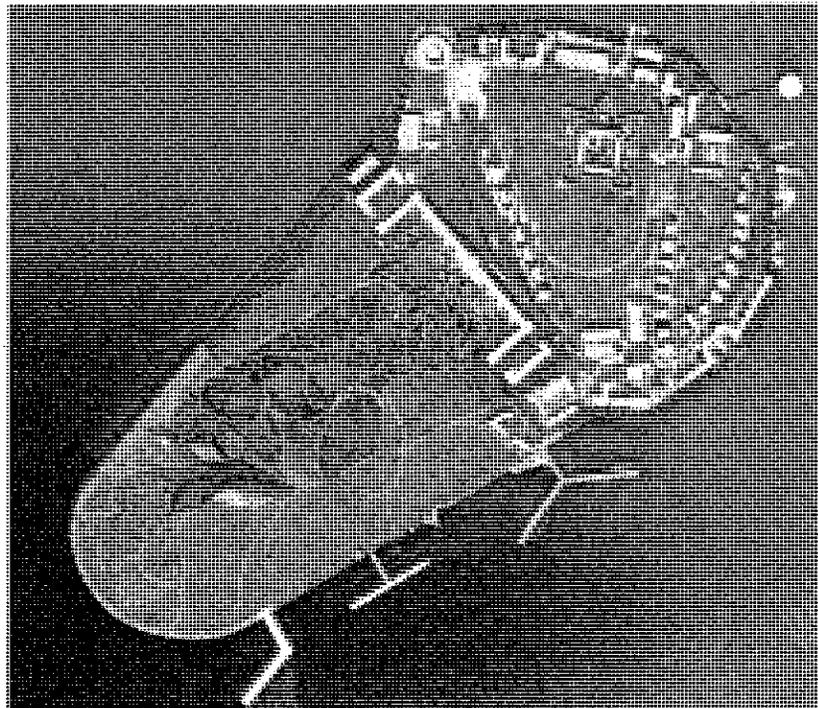
## II PAST PERFORMANCE

### GOVERNORS ISLAND MASTER PLAN NEW YORK, NY

In 2008 the design team led by Rogers Marvel Architects and West 8 and was chosen as the winning team of the international design competition for Governors Island's new park and promenade. We created the master plan that is now guiding the transformation of this once isolated island into the Central Park of the 21st Century. Much like Central Park, natural and created landscapes will create a previously unimaginable visual experience along the Hudson shoreline. The Vertical Landscape, developed in part from a distortion of the city grid, are being built from recycled materials taken from the island itself. Dredged-up earth from the marshes and portions of the eroding buildings will form new hills that house programs and provide panoramic views. Steeped in the natural and cultural history of the New York Harbor, Governors Island will re-emerge as a global exemplar of sustainability, a beacon for the harbor, and an icon for the city.

#### AWARDS

- . AIA NYC Honor Award
- . ASLA NY Award of Merit





## II PAST PERFORMANCE

### **BERRY LANE PARK JERSEY CITY, NJ**

A "Brownfields to Greenfields" initiative, the Berry Lane project will transform approximately 13.5 acres of vacant and underused industrial and commercial property into a vibrant new urban park. The park will begin at the foot of Berry Lane and continue south to the Bergen-Hudson Light Rail System; the former Morris Canal runs along the entire length of the site.

Active recreation is organized along the path of the historic canal, creating a dynamic pedestrian promenade from the neighborhood through the park. Flexible enough to accommodate gatherings, concerts or markets, the grassy tiered bowl of the amphitheater creates a comfortable and informal space that can be repurposed as needed. Re-use of the concrete silos at the new Spray Park will create a striking water feature where people can discover the varied water experiences of mist, shower, drip, bucket, sheet and pulse.

The process to ensure community participation in the Berry Lane Park project included three public workshops that allowed the stakeholders to help establish the goals and objectives for the park at the outset of the project.

During the second workshop, participants reviewed and assessed the three plan alternatives that were developed based on input from the first workshop. The assessments evaluated the strengths and weaknesses of the program, layout and amenities of each alternative. The third workshop reviewed the consolidated plan that was developed based on workshop 2.

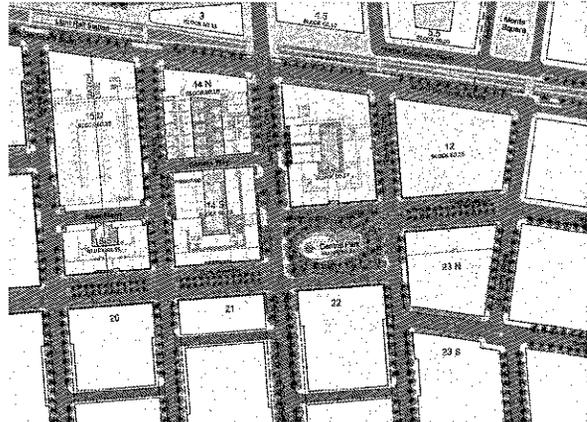




Liberty Mews: Block 14 N, view from mews



Map: Liberty Mews Block



Streetscape Plan Phase II

## II PAST PERFORMANCE

### **LIBERTY HARBOR STREETSCAPES + PUBLIC SPACE MASTERPLAN JERSEY CITY, NEW JERSEY**

Liberty Harbor North is a mixed-use development consisting of condos, townhouses, rental residences, retail and public spaces. This master plan was developed for the streetscapes, public spaces and waterfronts within the development of Liberty Harbor North. The master plan successfully analyzed and developed design direction for the following:

**Streetscapes and Public Routes:** Street hierarchies such as Drives, Boulevards, Avenues, Streets, Alleyways, Mews and other special conditions were articulated through the organization and design of street trees and plantings, site elements, paving, and surface materials. Areas for select traffic calming measures were also identified.

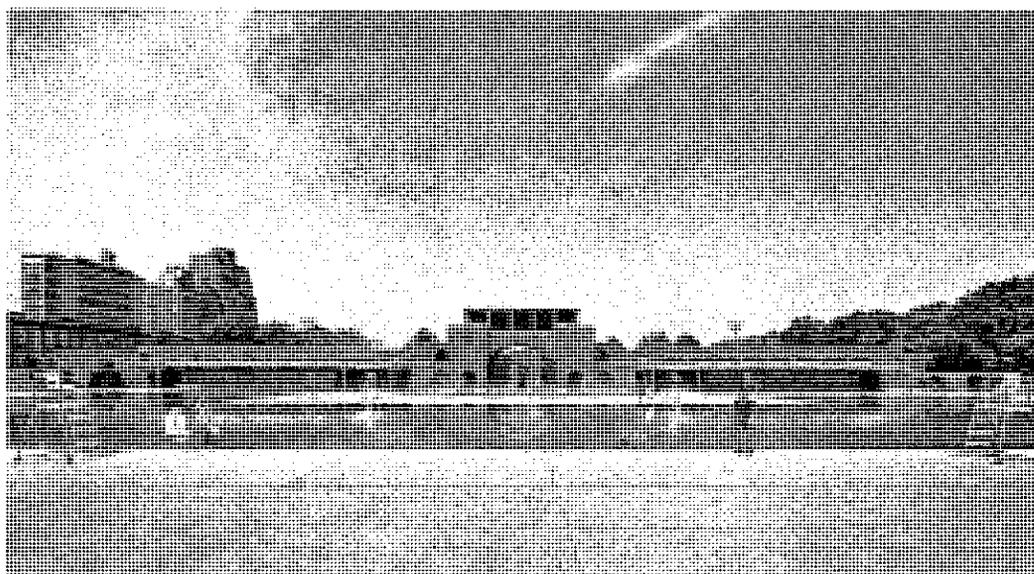
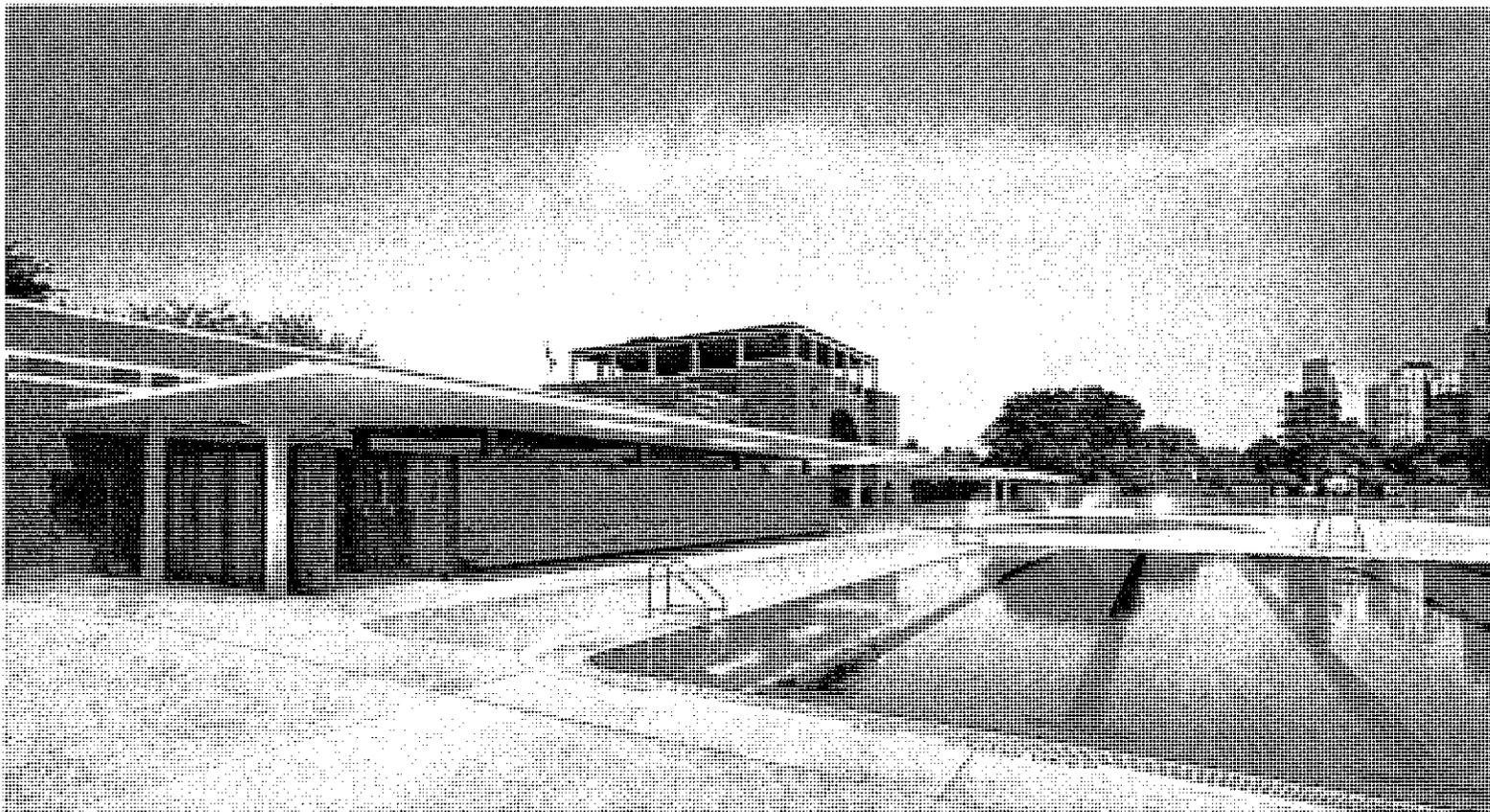
**Light rail:** The passage of the light rail link was studied in concert with surrounding developments to identify public space and unique streetscape opportunities.

**Pedestrian Routes:** Designated pedestrian routes were designed throughout the site, along with connections to adjacent (off-site) pathways, esplanades, public spaces and/ or amenities. Traffic calming measures were be linked to the planning of pedestrian routes.

**Public Spaces:** Schematic designs were developed for the two public parks within the development, the Central Square and the Canal Drive Park and Plaza. These designs coordinated with streetscape plans and were developed to compliment surrounding future uses based on zoning requirements and Owner input.

**Public Space frontage recommendations:** Recommendations for select frontage guidelines were developed to better coordinate the work of future architects with the public space design concepts.

**Waterfront esplanade and landscape:** Schematic design was developed for the length of the waterfront from Jersey Avenue – First Street to, and including, Tidewater Basin.



## MCCARREN POOL AND BATHHOUSE BROOKLYN, NY

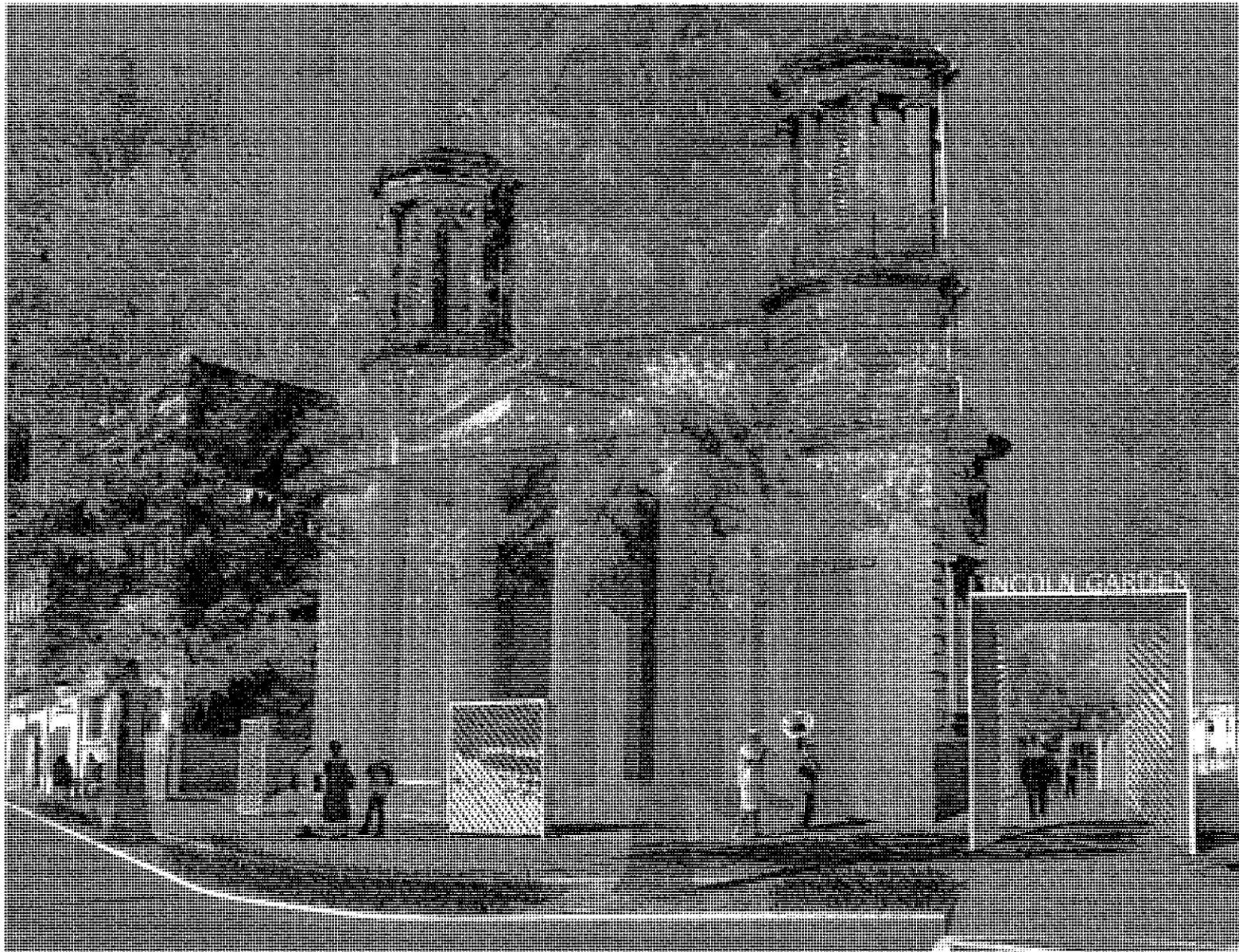
Vacated for more than 20 years, the 1936 McCarren Pool, a Robert-Moses era landmark, has been brought back to its original grandeur, updated and added on to for contemporary uses. A year-round indoor recreation and community center now occupy the historic bathhouse and the pool, completely rebuilt, offers a new 'beach' peninsula which transforms into an ice skating rink in the winter.

Modern insertions within and adjacent to the original buildings defer to historic elements - the main archway entrance, the symmetry of the wings, and the exposed concrete ribs and vaults of the interior structure - and engage details from the building's history, materials and function. The symmetry of the plan informs the location of new changing pavilions poolside. These poured-in-place concrete structures are lightweight, modern interpretations of McCarren's own canopy overlook. Inside the bathhouse wings, the concrete structure remains exposed in the restoration with new clerestories for visual continuity of the original vaults and added daylight. The community center contains a basketball court, weight and cardio areas as well as multipurpose meeting rooms and offices. The original wire storage baskets for swimmers were discovered and reused on the ceiling of the two building lobbies. Salvaged wood planks from the Coney Island boardwalk were refinished and line many of the walls of the community rooms and pavilions.

### AWARDS

. MASTerworks Award for Best Restoration

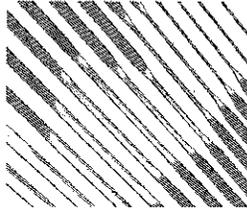




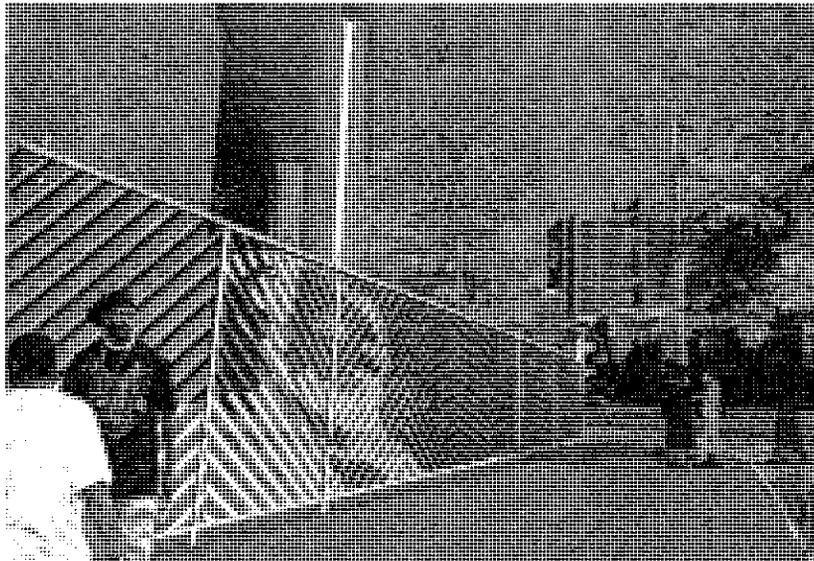
## II PAST PERFORMANCE

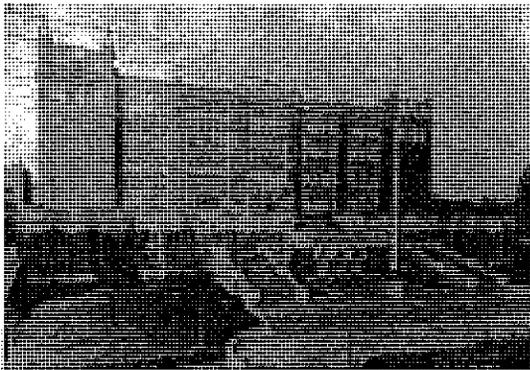
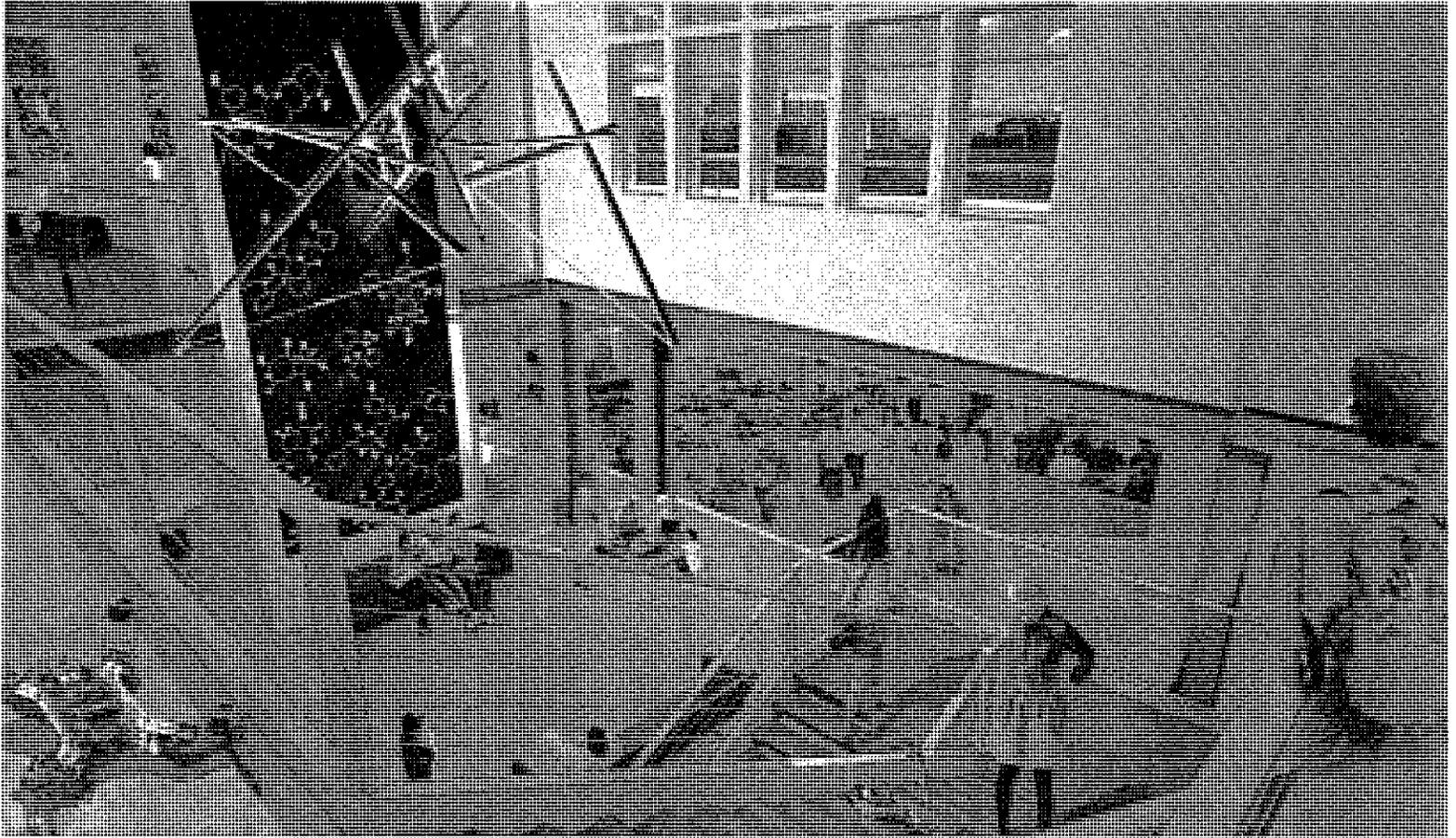
### LINCOLN PARK CHURCH GARDEN NEWARK, NJ

The design creates a new community performance space and garden in the vacant lot behind Newark's historic South Park Church. The client's desire for a private garden with public access required detailed consideration of thresholds, from the very public walkway to varying degrees of openness for the garden's interior. The façade, the sole remnant of the church, anchors a large street-facing performance space. The rhythm of the church nave is recaptured in trees and perimeter that defines the space. A community garden is fed by rain water collected from the site and adjacent buildings. In a contemporary reinterpretation of traditional wrought iron, the new front gate draws from neighborhood history, including Lincoln's speech from the church steps on his way to his presidential inauguration, and the neighborhood's jazz tradition.

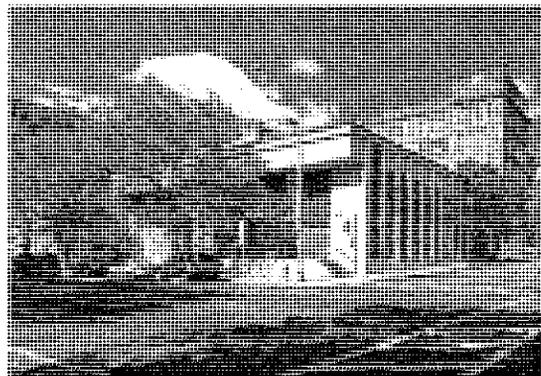


*Detail of Wrought-Iron Gate*





1912



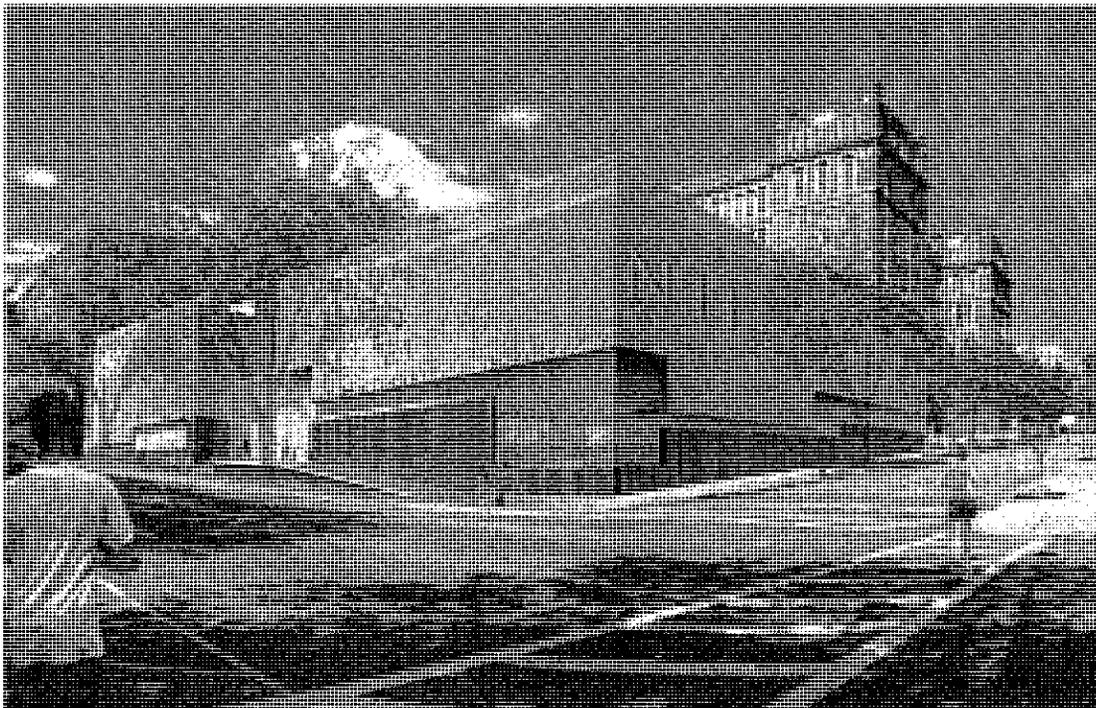
2010

## II PAST PERFORMANCE

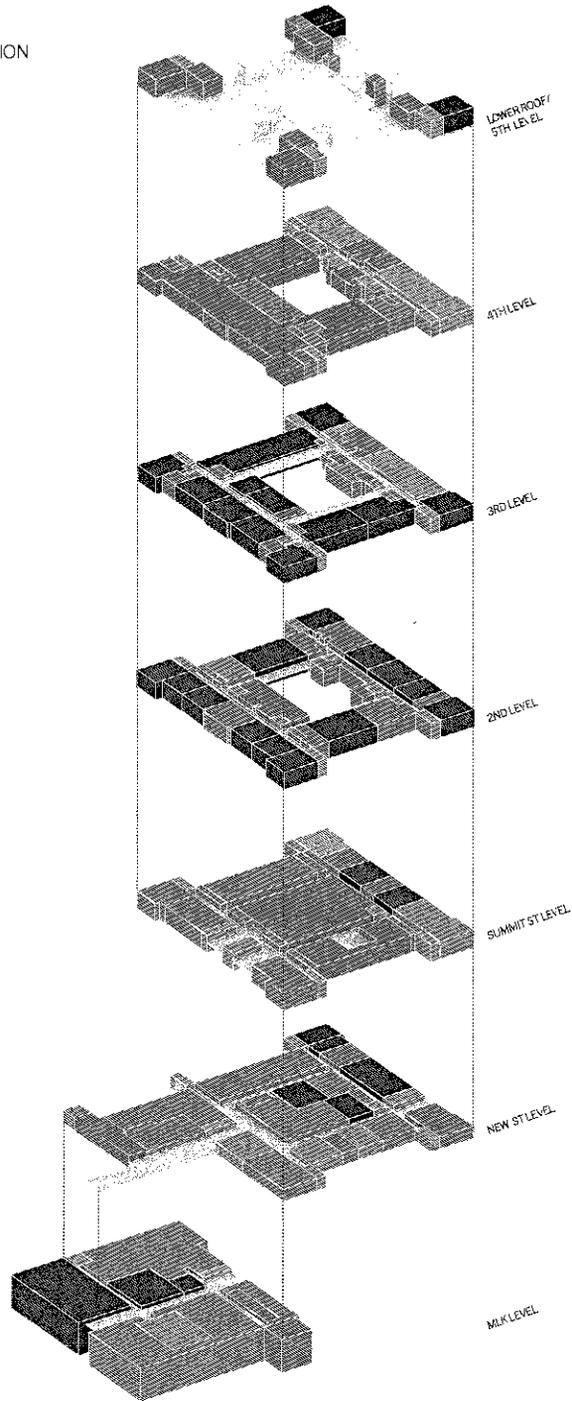
### **NEW JERSEY INSTITUTE OF TECHNOLOGY, KING BUILDING NEWARK, NJ**

At the juncture of NJIT's campus of quads and streets on an urban edge in downtown Newark, the King Building is poised to become the Institute's new public face. The renovation of this building into an Academic Center will reconnect the school to the city through a transformation of its brutal 1970s façade. The program proposes to alter the envelope of the building to create a visual connection from the street through the King Building to the grand 1912 landmark behind it.

The centerpiece of the project is a Discovery Hall, a central place where exhibit, production and presentation spaces are organized to feed off each other to encourage cross-pollination of ideas. Classrooms are designed on a flexible model, able to accommodate moderated discussions, lecture formats or small group study. An 800-seat auditorium, gym and pool will be renovated. The new Academic Center will act as a counterpoint to the Student Center, with social components tied to teaching, research and study.



PROGRAM DISTRIBUTION

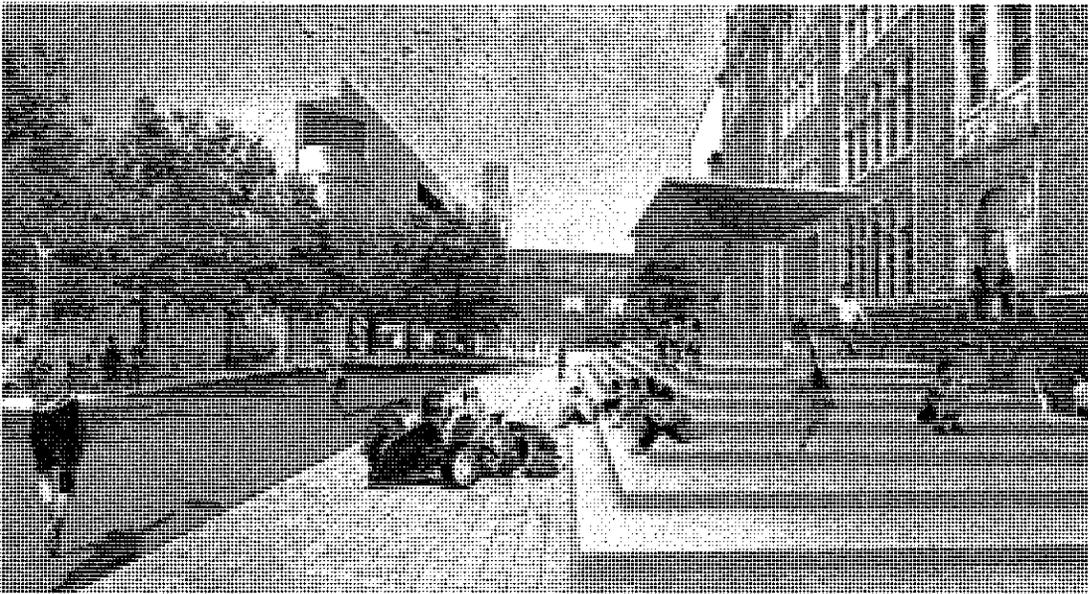
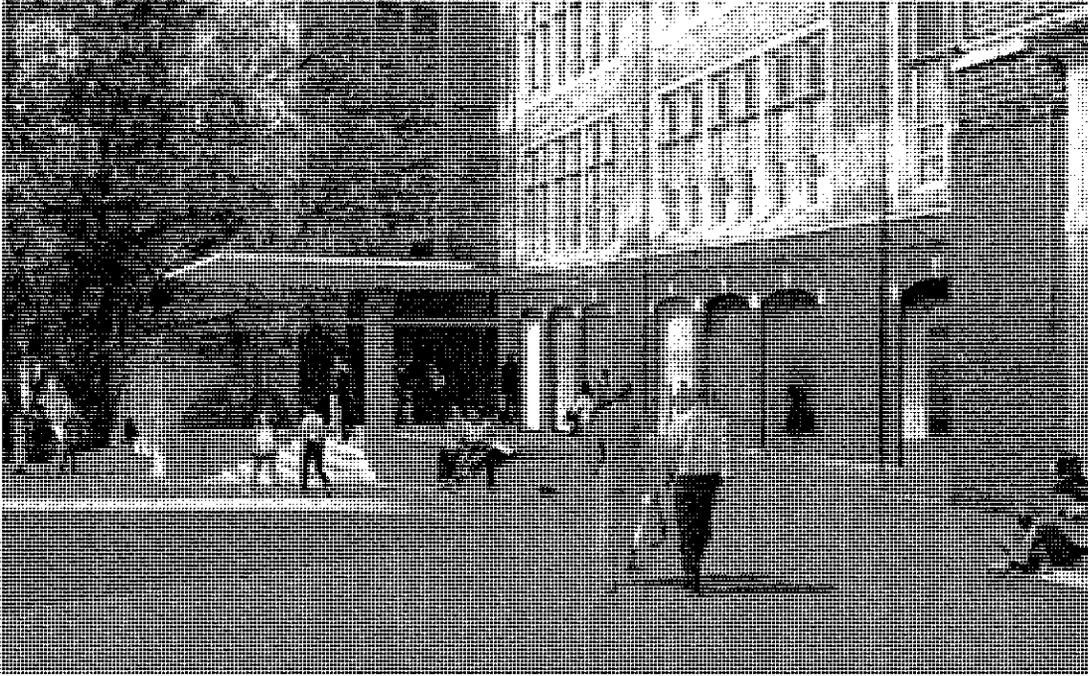


PROGRAM LEGEND

-  Classroom + Scale Up
-  Project Room
-  Studio
-  Research Lab
-  Lab Support Space
-  Biology Offices
-  Meeting Room
-  Reading Room
-  Cafe + Lounge + Exhibition
-  Auditorium
-  Black Box Theater
-  Support Space
-  Focused Learning Teaching
-  Toilets + Elec + Mech
-  Circulation

PROGRAM ORGANIZATION

II PAST PERFORMANCE





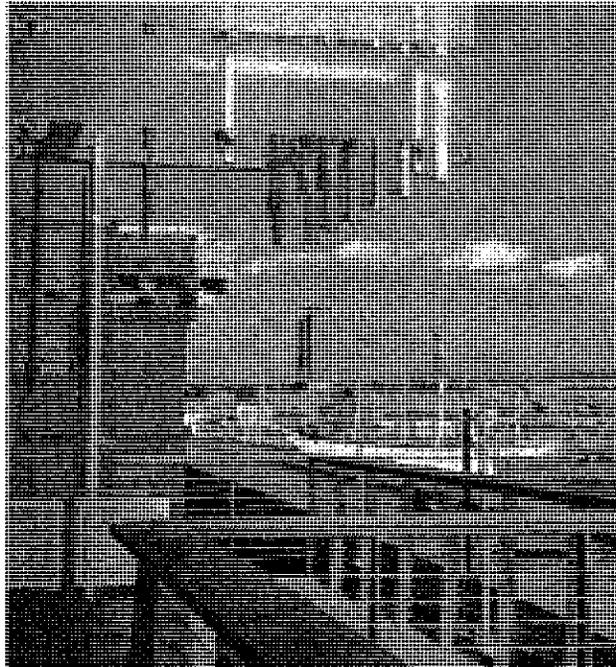
## II PAST PERFORMANCE

### THE ELEVATED ACRE AT 55 WATER STREET NEW YORK, NY

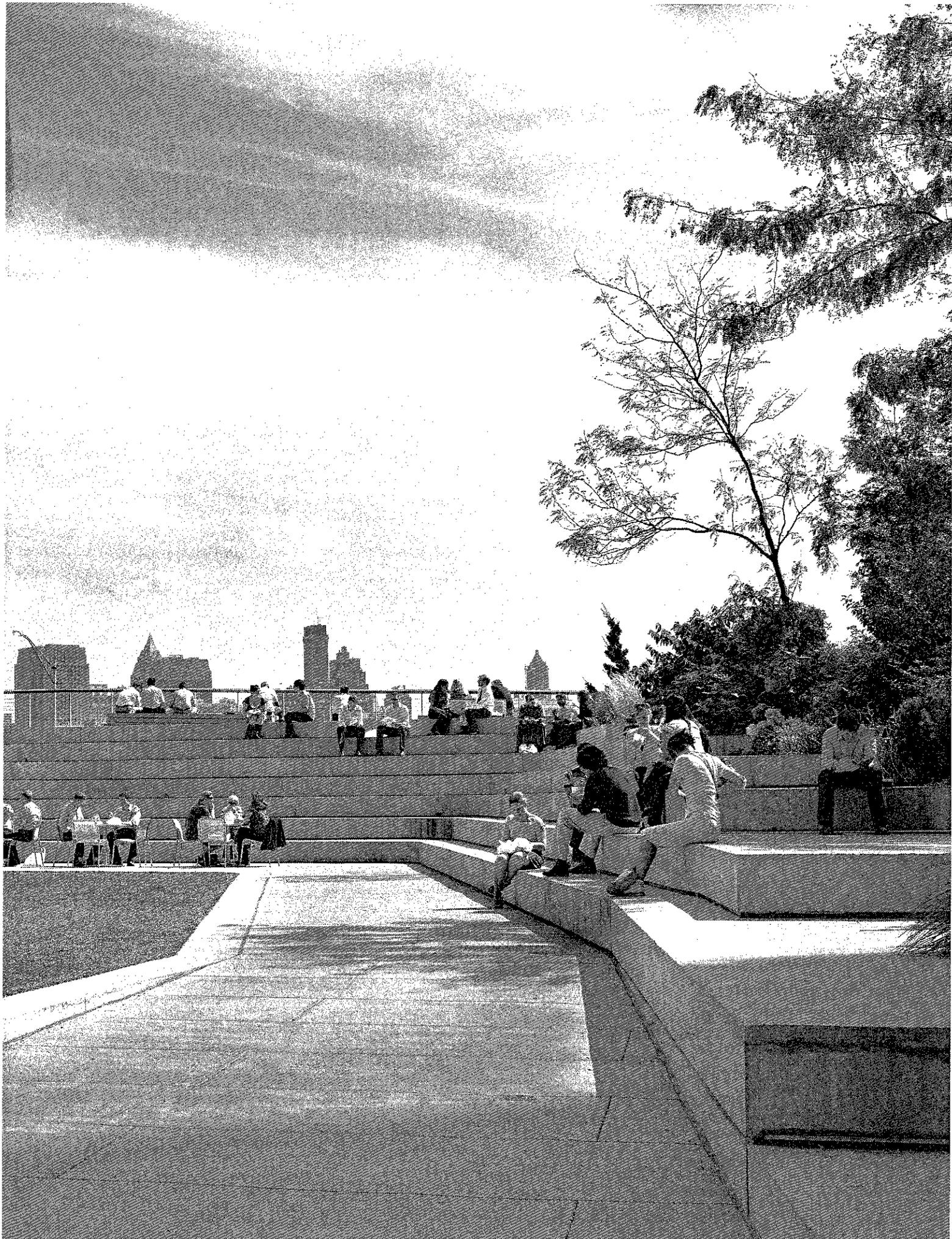
The design for this elevated plaza transforms a barren, windswept deck into a vibrant, multi-programmed and accessible public park. One acre in total area, the new park ties into the planned Green Necklace that circles the edge of Manhattan. A gleaming cascade of new escalators, stairs and planting beckons pedestrians at street level to discover what may be at the top. Once there, they enjoy panoramic views of the Brooklyn Bridge and New York Harbor amidst lush seasonal flora or under the plaza's beacon tower. Illuminated by programmable LEDs, the tower announces the park to visitors along the highway, the harbor and across the river in Brooklyn Heights. It also provides support space for year-round event planning, additional park amenities and concession services. The plaza is designed to host a wide range of programs from ice-rink, to outdoor amphitheater, to wedding receptions. It has become a favorite spot for commuters to enjoy their lunch break, for tourists to take in views of the Brooklyn Bridge and for neighbors to meet for movies under the stars. (With Ken Smith Landscape Architect)

#### AWARDS

- . AIA New York State Collaborative Design Merit
- . AIA NYC Building Type Awards Urban Design Honor
- . Municipal Art Society NYC Masterwork Award







# **III INDIVIDUALS**

## **JONATHAN J MARVEL, FAIA, PRINCIPAL**

Born in San Juan, PR, Jonathan Marvel started his professional career in the office of Richard Meier, working on the Getty Museum, the High Museum and the Museu d'Art Contemporani in Barcelona. He began his private practice at the helm of Rogers Marvel Architects by winning a competition for El Museo del Barrio on Museum Mile in New York City. He has since led the design and planning of art galleries, libraries, museums, art schools, public spaces and streetscapes. Jonathan imbues architecture with depth and meaning, forging constraints of sustainability, site, and security into bold forms and dynamic spaces. Using light, movement and materiality, he composes architectural spaces with sensitivity to the spheres of public and private, old and new, day and night. From a rigorous analysis of the history, context, and program of each project, he creates an expressive language of architectural artifacts that engage the user, defining our place and time. He has taught and lectured widely, and sits on the board of the Isamu Noguchi Museum, the Buckminster Fuller Institute and the Van Alen Institute. Jonathan has edited several books on architecture and lives in Brooklyn with his two children.



### REFERENCES

CHARLES MCKINNEY,  
HON. AIA, ASLA  
Principal Urban Designer  
New York City Department of  
Parks and Recreation  
Charles.McKinney@parks.  
nyc.gov  
Project: Mill Pond Park

BARRY SERNLIGHT  
Founder and CEO  
Starwood Capital Group  
(203) 422-7700  
Project: One Hotel at Brooklyn  
Bridge Park

### PRACTICE

Marvel Architects, New York, 2013-Present  
Rogers Marvel Architects, New York, 1992-2013  
Jonathan Marvel Architect, New York, 1990-1992  
Richard Meier & Partners, New York, 1986-1990

### SELECTED PROJECTS

New Jersey Institute of Technology, King Building Renovation, Newark, NJ  
One Hotel, Brooklyn Bridge Park, Brooklyn, NY  
Pierhouse at Brooklyn Bridge Park, Brooklyn NY  
McCarren Pool and Bathhouse, Brooklyn, NY  
Governors Island Park and Public Space Masterplan, New York, NY  
Berry Lane Park, Newark, NJ  
Liberty Harbor Masterplan, Jersey City, NY  
Battery Park City Streetscapes and Security, New York, NY  
New York Stock Exchange Streetscapes and Security, New York, NY  
Theory World Headquarters and Offices, New York, NY  
Constitution Gardens, Washington, D.C.  
55 Water Street, The Elevated Acre, New York, NY  
St. Ann's Warehouse, Brooklyn NY  
Harvard Club Renovation, New York, NY  
American Physical Society, Ridge, NY

### III INDIVIDUALS

#### LECTURES

Ciclo De Conferencias. Occupy: Architecture in the City, The Underlying Tension Between public and private space, 2013  
A Harvard Conference on Public Space, Putting Public Space in its Place, 2013  
National Association of City Transportation Officials, Designing Cities: Leading the Way to World Class Streets, in New York City, 2012  
National Building Museum, Keynote Speaker, Spotlight on Design, 2012  
Thayer School of Engineering, Dartmouth College, Structure Synthesis, 2010  
Syracuse University, Formerly Urban: Projecting Rust Belt Futures Conference, 2010  
National Building Museum, Buckminster Fuller and the Central Union Dome, 2010  
ICFF, Metropolis Magazine, Buckminster Fuller in the 21st Century, 2010  
Penn Institute for Urban Research, Re-Imagining Cities: Urban Design After the Age of Oil, 2008  
Universidad de San Francisco, New York Design, Quito, Ecuador Spring, 2007  
The Townhouse, From Rome to Brooklyn, 2006  
AIA New York State, Perimeter Security in Public Space 2005  
Van Alen Institute, Public Projects in New York City 2005

#### BOARD OF DIRECTORS

Buckminster Fuller Institute, 2006-Present  
Isamu Noguchi: Garden Museum, 2011  
Friends of Public Space, Advisory Board 2012  
South Fork Museum of Natural History, 1998-Present  
Van Alen Institute, Secretary, Executive Committee, 2009-Present  
Greenwich Village High School 2007-2009  
Harvard Design Magazine, Member, 2006-Present  
AIA New York Chapter, Board of Directors 2002-2004,  
Nomination Committee 2009  
AIA New York State, 2011-2012

#### REGISTRATIONS

Fellow, AIA  
Registered Architect, New York, New Jersey, Oklahoma, Maryland. NCARB

#### EDUCATION

Harvard University, Graduate School of Design, Masters in Architecture, 1986  
Dartmouth College, Bachelor of Arts, Major in Visual Studies/Geography, 1982

## GUIDO HARTRAY, RA, PARTNER

Guido Hartray is dedicated to creating architecture that contributes to an environment that is greater than the individual project. Whether the context of the intervention is an urban neighborhood, a campus, or an existing building Guido's design strategy builds from the context to develop designs that transform their surroundings. It is the relationship that a project establishes with elements beyond its limits that makes it an exciting and engaging place to inhabit. Guido has applied this strategy to integrating infrastructural elements in urban neighborhoods as well and transformations of existing buildings. The dialogue between new and existing, project and neighborhood, infrastructure and architecture makes spaces that engage their inhabitants.



### REFERENCES

JOSEPH TARTAGLIA  
Associate Vice President for  
Facilities Maintenance  
New Jersey Institute of  
Technology  
(973) 596-5279  
Project: Central King Building  
Renovation and Design

JOHN W. GULLIXSON, ESQ.  
Senior Project Manager  
Toll Brothers City Living  
(212) 742-0835  
Project: Pierhouse at Brooklyn  
Bridge Park

### PRACTICE

Marvel Partners, New York 2013-Present

Pierhouse at Brooklyn Bridge Park, Brooklyn, NY

New Jersey Institute of Technology, King Building Renovation, Newark, NJ

Rogers Marvel Architects, New York 2002-2008, 2012-2013

Governors Island Park and Open Space Masterplan, New York, NY

Theory Headquarters, Offices, New York, New York, NY

Pratt Institute School of Architecture, Brooklyn, NY

Hudson Square Streetscapes, New York, NY

Gansevoort Streetscapes, New York, NY

American Physical Society, Ridge, NY

200 Water Street Plaza, New York, NY

Metropolitan Transportation Association Flood Mitigation, New York, NY

Gowanus Green Streetscapes and Urban Design, Brooklyn, NY

St John's Bread and Life Social Service Center, Brooklyn, NY

Food Bank of New York, New York, NY

CREATE Chinatown Cultural Arts Center, New York, NY

City of New York Department of Design and Construction Libraries, NY

Chicago Public Schools Design Competition

Queens Plaza Ideas Design Competition

Museo de Arte Contemporanea de Barcelona, Barcelona, Spain 1995-1997,

Curator. Jose Luis Sert in New York, research and documentation of the  
Architect's work and teaching on urban design and public space.

Architectural Association, London 1995-1997, Curator, Coderch's Barceloneta  
Housing

### III INDIVIDUALS

AM Arquitectos, Barcelona, Spain 1996, Highrise residential development in Badalona, Spain

Nagle Hartray & Associates, Chicago 1993

Pica Ciamarra Associati, Naples, Italy 1989-1990

#### EDUCATION

Harvard University, Graduate School of Design, Master of Architecture 1994

Miami University, Ohio, Bachelor of Environmental Design 1989

#### TEACHING

Pratt Institute, School of Architecture, Visiting Professor, Building Architecture Seminar, 2005

New Jersey Institute of Technology, Transit Oriented Development Studio, MIP program 2009

Parsons School of Design, Studio Instructor, 2nd year Graduate program, 2009-2011

Cornell University, Studio Instructor Bronx TOD studio, 2009

Columbia University/Barnard School of Architecture, Guest Lecturer 2006-present

#### AWARDS

Fulbright Scholar, Spain 1994-1995. Study of Barcelona's urbanism and the strategies employed to rehabilitate marginal neighborhoods in the period leading up the 1992 Olympics.

Big Shoulders Small Schools, Chicago Public Schools Design Competition, Notable Design Commendation, 2001

Van Alen Institute, Queens Plaza Design Ideas Competition, Honorable Mention 2001

21st Century Streets Design Competition, Winner, 2008

#### REGISTRATIONS

Registered Architect, New York

## KYLE MAY, RA, DESIGNER

Kyle's work stems from a significant interest in architectural critique, writing, and theory. As he practices architecture he strives for rigorous conceptual clarity, unique programming, material exploration and innovative detailing in his projects. Not quite a contrarian, Kyle approaches projects by analyzing numerous precedents and exploring avenues which have not been of interest to his predecessors, and therefore are ripe with opportunity. By understanding the givens and ignorantly questioning them, Kyle aims to create radical new alternatives to existing typologies.



### PRACTICE

Marvel Partners, New York 2013-Present

Pierhouse at Brooklyn Bridge Park, Brooklyn, NY

Rogers Marvel Architects, New York 2012-2013

Dartmouth Hopkins Center Proposal, Hanover, NH

CLOG, Brooklyn, NY, Editor in Chief and Co-Founder 2011-Present

CLOG: Big, Apple, Data Space, Rendering, National Mall, Brutalism

Private practice, New York, NY

Westlake, Reed, Leskosky, New York, NY, Project Designer 2009-2011

FACE Design + Fabrication, Brooklyn, NY, Project Designer /

Fabricator 2008-2009

Openshop | Studio, New York, NY, Junior Designer, 2008

RE X, New York, NY, Junior Designer, 2007-2008

### EDUCATION

Kent State University, Masters in Architecture with Distinction in Thesis, 2007

Kent State University, Bachelors of Science in Architecture - Summa Cum Laude  
with Honors, 2005

### TEACHING

Syracuse University, Visiting Critic, 2012-present

Kent State University, Visiting Critic, 2010-present

### BOARDS

Wallace K. Harrison Secretariat, Secretary of Architecture, 2012-present

Cleveland Urban Design Collaborative, Urban Infill Editorial Board Member,  
2011-present

### III INDIVIDUALS

#### WRITING

CLOG : Brutalism, "Breuer Turns 55" Feb 2013

CLOG : National Mall "Memorial Lifespan," November 2012

Diagrammatically - Urban Infill vol. 5 "Moments over Inertia," September 2012

CLOG : Rendering, "Rendering to Build," August 2012

CLOG : Data Space "What's Really Inside the Box," May 2012

CLOG : Apple "Location, Location, Location" and "The Second Coming?"  
February 2012

Bi-Blog "Corner" November 2011

CLOG : BIG "Sacrifices Made for the Diagram" and "Decoration" October 2011

#### LECTURES

CLOG : National Mall Launch -- "The Future of the Memorial," MoMA PS1,  
Long Island City, NY 2013

CLOG : Data Space Launch, McNally Jackson, New York, NY 2012

(Post)Material, ICFF at The Tunnel, New York, NY 2012

Archizines, Storefront for Art and Architecture, New York, NY 2012

Young Journals, Cooper Union, New York, NY 2012

CLOG, MIT Media Lab, Cambridge, MA 2012

CLOG : Apple, Van Alen Bookstore, New York, NY 2012

Interrogation of Bjarke Ingels / Launch of CLOG : BIG, Storefront for Art and  
Architecture, New York, NY 2011

#### AWARDS

Times Square Valentine Heart Invited Competition, "Two Hearts" Finalist, 2013

AIDS Memorial Park Competition, "The Light of Hope" Honorable Mention, 2012

Sukkah City International Design Competition, "LOG" Selected as Finalist, 2010

New Practices Award, with Openshop | Studio, 2008

AIA Ohio Award for Poto:Type, 2007

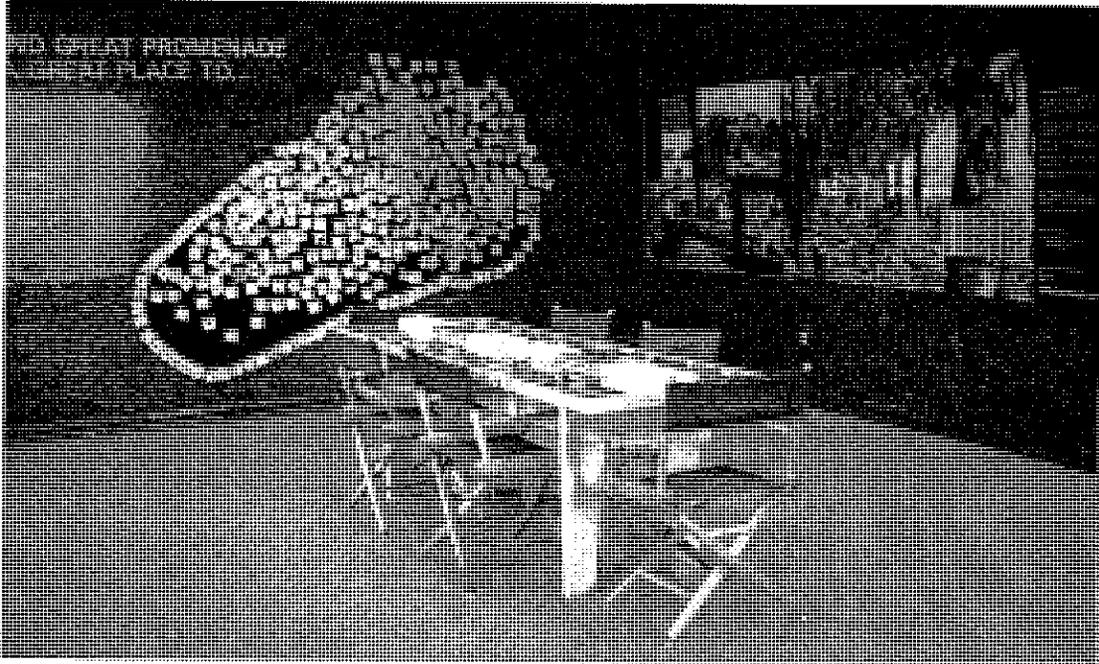
Poto:Type International Design Competition, "OTO" First Prize, 2007

AIA Scholarship - University's Top Designer, 2006

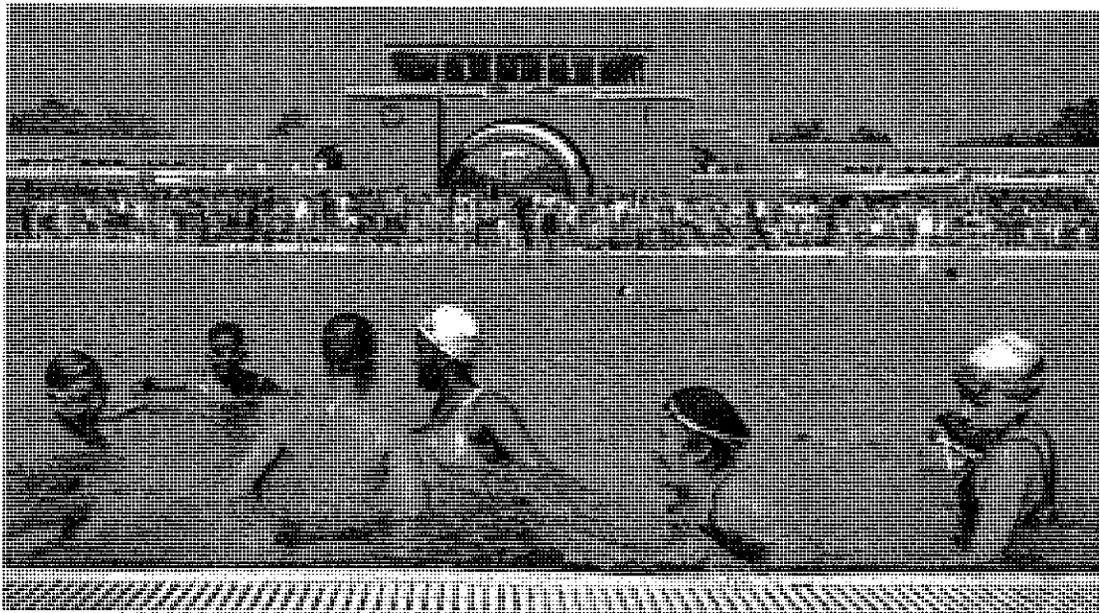
#### REGISTRATIONS

Registered Architect, Ohio

**IV TECHNICAL PROCESS +  
EQUIPMENT:  
PUBLIC OUTREACH**



For the Governors Island Park Masterplan we developed a plan that overcame the challenge of a park with no immediate neighbors, engaging current park visitors in playful and appealing activities designed to elicit input from regional residents as well as visitors from around the world.

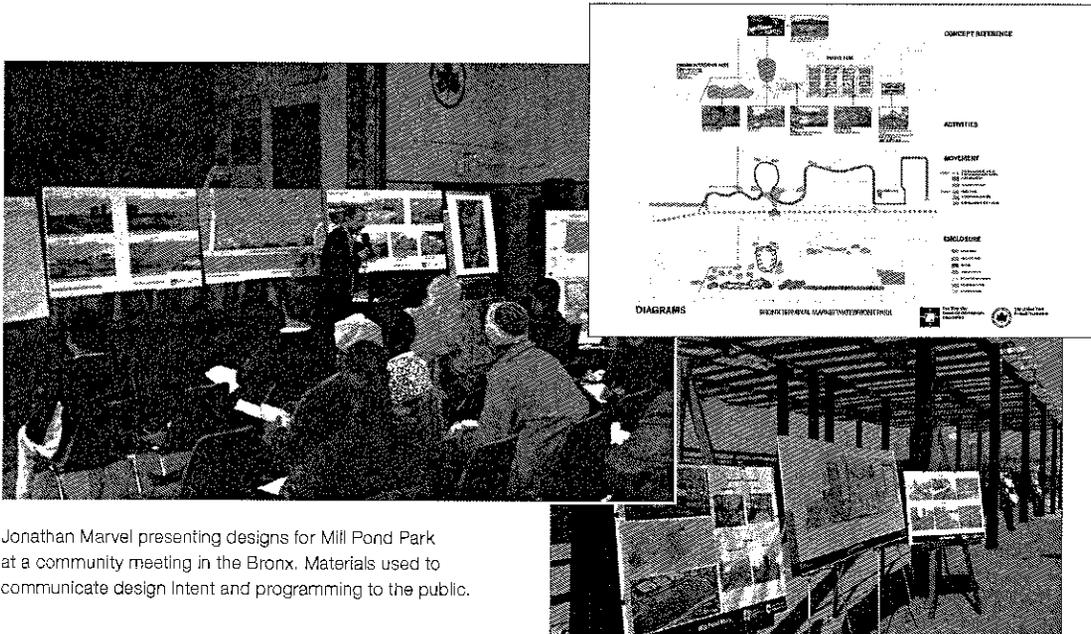


In the design and renovation of McCarren Pool and Bathhouse we were an active participant in community outreach efforts and public listening sessions to understand community programming options and neighborhood needs in the redevelopment of this abandoned facility for year-round uses beyond the summer swimming season.

## IV PUBLIC OUTREACH

Marvel Architects has developed outreach strategies to include the larger community in our design process. We value the collaboration of community members as our designs go beyond the aesthetic and aim to enhance the quality of the urban experience.

Our office has expert communications capabilities, including graphics, rendering and model building, which prove useful in the public arena. We generate visual materials to explain and support design decisions to a broad audience. These materials are used in presentations to earn formal and informal approvals and generate capital for construction and operations. Our past experiences in this critical area will aid the City of Hoboken's communications team throughout the course of the project.



Jonathan Marvel presenting designs for Mill Pond Park at a community meeting in the Bronx. Materials used to communicate design intent and programming to the public.

For the Masterplan and Schematic Design of Mill Pond Park, in the former Bronx Terminal Market, we followed a process that is very similar to how we would address the concerns facing the City of Hoboken in the design of a new boat house. The schedule as follows was designed around two parallel processes: meeting community desires and fundraising.

General outreach program for Mill Pond Park:

- . Participation at an initial public listening session to establish public program desires and needs for the site
- . Coordinated site information and project influences regarding
  - Shoreline repair and restoration with the US Army Corps and DEC
  - Demolition of abandoned terminal buildings
  - Ongoing reconstruction of adjacent Yankee stadium and surrounding parkland
  - New Metro North rail station and bridge connection to site
  - New retail development buildings across from the site
  - Removal of hazardous materials from prior industrial contamination
- . Produced Schematic design and presented to Community Board for Approval
- . Further developed project, including all layouts and material selections and presented to NYC Arts Commission for approval
- . Completed parallel production of
  - Presentation materials for public review
  - Architectural landscape documents for cost estimating
- . All of above tasks and approvals completed in 6 months
- . \$23M project (site + landscape) + \$3M historic building renovation

## **COMMUNITY EFFORT**

Many of MA's most important projects rely on stakeholder and community participation. These projects include:

Berry Lane Park, NJ

Governors Island, NY

Mill Pond Park, Bronx, NY

Gowanus Green, Brooklyn, NY

McCarren Pool and Bathhouse, Brooklyn, NY

Brooklyn Memorial Naval Yard Cemetery, NY

New York Financial District Streetscapes + Security, NY

Dartmouth College, NH

University of Georgia, GA

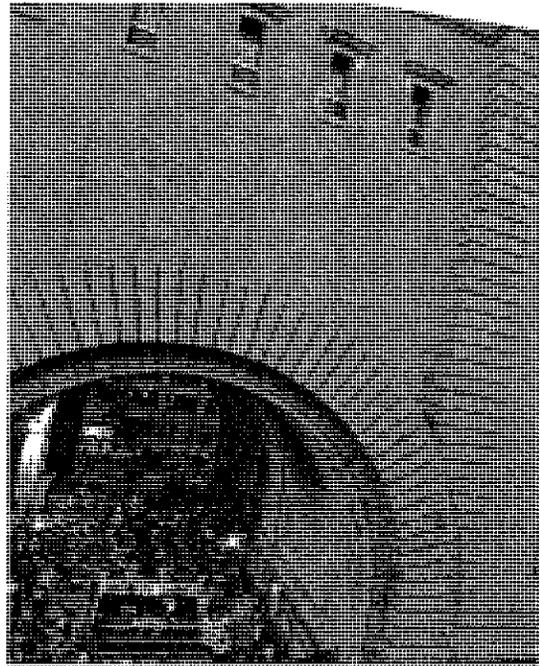
Pentagon South Plaza Master Plan, VA

Battery Park City Streetscapes and Security, NY

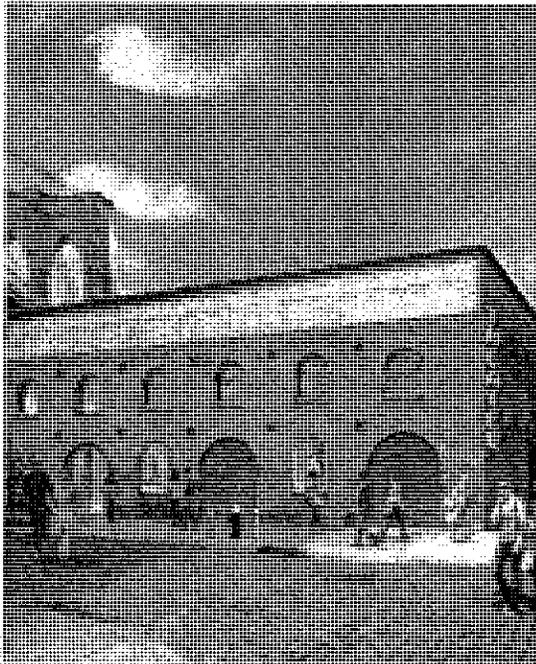
Mill Pond River Park "Frog" Rest Rooms, CT



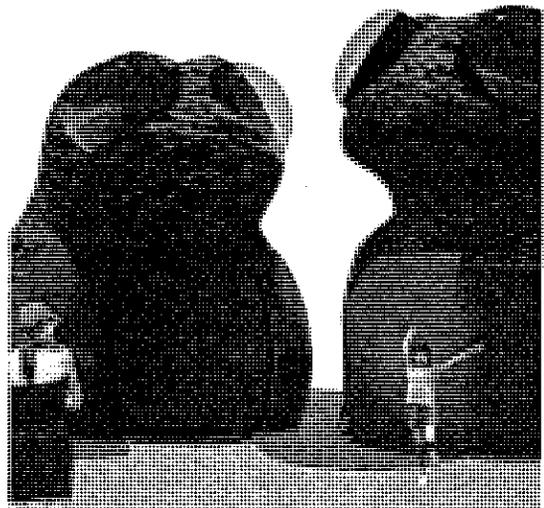
St. John's Bread And Life, Soup Kitchen And Community Resource Center, NY



Manhattan Bridge Anchorage Programming, NY



St. Ann's Episcopal Church, NY



Mill River Park "Frog" Rest Rooms, CT

## V SCHEDULE + FEE

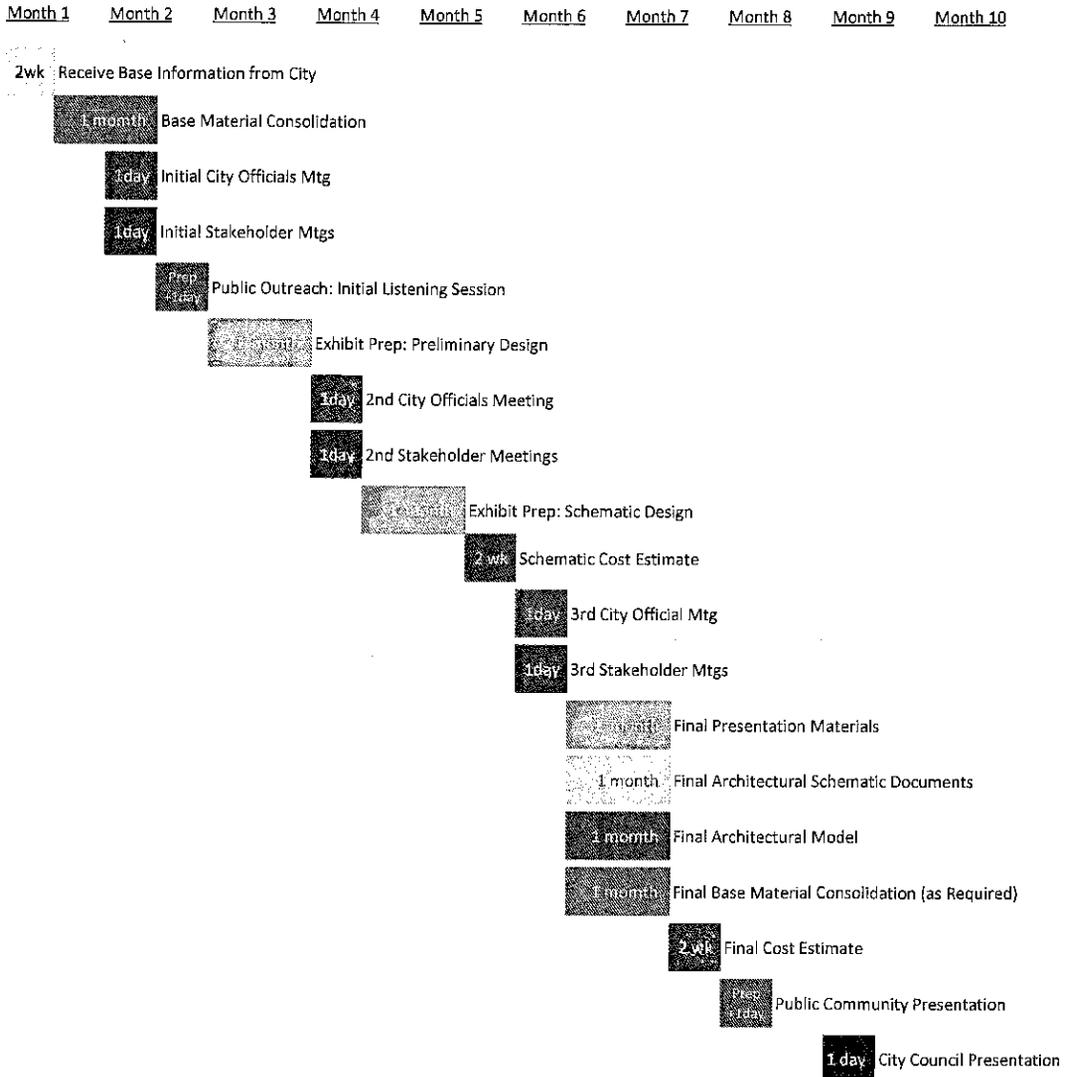
### **COST AND SCHEDULE CONTROL/ABILITY TO MEET TIMEFRAME**

Process, budget and schedule expectations and deliverables are determined early with the client and communicated to all team members so that design choices are made with awareness of their consequences. Our teams are co-led by a Project Manager and a Lead Designer who have worked together on many projects and overseen by a Principal-in-Charge and the firm's Technical Director for quality control. The Project Manager works with the design team to ensure costs and schedules are met, and leads the construction phase.

Project priorities, desires and constraints are established at the start of the project and aligned with costs and schedule. We then develop a project schedule with the client's team that includes phase durations, submission deadlines, and client and agency review and approval periods. We strategize the most effective method of construction procurement with our client and administer the construction contract to maximize value and insure timely occupancy.

Cost estimators often support our team and supplement our internal cost control methodology. We recommend a cost estimate at the end of each phase to allow opportunities for scope adjustments that meet current market conditions. We prepare thorough design documents throughout the process to enable effective cost estimating and scope or budget adjustments.

## BOAT HOUSE AT HOBOKEN COVER SITE PRELIMINARY SCHEDULE OUTLINE



**CITY OF HOBOKEN, NEW JERSEY LAW DIVISION /  
BOAT HOUSE AT HOBOKEN COVE SITE  
PROPOSAL FOR ARCHITECTURAL SERVICES**

August 20, 2013

ARCHITECTURAL SERVICES

Marvel Architects, PLLC (MA/the 'Architect') is pleased to submit a fee proposal for Architectural and related consulting services to the City of Hoboken (the 'Client') relating to the schematic design for a boat house at Hoboken Cove.

CONSULTANTS

MA expects to retain the following sub-consultants:

- . Cost Management Consultant

MA will assist in the coordination of the work of the following consultants retained by the Client for this project:

- . Civil Engineer
- . Geotechnical Engineer
- . Structural Engineer
- . Building Systems Engineer - Mechanical/Electrical/Plumbing/Fire Protection

Other consultants to be retained by the Client for this project may include:

- . Surveyor
- . Code Consultant
- . Landscape Architect
- . Sustainability Consultant
- . Voice and Data Information Technology / Security
- . ADAAG Consultant

Compensation for consultants retained by the Architect, other than those listed in this agreement, will be the amount invoiced to the client plus twenty percent (20%).

SCOPE CLARIFICATIONS

Extent of the scope of work includes schematic design for a new boat house at Hoboken Cove, sited between the Park Avenue Bridge and a planned boat launch near 16th Street. The building is anticipated to be approximately 3,500sf.

In addition to design, a series of community, agency and city administration coordination and presentation meetings are anticipated. These include:

- . Three (3) City Official Meetings
- . Three (3) Stakeholder Meetings
- . Two (2) Community Listening Sessions and/or Presentations
- . One (1) City Council Presentation

Project Deliverables include:

- . Progress plans, diagrams and illustrations for preliminary design and progress schematic design presentations and discussions
- . Final illustrative plans, elevations, diagrams and illustrations representing the final schematic design for public and city administration presentation and circulation
- . Final architectural schematic plans, elevations, sections and key details. These will include key dimensions and notes for building materials and assemblies
- . Model of the final schematic design

A reference site plan or survey and the completed master plan will be provided by the Client.

Required information and design regarding any necessary shoreline work, soils conditions, incoming utility services and hazardous site materials mitigation (if required) will be provided by the Client or developed by the Client's engineering team.

#### FEE PROPOSAL

The proposed fee for basic Architectural services described above is \$90,000.

The project is anticipated to have a duration not to exceed 10 months.

**V SCHEDULE + FEE**

FEE SCHEDULE AND TIMELINE

Non-Refundable Retainer		\$5,000	
<hr/>			
PHASE	% OF FEE	FEE	PROJECTED DURATION
Preliminary Schematic Design	45%	\$40,500	3 months
Final Schematic Design	50%	\$45,000	4 months
Final Community Presentation and City Council Presentation	5%	\$4,500	n/a
<hr/>			
Total Basic Service fee	100%	\$90,000	7 months *
<hr/>			
Allowances		\$7,000	

\* See project extension § 12.3

BILLING AND DOCUMENTS

Invoices will be issued monthly and will be based upon time accumulated or % complete of the lump sum fee. Invoices are due upon receipt. A non-refundable retainer of \$5,000 shall be paid upon signing of the agreement and will be credited against the final fee invoice. Invoices not paid within 30 days of issuance will thereafter accrue interest at 8% compounded monthly.

HOURLY RATES (2013):

Principal	\$300.00/hour
Director	\$275.00/hour
Associate	\$240.00/hour
Architect	\$190.00/hour
Sr. Designer	\$170.00/hour
Jr. Designer	\$115.00/hour
Administrative	\$ 90.00/hour

#### REIMBURSABLE EXPENSES

Above and beyond the architect's fees are reimbursable expenses. These normally include printing, travel, messengers, and other expenses directly relating to your project. These costs will be billed at 1.15 times the actual cost.

Records of Reimbursable Expenses shall be available to the Client upon request.

MA maintains a fully operational model shop and is also able to produce presentation quality graphic renderings. Through the normal course of project work MA may produce models and or graphic materials suitable for internal and Client design and review purposes. However, if special presentation model(s) or rendering(s) are required for specific events, presentations or other non-design related reason; this will be treated as a separate proposal.

#### ADDITIONAL SERVICES

On occasion, there are additional tasks to be performed that are outside the scope of basic services that may be cause for negotiated additional services to be charged based upon a lump sum or hourly basis. (See MA current Hourly Rates) The following additional service examples will only be pursued with the prior approval of the Client:

- . Client requested changes which affect the work of a previously completed phase
- . Significant or consequential change in scope or program allotments
- . Project extension – see § 12.3
- . Measured drawings
- . Existing facilities surveys
- . Site Evaluation and Planning
- . Building information modeling
- . Landscape design
- . On-site project representation
- . Telecommunications/data design
- . Security Evaluation and Planning
- . LEED® Certification
- . Architect Professional Self Certification filing of project with building department

#### PROJECT EXTENSION

If the Basic Services under this Agreement through Substantial Completion of the Work have not been completed within the period outlined in the Fee Schedule And Timeline through no fault of the Architect, the Architect and its retained consultants may suspend all services in their sole discretion on notice to the Owner unless and until the Owner shall a) pay the Architect 100% of its Basic Service Fee; b) 100% of all Additional Service fees then properly due; c) plus 100% of all Reimbursable Expenses incurred through the above stated date, including all consultants. Thereafter the Architect will promptly resume all contract services. Owner and Architect agree that all services rendered and Reimbursable Expenses incurred by the Architect and its consultants beyond the above noted expiration date shall be considered Additional Services and shall be invoiced by the Architect and paid for by the Owner in accord with the time limits under this Agreement.

# **VI PROPOSAL FORMS**

**CITY OF HOBOKEN  
PROPOSAL DOCUMENT CHECKLIST**  
Professional Services –Professional Architect for  
Design of Boat House at Hoboken Cove Site

REQUIRED	SUBMISSION REQUIREMENT	READ AND/OR SUBMITTED
X	One original/three copies/ one electronic copy of submission	X
X	Proposal Forms	X
X	Stockholder Disclosure Certificate	X
X	Non-Collusion Affidavit	X
X	New Jersey Business Registration Certificate	Marvel Architects will secure before signing contract
X	Mandatory Affirmative Action Language	X
X	Americans With Disabilities Act of 1990 Language	X
X	Insurance	X
NA	Prevailing Wages	X
NA	Public Works Vendor Registration Act	X
X	Nuclear-Free Hoboken Ordinance	X
X	City of Hoboken Pay to Play Disclosure Forms	X

**EXCEPTIONS TO SPECIFICATIONS  
AND  
ACCEPTANCE OF ADDENDA(UM)**  
Professional Services --Professional Architect for  
Design of Boat House at Hoboken Cove Site



COMPANY NAME Marvel Architects, PPLC

## FIRM QUALIFICATIONS

(Attach additional sheets if necessary)

COMPANY NAME Marvel Architects, PLLC

COMPANY LOCATIONS (if more than one, list principal location first)

145 Hudson Street, Third Floor, New York, NY 10013

COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

Architectural Design Firm

NUMBER OF EMPLOYEES 30

JOB CLASSIFICATION(S) OF EMPLOYEES (Include resumes of Managers and Supervisors as well as those who will be assigned to provide services)

Jonathan Marvel, FAIA, Principal, resume attached in proposal

Guido Hartray, AIA, Partner, resume attached in proposal

Lissa So, RA, Partner

YEAR COMPANY WAS ESTABLISHED 2013

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Marvel Architects, PLLC

SIGNATURE: 

PRINT NAME: Jonathan Marvel

TITLE: Principal

DATE: August 19, 2013

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

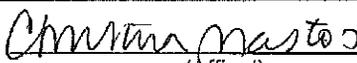
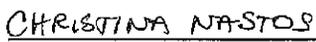
Check the box that represents the type of business organization:

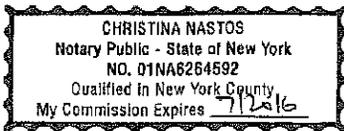
Partnership   
  Corporation   
  Sole Proprietorship   
  Limited Partnership  
 Limited Liability Corp.   
  Limited Liability Partnership   
  Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jonathan Marvel Home Address: <b>25 Willow Place, Brooklyn NY 11201</b>	Name:  Home Address:  
Name: Lissa So Home Address: <b>550 Grand Street, Apt. G6b, New York NY 10002</b>	Name:  Home Address:  
Name: Guido Hartray Home Address: <b>208 East Broadway, Apt. J1602, New York, NY 10002</b>	Name:  Home Address:  

Subscribed and sworn before me this <u>19<sup>th</sup></u> day of <u>August</u> , 2013	 _____ (Affiant)
(Notary Public)	 _____ (Print name & title of affiant)
My Commission expires: <u>7/2016</u>	



**AMERICANS WITH DISABILITIES ACT OF 1990  
ACKNOWLEDGEMENT FORM**

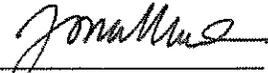
This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: Marvel Architects, PLLC

SIGNATURE: 

PRINT NAME: Jonathan Marvel

TITLE: Principal

DATE: August 19, 2013

**THE NUCLEAR-FREE HOBOKEN ORDINANCE**

- (1) FINDINGS: The People of the City of Hoboken hereby find that:
  - (a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.
  - (b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.
  - (c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.
  
- (2) POLICY: Hoboken shall be established as a Nuclear Free Zone.  
A Nuclear Free Zone shall be defined by these requirements:
  - (a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.
  - (b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.
  - (c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.
  - (d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.
  - (e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.
  
- (3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).
  
- (4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

\*\*\*\*\*  
CERTIFICATION: I hereby certify that Marvel Architects, PLLC does not engage in the production of nuclear weapons or components. (Name of Vendor)

August 19, 2013  
Date

  
\_\_\_\_\_  
Signature  
Principal  
\_\_\_\_\_  
Title



CITY OF HOBOKEN  
PAY TO PLAY COMPLIANCE CERTIFICATION

CERTIFICATION: I hereby certify that Marvel Architects, PLLC has not engaged in or been in any  
(Name of Vendor)

way involved in contributions or solicitations which violate the City of Hoboken's Pay to Play Ordinance (Code Chapter 20A, 20B, 20C, or 20D).

August 19, 2013  
Date

  
Signature  
Principal  
Title

Subscribed and sworn before me this 19<sup>th</sup> day of August, 2013.  
(Notary Public)  
My Commission expires: 7/2016

Christina Nastos  
(Affiant)  
CHRISTINA NASTOS  
(Print name & title of affiant)

CHRISTINA NASTOS  
Notary Public - State of New York  
NO. 01NA6264592  
Qualified in New York County  
My Commission Expires 7/2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

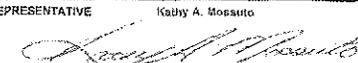
PRODUCER		CONTACT NAME: KATHY A. MOSSUTO	
PROSURANCE BROKERAGE ASSOCIATES, INC. 111 BROADWAY, SUITE 1404 NEW YORK, NY 10008-1901		PHONE (A/C, No. Ext): (212) 693-1550	FAX (A/C, No): (212) 406-0924
		E-MAIL ADDRESS: KMOSUTO@PROREDINSURE.COM	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: THE PHOENIX INSURANCE COMPANY	25623
		INSURER B: THE TRAVELERS INDEMNITY COMPANY	25658
		INSURER C: NAVIGATORS INSURANCE COMPANY	42307
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 01 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADBL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			680-5D423121	08/16/2013	08/16/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680-5D423121	08/16/2013	08/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-005D423	08/16/2013	08/16/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB5D081613	08/16/2013	08/03/2014	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DISEASE- POLICY LIMIT \$ 500,000
C	ARCHITECTS PROFESSIONAL LIABILITY INSURANCE			CM13DPL02855	08/09/2013	08/09/2014	\$2,000,000 PER CLAIM \$2,000,000 ANNUAL AGGREGATE

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

CERTIFICATE HOLDER	CANCELLATION
CITY OF HOBOKEN HOBOKEN, NJ	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kathy A. Mossuto 

Sponsored by: Paul E. B...  
Seconded by: [Signature]

**City of Hoboken**  
**Resolution No.: 12-904**

**RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO BECOME CO-GRANTEE OF THE HUDSON COUNTY OPEN SPACE TRUST FUND GRANT FOR THE HOBOKEN COVE COMMUNITY BOATHOUSE, SUBJECT TO THE OBLIGATIONS AND LIMITATIONS DESCRIBED HEREIN**

**Whereas** Hoboken Cove Community Boathouse, Inc., a 501c3 organization founded in 2004 and recognized by the IRS as a legitimate not for profit organization, has been granted \$100,000 from the Hudson County Open Space Trust Fund for the purpose of developing a community boathouse; and

**Whereas** the City of Hoboken would like to procure the Architectural and Design services by working with the community in order to define what the future community boathouse should look like, how it should function, and how it should be built; and

**Whereas** Hoboken Cove Community Boathouse, Inc. wants to designate the City as "Co-Grantee" to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract for the scope of services noted; and,

**Whereas**, the City of Hoboken and Hoboken Cove Community Boathouse, Inc. agree that the City will sign onto the Grant as a Co-grantee, and hereby commit to undertaking the actions listed in this Resolution, to enable the community boathouse project to move forward, and to secure physical space for the community boathouse, both for interim as well as long-term programming.

**Whereas**, the actions which the City of Hoboken agrees to commit in exchange for its Co-Grantee status are:

1. Procurement of Architectural and Design Services for the community boathouse.
2. In collaboration with Hoboken Cove Community Boathouse, Inc., oversight of the work of designing the community boathouse, which should include dedicated and secure space for Hoboken Cove Community Boathouse, Inc. as well as equivalent dedicated space for the general public.
3. Procurement and oversight of all site preparation and construction of an interim slab (or physical base of gravel or other material, as appropriate) to accommodate secure storage and programming space for the future community boathouse, as well as the enablement of interim programming until the future community boathouse is complete. The installation herein shall include:
  - a) a slab or gravel base
  - b) basic utilities including water (two spigots) and electric (two basic 110v outlets)
  - c) two forty-foot shipping containers to accommodate secure storage community boathouse equipment

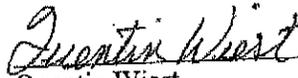
d) as an option, at the sole discretion of the City, the installation may include a perimeter fence, if deemed necessary.

3. The City will take over all responsibility for complying with the Guidelines and Requirements of the Grant which relate to the City's actions described herein, including Procurement and Reporting. The Hoboken Cove Community Boathouse, Inc. wants to designate the City as "Co Grantee" to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract.

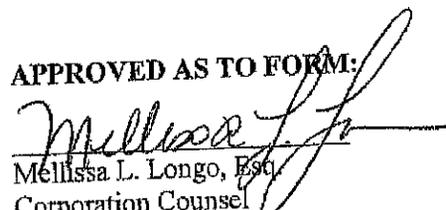
Now, therefore be it resolved, that the City Council of the City of Hoboken hereby agree to the terms listed above in exchange for the City's right to become Co-Grantee of the grant, and become eligible for and obtain the \$100,000.00 of expenditures noted in this resolution per the Grant Contract with the County.

MEETING: December 19, 2012

REVIEWED:

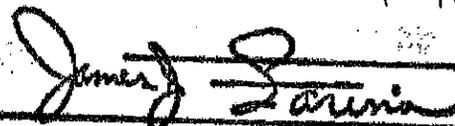
  
Quentin Wiest  
Business Administrator

APPROVED AS TO FORM:

  
Melissa L. Longo, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Jen Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Peter Cunningham	✓			

A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: 12/19/12

  
CITY CLERK



COUNTY OF HUDSON  
DEPARTMENT OF PUBLIC RESOURCES  
DIVISION OF PLANNING  
BRENNAN COURT HOUSE  
583 NEWARK AVENUE  
JERSEY CITY, NEW JERSEY 07306  
WWW.HUDSONCOUNTYNJ.ORG/PLANNING

THOMAS A. DeGISE  
COUNTY EXECUTIVE

MARIANO VEGA, JR.  
DIRECTOR

STEPHEN D. MARKS, PP, AICP  
DIVISION CHIEF

(201) 217-5137  
FAX (201) 795-7856

April 24, 2008

Sandy Sobanski  
President  
Hoboken Cove Community Boathouse, Inc.  
P.O. Box 1447  
Hoboken, NJ 07030

**RE: 2007 Open Space Grant Agreement- Project No. PI-02-07**

Dear Sandy,

Enclosed please find a fully executed, original copy of the 2007 Open Space Grant Agreement for Project No. PI-02-07 for the Hoboken Cove Community Boathouse Development. Grant award funds are available on a reimbursement basis only. To request a reimbursement, please complete the County Voucher Form and return along with any required attachments including copies of invoices, proofs of payment, cancelled checks to this office.

As always, if you have any questions please do not hesitate to contact me at any time.

Thank you,

Jonathan Luk  
GIS Specialist

Enclosure

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT (PI-02-07)

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WHEREAS, THE COUNTY OF HUDSON (THE "COUNTY") HAS BEEN DULY DESIGNATED TO ADMINISTER OR SUPERVISE THE ADMINISTRATION OF HUDSON COUNTY OPEN SPACE TRUST FUND AND HAS, IN TURN, DESIGNATED THE GRANTEE TO BE DIRECTLY RESPONSIBLE FOR THE IMPLEMENTATION AND ADMINISTRATION OF PARK AND RECREATION IMPROVEMENTS AND HISTORIC PRESERVATION PROJECTS COVERED BY THIS CONTRACT.

THEREFORE, THE COUNTY AND THE GRANTEE AGREE AS FOLLOWS:

**I. DEFINITIONS**

For the purpose of this document, the following terms, when capitalized, shall have meaning as stated:

**APPENDIX(ES)** means the attachment(s) to this document including the Grant Terms and Conditions, Appendix "A", and the Publicity Agreement, Appendix "B".

**GRANT CONTRACT** means this document, the Appendix(es), any additional appendices or attachments including any approved assignments, contracts, modification(s) and all supporting documents. The Grant Contract constitutes the entire agreement between the parties.

**NOTICE** means an official written communication between the County and the Grantee Agency. All Notices shall be directed to the person(s) and address(es) specified for such purpose in the Appendix(es) or to such other persons as either party may designate in writing.

**GRANTEE** means **HOBOKEN COVE COMMUNITY BOATHOUSE, INC.**  
(Organization Name)

**TERMINATION** means an official cessation of this Grant Contract resulting either from routine expiration or from action taken by the County or the Grantee Agency, in accordance with provisions contained in this Grant Contract, to nullify the contract prior to term.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT (PI-02-07)

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**II. BASIC OBLIGATIONS OF THE COUNTY**

**Section 2.01.** The County shall act as the administrator of this Grant Contract and shall not be declared by the Grantee to be a co-sponsor or sponsor of the Grantee's project, unless otherwise indicated.

**Section 2.02 Payment.** As established in the Appendix(es) payment of the grant shall be based on allowable expenditures. Such payment(s) shall be authorized by the County in accordance with the time frames specified in the Terms and Conditions of the Grant Contract. Total payment(s) shall not exceed the awarded grant amount. All payments authorized by the County under this Grant Contract shall be subject to revision on the basis of an audit or audits or on the basis of County monitoring or evaluating the Grant Contract.

**Section 2.03 Compliance with Laws.** The Grantee Agency agrees through the acceptance of this Grant Contract to comply with all applicable Federal, State, and Local Laws, rules and regulations (collectively "Laws"), including but not limited to the following State and Local Laws relating to licenser; Federal and State Laws relating to safeguarding of client information; the Federal Civil Rights Act of 1964 (as amended) P.L.1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and non-discrimination in public contracts; the Federal Equal Employment Opportunity Act; Section 504 of the Federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of disability, and regulations thereunder. Failure to comply with the laws, rules, and regulations referenced above may result in the termination of this Grant Contract.

**Section 2.04 County Policies and Procedures.** In the administration of this Contract, the Grantee shall comply with all applicable policies and procedures issued by the County. Failure to comply with these policies and procedures shall be grounds to terminate this Grant Contract.

**Section 2.05 Finance Management System.** A comprehensive financial management system is required as are provisions for a clear audit trail of Hudson County Open Trust Fund grant funds. The Grantee must maintain all financial records, including substantiating documentation (i.e. invoices, bills, payroll vouchers), for a four (4) year period; or for a period required under any applicable state or federal record retention regulations, which ever is longer.

**THE GRANTEE'S FINANCIAL MANAGEMENT SYSTEM SHALL PROVIDE FOR THE FOLLOWING:**

- (a) Accurate, current, and complete disclosure of the financial results of this Grant Contract.
- (b) Effective internal and accounting controls over all funds, property, and other assets. The Grantee shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes.
- (c) Comparison of actual outlays with budgeted amounts for this Grant Contract.
- (d) Accounting records supported by source documentation.
- (e) Procedures to minimize elapsed time between an advanced payment issued and the disbursement of such advance funds by the Grantee.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT (PI-02-07)

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**Section 2.06 Audit.** At any time during the Grant Contract term, the Grantee's overall operations, its compliance with specific Grant Contract provisions, and the operation of any assignees or sub-contractors engaged by the Grantee under Section 4.02 Assignments and Sub-contracts may be subject to audit or review by the County, by any other appropriate unit or agency of the County, State, or Federal government, and/or a private firm or firms retained or approved by the County for such purposes.

Whether or not such audits are conducted during the Grant Contract term, final financial and compliance audit of Grant Contract operations, including the relevant operation of any assignee or sub-contractors, may be conducted after Grant Contract termination. The Grantee is subject to audit up to four (4) years after Termination of the Contract.

If any audit has begun, but not completed or resolved before the end of the four (4) year period, the Grantee continues to be subject to such audit until it is completed and resolved.

The County may require submission of the Grantee annual organization-wide audit.

Audits shall be conducted in accordance with generally accepted auditing standards as specified in the Statement on Auditing Standards issued by the American Institute of Certified Public Accountants and Standard for Audit of Governmental Organizations, Programs, Activities and Functions issued by the Comptroller General of the United States or other standards required by the County.

**Section 2.07 Grant Contract Reports.** The Grantee shall submit to the County programmatic and financial reports in the manner and on the due dates as set by the County.

### **III. TERMINATIONS**

**Section 3.01 Termination by Grantee.** The Grantee only may terminate this Grant Contract upon written notice with the effective date of cessation of the Grant Contract to the Division Chief of the County Division of Planning. If the Contract is terminated by the Grantee, the Grantee shall be obligated to return all unexpended awarded Grant Contract funds to the County and shall settle all accounts with the County in the manner specified by the County and shall be subject to a final audit.

**Section 3.02 Termination for Cause.** If the Grantee is not, or has not been in compliance with any provision(s) of this Grant Contract and its Annexes, the County may, by Notice, place the Grantee in a state of probation at which time the Grantee shall take expeditious steps to comply immediately; failure to comply may cause the County to find the Grantee in default of the Grant Contract and, in accordance with County policy and procedures, may terminate the Grant Contract and release the County from any remaining Hudson County Open Space Trust grant payment obligations.

**Section 3.03 Reduction or Termination Due to Fiscal Constraints.** Anything to the contrary in this Grant Contract notwithstanding, the parties recognize and agree that the County's ability to honor the terms and conditions of this Grant Contract is contingent upon receipt of funds from the State of New Jersey and/or any other applicable source. If during the term of the Grant Contract, therefore, the State government or applicable source reduces its allocation to the County, the County reserves the right, upon Notice to the Grantee, to reduce or Terminate the Grant Contract.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT (PI-02-07)

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**IV. MISCELLANEOUS**

**Section 4.01 Application of New Jersey Law.** This Contract shall be governed, construed, and interpreted in accordance with the laws of the State of New Jersey.

**Section 4.02 Assignment and Subcontracts.** No right or obligation of the Grantee under this Grant Contract may be assigned or subcontracted. It is further understood that no funds granted herein shall be used for any purpose other than the stated purpose for which this grant is made.

**Section 4.03 Statement of Non-Influence.** No person employed by the County of Hudson has been or will be paid any fees, or compensation of any kind, or granted any gratuity by the Grantee or any representative thereof, in order to influence the awarding or administration this Grant Contract.

**Section 4.04 Exercise of Rights.** A failure or delay on the part of the County or the Grantee in exercising any right, power or privilege under this Grant Contract shall not waive any right, power or privilege. Moreover, a single or partial exercise shall not prevent another or a further exercise of that or any other right, power or privilege.

**V. OBLIGATION OF THE GRANTEE**

**Section 5.01.** The Grantee shall not change any of the terms of this Grant Contract. If the Grantee attempts to change the Grant Contract in anyway, the grant will be null and void and the County will rescind all or part of the grant funds, or terminate the Grant Contract.

**Section 5.02.** The awarded Grant Contract is for the period stated in Appendix "A". All grant funds, as well as challenge and matching funds approved for projects specifically to be supported by this grant, must be obligated within that period.

**Section 5.03.** This awarded grant fund must be expended only for the activities described in the approved application, as stated in Appendix "A", during the specified period.

**Section 5.04.** The Grantee must abide by the publicity agreement as stated in Appendix "B". Failure to comply may result in Grant Contract termination or suspension and rescission of all or part of the awarded grant funds.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT (PI-02-07)

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**Section 5.05.** In the event the Grantee is not a municipal subdivision or a duly created statutory municipal or a County autonomous agency, the Grantee certifies that its agency is a certified non-profit agency, and recognize as such by the State of New Jersey and the Internal Revenue Service.

**Section 5.06.** Pursuant N.J.S.A 40A:5-16, the County shall pay moneys to the Grantee upon the Grantee first presenting a detailed bill of items on demand, specifying particularly how the bill or demand is made up, with the certification of the Grantee that is correct.

This certification shall be in the form of a claimant signature on the standard County voucher (Executive Order) form. Said form shall then be submitted by the Grantee to the Hudson County Division of Planning, and shall contain copies of all invoices and/or other documentation supporting the detailed list of claims on said form. Said form must be certified by the Director of Parks, Engineering and Planning, or his/her designee, having knowledge of the facts that the goods have been received by, or the services rendered to, the County prior to a payment being made to the Grantee.

The Grantee shall receive the grant funds upon the completion of this agreement by all parties and the balance of upon completion of the project or period, and the submission and approval of the County of any final reports, site inspections and/or audits.

**Section 5.07.** The Grantee is entirely accountable for the receipt, handling, and expenditure of grant funds solely for the purposes as specified in the approved application as listed in Appendix "A".

accountable for

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT (PI-02-07)

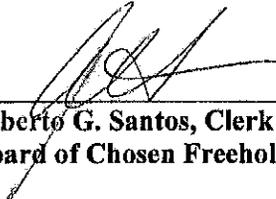
CONTRACT SIGNATURE AND DATES

THE PARTIES AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE CONTRACT SET-FORTH ON THE PRECEDING PAGES AND THE REFERENCED APPENDICES.

Attest:

For the  
COUNTY OF HUDSON

By:   
Thomas A. DeGise  
County Executive

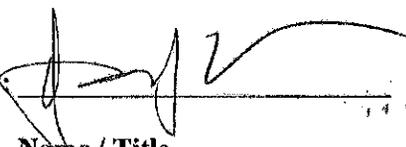
By: 

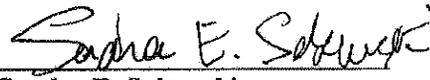
Alberto G. Santos, Clerk  
Board of Chosen Freeholders

Dated: \_\_\_\_\_

Attest:

For the  
HOBOKEN COVE COMMUNITY  
BOATHOUSE, INC.

By: 

By:   
Sandra E. Sobanski  
President

Name / Title

DAVID DAVEN  
VICE PRESIDENT

GRANTEE CORPORATE SEAL  
(IMPRINT HERE)

Dated: December 21, 2007

8/9/07  
CONTRACT EFFECTIVE DATE  
8/9/10  
CONTRACT EXPIRATION DATE

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT (PI-02-07)

APPENDIX "A" GRANT PROJECT AGREEMENT

GRANTEE: HOBOKEN COVE COMMUNITY BOATHOUSE, INC.

APPLICATION NO.: PI-02-07

INCORPORATED NAME: HOBOKEN COVE COMMUNITY BOATHOUSE, INC.

ADDRESS: 110 1<sup>ST</sup> STREET #3  
HOBOKEN, NJ 07030

CATEGORY OF AWARD FUNDING: PARK & RECREATION IMPROVEMENTS

GRANT AWARD AMOUNT: \$100,000.00

AWARDED GRANT PROJECT DESCRIPTION: THE HOBOKEN COVE COMMUNITY BOATHOUSE WILL BE CONSTRUCTED AT THE PLANNED HUDSON RIVER WATERFRONT WALKWAY AT WEEHAWKEN COVE IN HOBOKEN. THE PRE-FABRICATED BUILDING SHALL HAVE ADA-COMPLIANT RESTROOM FACILITIES AND SIGNAGE. THE BOATHOUSE SHALL INCLUDE APPROPRIATE PLUMBING FOR RESTROOMS AND EQUIPMENT CLEANING AND MAINTENANCE. ALL STRUCTURES AND LANDSCAPING SHALL BE CONSISTENT WITH THE SAFETY DESIGN STANDARDS SET FOR THE PLANNED PARK.

FISCAL YEAR OF GRANT: JANUARY 1 - DECEMBER 31

START DATE OF GRANT AWARDED PROJECT:

8/9/07

COMPLETION DATE OF GRANT AWARDED PROJECT:

8/9/10

TERMS AND CONDITIONS GOVERNING THE AWARDED GRANT

1. HOBOKEN COVE COMMUNITY BOATHOUSE, INC. hereinafter known as the Grantee, shall not change any of the terms of this Grant Contract (deletions, additions, etc.) without the written permission of the County of Hudson. If a Grantee attempts to make a change without written permission, the Grant Contract will be null and void and the County of Hudson, hereinafter known as the County, will terminate the Grant Contract and rescind all or part of the grant.
2. Awarded Grant Projects must begin and must be completed within the fiscal year and in accordance with the Grantee stated start and completion dates. All grant funds, as well as matching funds approved for projects specifically to be supported by the grant, must be obligated within the start and completion dates.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT (PI-02-07)

(Terms & Conditions Governing Grant, Cont.)

3. Grants must be expended solely for the activities described in the awarded grant application, unless a specific modification requested in writing has been approved in writing by the County. Any unencumbered grant funds at the end of fiscal period covering the awarded grant shall be returned to the County.
4. Grants shall not be used to repay loans or in turn loaned to other agencies for any reason.
5. Grants shall not be used as down payments or as collateral for personal self-gain.
6. **General Operating Support Recipients Only:** Purchases and rental agreements shall only be made for those goods and services which directly support the grant awarded project and only for the period covering the grant awarded fiscal year.
7. Grantees sponsoring an agency to facilitate the grant awarded project shall not replace the facilitating agency with another without the written permission of the County.
8. Grantees shall not fund any other park and recreation improvement or historic preservation project with the grant awarded funds.
9. It shall be the responsibility of the Grantee to notify the Hudson County Division of Planning in writing of any change in its mailing address or telephone number. Failure to do so may result in termination of the Grant Contract and rescission of all or part of the grant funds.
10. The Grantee shall honor all deadlines for program and final reports. Failure to do so may result in the withholding of remaining payments and/or the prohibition of future grant applications to the County.

TO THIS THE UNDERSIGNED IS AGREED (SIGN AND RETURN WITH AGREEMENT).

Sandra E. Schaeck  
PRESIDENT OF GRANTEE AGENCY

December 21, 2007  
DATE

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT (PI-02-07)

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APPENDIX "B"

PUBLICITY AGREEMENT  
BETWEEN

COUNTY OF HUDSON

AND

HOBOKEN COVE COMMUNITY BOATHOUSE, INC.  
GRANTEE AGENCY

This publicity agreement is hereby incorporated into the body of the Grant Contract between the County of Hudson, and the above named Grantee, as explicit terms and conditions of the Contract. By the signature below, the Grantee agrees to abide by these terms and conditions. Failure to do so may result in rescission of all of part of the grant.

1. **PROGRAM, FLYER, ORGANIZATIONAL BROCHURE CREDIT:** The language used when crediting the County of Hudson in programs, flyers, or organizational brochures shall be set in type size not smaller than 7 pt. and will read as follows: THIS PROGRAM IS MADE POSSIBLE IN PART BY FUNDS FROM THE HUDSON COUNTY OPEN SPACE TRUST FUND, ADMINISTERED BY THE HUDSON COUNTY DIVISION OF PLANNING, THOMAS A. DEGISE, COUNTY EXECUTIVE, AND THE BOARD OF CHOSEN FREEHOLDERS. The credit line must be given on the title page of all programs, playbills, catalogues, manuscripts, organizational brochures.

2. **PUBLICITY, MARKETING AND PROMOTION:** The aforesaid credit line must be inserted in all printed materials, newspaper and magazine ads, ads in playbills or programs that are 10 column inches or larger. Press releases announcing Hudson County Open Space Trust Fund supported projects or general operating activities must include the credit line. Posters, handbills, advertising post cards, billboards, and train or bus call cards promoting projects or organizations funded through the Hudson County Open Space Trust Fund shall include the credit line. The credit line also must be incorporated in all paid or donated radio and television advertising spots longer than fifteen (15) seconds.

3. **ADVERTISING:** Any advertising, regardless of size or length, placed by the Grantee that credits another funding source must also credit the Hudson County Open Space Trust Fund.

4. **SUBMISSION OF PUBLICITY MATERIAL:** The Grantee shall send to the Hudson County Division of Planning copies of all publicity, marketing, promotional materials, programs, catalogues, flyers, posters, mailers, etc. utilized by the Grantee in the promotion of the program or project funded by the Hudson County Open Space Trust Fund.

5. **CO-SPONSORSHIP:** Under no circumstances may a Grantee state or imply that its program and/or activities are "sponsored" or "co-sponsored" by the Hudson County Division of Planning or the County of Hudson, without the expressed written consent of the County. Those programs that are "co-sponsored" will have additional, specific publicity requirements dependent on the program at the time of negotiation.

HUDSON COUNTY OPEN SPACE, RECREATION AND HISTORIC PRESERVATION TRUST FUND

GRANT AGREEMENT (PI-02-07)

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6. **CONSTRUCTION SIGNAGE:** The Grantee shall erect and maintain for the duration of the project a construction sign that identifies the project as funded by the Hudson County Open Space Trust Fund and meets Hudson County's specifications for size, content and design according to the detail sheet provided by Hudson County.

7. **SIGNAGE PLACEMENT:** Hudson County shall provide the Grantee with one or more signs that identify the parkland or facility as a Hudson County funded site dedicated to permanent recreation and open space or historic preservation. The grantee shall post the sign(s) in a prominent place or places on the funded parkland or, as applicable, at the recreation and conservation facility, and shall maintain such sign(s).

8. **SIGNAGE RELOCATION:** Grantee receives approval to divert or dispose of funded parkland under the procedures in the Open Space Trust Fund Program Statement (Revised January 26, 2006), the grantee shall relocate the sign identifying the parkland and/or recreation and conservation facility as a Hudson County funded site to the replacement land and/or recreation and conservation facility approved by the Hudson County Board of Chosen Freeholders.

TO THIS THE UNDERSIGNED IS AGREED (SIGN AND RETURN WITH AGREEMENT)

Sandra E. Szwedki  
GRANTEE AGENCY/ORGANIZATION

December 21, 2007  
DATE

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

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

**RESOLUTION TO AUTHORIZE AN PROFESSIONAL SERVICE CONTRACT WITH MARVEL ARCHITECTS AS PROFESSIONAL ARCHITECTS FOR THE CITY OF HOBOKEN FOR THE HOBOKEN COVE COMMUNITY BOATHOUSE, FOR A MAXIMUM ONE YEAR TERM, AND FOR A TOTAL NOT TO EXCEED AMOUNT OF \$97,000.00**

**WHEREAS**, service to the City as a Principal Project Architect 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 seeks to award a contract to a Principal Project Architects for the Hoboken Cove Community Boathouse, and has chosen Marvel Architects for a one year term, with a not to exceed amount of Ninety Seven Thousand Dollars (\$97,000.00); and,

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

**WHEREAS**, certification of funds for insurance premiums is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$97,000.00 is available in the following appropriation account \_\_\_\_\_ in the CY2013 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2013 budget; and I further certify that the funds being appropriate are intended for the purposes herein appropriated.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that a contract with **Marvel Architects** to represent the City as Principal Project Architect, in accordance with the scope of work detailed in their proposal, attached hereto, and the RFP for Professional Architect for the Hoboken Cove Community Boathouse; the maximum term shall be one year from the date of award; and, the total not to exceed amount shall be Ninety Seven Thousand Dollars (\$97,000.00) which shall be paid incrementally within 45 days of receiving a valid invoice for services; 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 **Marvel Architect**; and

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

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

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

**Reviewed:**

**Approved as to form:**

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

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** December 18, 2013

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

# CITY OF HOBOKEN

## Department of Community Development

**DAWN ZIMMER**  
Mayor



**BRANDY FORBES**  
Director

### **MEMORANDUM**

Date: December 11, 2013

To: Hoboken City Council

Cc: Dawn Zimmer, Mayor  
Quentin Wiest, Business Administrator  
Mellissa Longo, Corporation Counsel

From: Brandy Forbes, Community Development Director *BF*

Subject: Award of Contract for Hoboken Cove Boathouse to Marvel Architects

The Hoboken Cove Community Boathouse, Inc. (HCCB) a 501c3 organization, received a \$100,000.00 grant from the Hudson County Open Space Trust Fund in 2007 for the purpose of developing a community boathouse. In 2012 the HCCB requested that the City of Hoboken become a co-grantee to allow the City to seek reimbursement for expenditures and since the proposed boathouse would be located on city property. The City Council in December 2012 agreed to become a co-grantee for the procurement of an architect to design the boathouse and to oversee the work of such (see attached resolution).

Working with the HCCB, the City created a Request for Proposals (RFP) for an architect to design the boathouse. The RFP was advertised in July 2013 and proposals were received on August 20, 2013. The City conducted an internal review of those applications, based on the best practices. The evaluations were completed on September 20, 2013 and presented to the HCCB for their review and recommendations. The boathouse group, knowing the requirements for kayaking programs and boat storage needs, reviewed the top five proposals and made a recommendation of two of the top candidates for interviews. On December 4, 2013 the City Administration with HCCB representatives interviewed those two candidates and jointly determined that Marvel Architects has the best expertise and prior experience in boathouse design to match the needs for this project.

The recommendation is to award the contract for Hoboken Cove Boat House Architectural Design to Marvel Architects of 145 Hudson Street, New York, NY for a total dollar amount not to exceed \$97,000.00. This is to be paid from the Hudson County Open Space Trust Fund grant that was received by the HCCB, of which the City is the co-grantee.

A copy of the co-grantee resolution and the Marvel Architects proposal is attached to this memo as a part of your City Council agenda packets. If you have any questions regarding this proposal or recommendation or the process itself please feel free to forward them in advance of the meeting to Business Administrator Quentin Wiest so that we will be sure to address those inquiries at or before the meeting. Thank you.

Sponsored by: Paul E. B...

Seconded by: J...

6

**City of Hoboken**  
**Resolution No.: 12-904**

**RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO BECOME CO-GRANTEE OF THE HUDSON COUNTY OPEN SPACE TRUST FUND GRANT FOR THE HOBOKEN COVE COMMUNITY BOATHOUSE, SUBJECT TO THE OBLIGATIONS AND LIMITATIONS DESCRIBED HEREIN**

**Whereas** Hoboken Cove Community Boathouse, Inc., a 501c3 organization founded in 2004 and recognized by the IRS as a legitimate not for profit organization, has been granted \$100,000 from the Hudson County Open Space Trust Fund for the purpose of developing a community boathouse; and

**Whereas** the City of Hoboken would like to procure the Architectural and Design services by working with the community in order to define what the future community boathouse should look like, how it should function, and how it should be built; and

**Whereas** Hoboken Cove Community Boathouse, Inc. wants to designate the City as "Co-Grantee" to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract for the scope of services noted; and,

**Whereas**, the City of Hoboken and Hoboken Cove Community Boathouse, Inc. agree that the City will sign onto the Grant as a Co-grantee, and hereby commit to undertaking the actions listed in this Resolution, to enable the community boathouse project to move forward, and to secure physical space for the community boathouse, both for interim as well as long-term programming.

**Whereas**, the actions which the City of Hoboken agrees to commit in exchange for its Co-Grantee status are:

1. Procurement of Architectural and Design Services for the community boathouse.
2. In collaboration with Hoboken Cove Community Boathouse, Inc., oversight of the work of designing the community boathouse, which should include dedicated and secure space for Hoboken Cove Community Boathouse, Inc. as well as equivalent dedicated space for the general public.
3. Procurement and oversight of all site preparation and construction of an interim slab (or physical base of gravel or other material, as appropriate) to accommodate secure storage and programming space for the future community boathouse, as well as the enablement of interim programming until the future community boathouse is complete. The installation herein shall include:
  - a) a slab or gravel base
  - b) basic utilities including water (two spigots) and electric (two basic 110v outlets)
  - c) two forty-foot shipping containers to accommodate secure storage community boathouse equipment

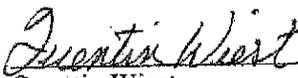
d) as an option, at the sole discretion of the City, the installation may include a perimeter fence, if deemed necessary.

3. The City will take over all responsibility for complying with the Guidelines and Requirements of the Grant which relate to the City's actions described herein, including Procurement and Reporting. The Hoboken Cove Community Boathouse, Inc. wants to designate the City as "Co Grantee" to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract.

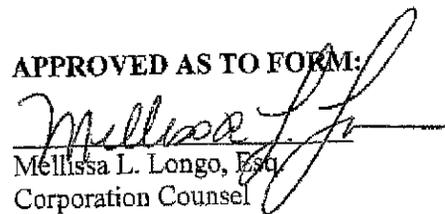
**Now, therefore be it resolved,** that the City Council of the City of Hoboken hereby agree to the terms listed above in exchange for the City's right to become Co-Grantee of the grant, and become eligible for and obtain the \$100,000.00 of expenditures noted in this resolution per the Grant Contract with the County.

**MEETING: December 19, 2012**

**REVIEWED:**

  
Quentin Wiest  
Business Administrator

**APPROVED AS TO FORM:**

  
Melissa L. Longo, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Jen Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Peter Cunningham	✓			

**A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: 12/19/12**

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

# HOBOKEN COVE BOATHOUSE

MARVEL ARCHITECTS

August 20 2013

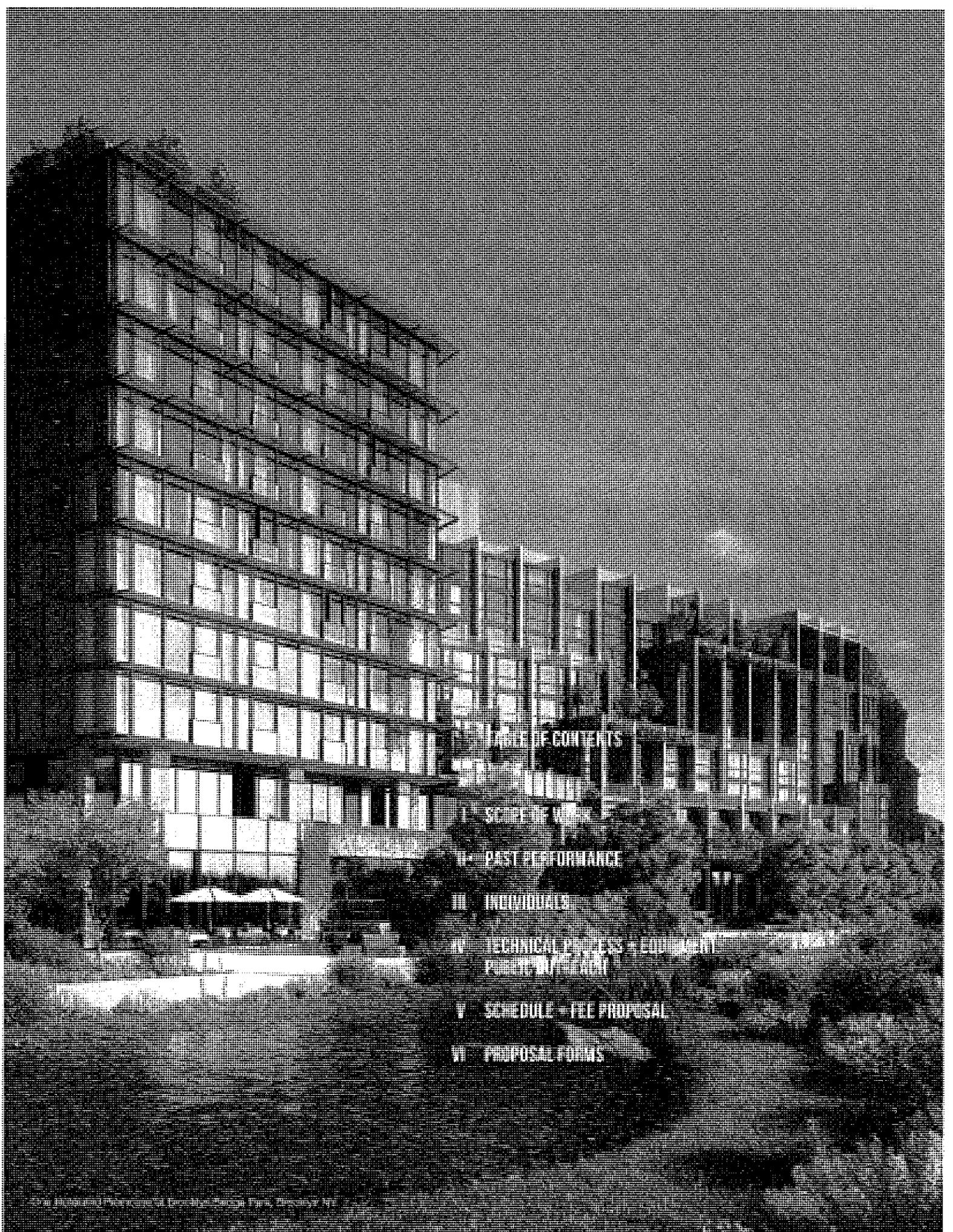


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PROPOSED IMPLEMENT
- V SCHEDULE + FEE PROPOSAL
- VI PROPOSAL FORMS

# MARVEL ARCHITECTS

145 Hudson Street  
New York, NY 10013

August 19, 2013

City Clerk for City of Hoboken  
Hudson County, State of New Jersey  
Hoboken City Hall  
94 Washington Street  
Hoboken, NJ 07030

RE: Professional Services – Professional Architect for Design of Boat House at Hoboken Cove Site

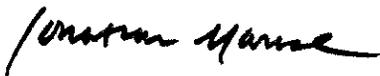
We are pleased to submit our qualifications to design the Hoboken Cove Boathouse. Marvel Architects has worked at the intersection of public and private space at all scales and forms, including a boathouse design along the Passaic for Newark. The scope of this boathouse project is well within our area of expertise. We have extensive experience working with public agencies and stakeholders, as well as conducting public outreach and programming to solicit community input during the design process.

In the aftermath of Superstorm Sandy, we are prepared to work with multiple stakeholders to reach a consensus regarding the location of the boathouse, in order to meet the needs of various users. From our extensive experiencing working in the public realm, we know that a project's successful outcome is predicated on the input of users. In this manner we worked with the Gowanus Dredgers, a kayaking group, as we designed the Gowanus Green project, currently a toxic remediation site.

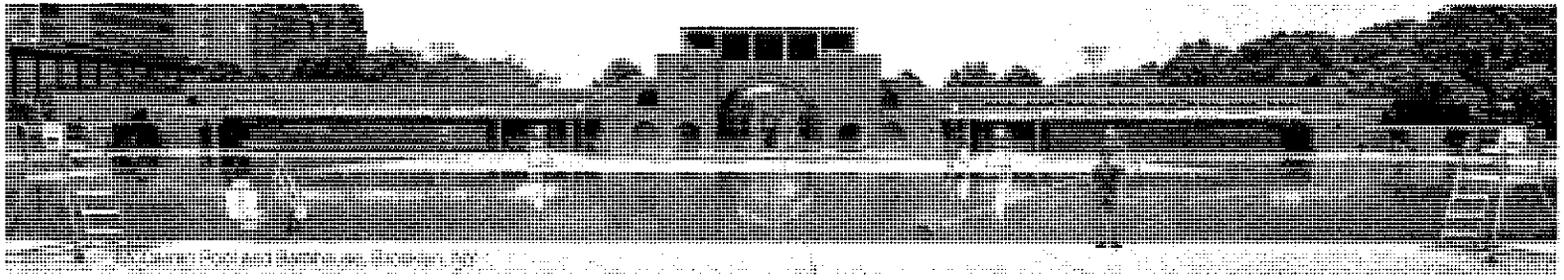
We have designed buildings along the Hudson river, as well as other waterfronts around the Tri-State area. Our largest project, the Pierhouse at Brooklyn Bridge Park, was redesigned after Superstorm Sandy to accommodate the new FEMA flood prevention regulations. While this is a very large project, we also work with smaller cultural organizations and non-profits to realize their goals, such as our work on the Brooklyn Waterfront Greenway, where we are designing three park nodes along the bicycle/pedestrian pathway that will connect Greenpoint to Sunset Park.

In our proposal you will see many other examples of our work which address all the criteria for designing the Hoboken Cove Boathouse. We are enthusiastically ready to start programming and designing.

Sincerely,



Jonathan J. Marvel, FAIA  
Principal  
Marvel Architects



## MARVEL ARCHITECTS

is dedicated to shaping public space, designing for intuitional growth, and expanding economic and creative opportunities for a wide range of clients. Based in New York City, our architects, landscape architects and urban designers integrate the built and natural environments in every project—from infrastructure development and adaptive reuse to master planning, block building, park and waterfront design, as well as multi- and single-family housing. We apply the same meticulous attention to detail to all scales and forms, with the resulting projects and spaces earning our reputation for sensitive and thoughtful design.

Our strength comes from working with a diversity of clients. We have successfully completed projects for mixed-use developers, iconic retail brands, galleries and museums, public and private educational institutions, and city agencies. We have earned a national reputation for our work designing at the intersection of public and private space, from security bollards on Wall Street to a \$250-million hotel/condo situated in Brooklyn Bridge Park. Rather than specializing in a “look” or typology, our process consistently uncovers essential qualities of sites and existing structures, and uses them to bring meaning to the new project through rigorous research and analysis.

Our 30-person multi-disciplinary studio collaborates throughout design and construction to meet our clients’ economic and occupancy requirements, whether that is to efficiently address an immediate need or develop a long-term phasing plan. We are experienced at tackling a variety of challenges with innovative design solutions, as well as transforming ordinary projects into remarkable ones. After more than twenty years working in New York City and across the country, our team has pioneered an entrepreneurial approach to architecture and place-making that has been recognized by more than 60 design and industry awards from peer and client groups.

*What others say:*

*Our projects “have demonstrated an increasing interest in the dignity to be found in public space and civic life, and the thoughtful infill to be discovered between old and new. That’s all too rare in a New York firm ...”*  
*(Architect’s Newspaper, Aug. 14, 2012)*



## RECENT DESIGN AWARDS

- 2013 MASTerworks Award for Best Restoration, McCarren Pool and Bathhouse
- 2012 AIA National Honor Award for Regional & Urban Design, SandRidge Energy Commons  
Building Brooklyn Award for Residential Low Rise Housing: Third and Bond
- 2011 AIA NY State, Firm of the Year Award, Rogers Marvel Architects  
Chicago Athenaeum, American Architecture Award, SandRidge Energy Commons  
Chicago Athenaeum, American Architecture Award, Westchester Reform Temple  
AIA TriState Merit Award, SandRidge Energy Commons  
AIA TriState Citation for Design, MTA Flood Mitigation Furniture  
AIA NY State Award of Excellence, SandRidge Energy Commons  
AIA NY State Design Citation, MTA Flood Mitigation Street Furniture  
ASLA NY Award of Merit, Governors Island Park & Public Space MP
- 2010 Chicago Athenaeum Green Good Design, Westchester Reform Temple  
AIA National Housing Award for Architecture, State Street Townhouses  
AIA NYC Urban Design Merit Award, MTA Floodwater Mitigation  
EDRA Great Places Awards, Battery Park City Streetscapes and Security  
R+D Award Citation, New York Stock Exchange Streetscapes + Security  
I.D. Design Review, MTA Flood Mitigation Street Furniture
- 2009 AIA NYS Award of Excellence, St. John's Bread and Life  
AIA NYS Award of Merit, Stephen Gaynor School & Ballet Hispanico  
AIA NYC Award of Merit, West 57th Street Lobby  
International Design Awards-Urban Design, Battery Park City Streetscapes
- 2008 AIA NYC Honor Award, Governors Island Park and Public Space Master Plan  
AIA NYC Building Type Awards-Urban Design Honor, 55 Water Street Plaza  
AIA NYC Building Type Awards-Urban Design Merit, Pentagon South Plaza  
BSA/AIA NY Housing Design Program Honor Award, State St. Townhouses  
AIA NYS Award of Merit, Theory World Headquarters & Retail Flagship  
AIA NYS Award of Merit, New York Public Library Mulberry St. Branch  
AIA National Honor Award for Regional & Urban Design, NY Stock Exchange Streetscapes + Security  
AIA New York State Design Citation, State Street Townhouses
- 2007 AIA New York State Collaborative Design Merit, 55 Water Street Plaza  
AIA NYC Merit Design Award, Battery Park City Streetscapes
- 2006 AIA New York Chapter Medal of Honor, Rogers Marvel Architects

## I SCOPE OF WORK

Having worked along the waterfront in the Tri-State area at a variety of scales—including designing a boathouse on the Passaic—Marvel Architects is ideally suited to designing a public boathouse in Hoboken. Our experience with rising sea levels could not be more relevant; Pierhouse in Brooklyn Bridge Park had almost broken ground when Superstorm Sandy hit. We had to raise the entire building and redesign the infrastructure to accommodate new Base Flood Elevations issued by FEMA. And we have extensive experience working with city agencies as well as facilitating public outreach meetings.

We always make the effort to understand the needs of stakeholders and bring disparate groups into the approach and design conversations. From Governor's Island to Mill Pond Park at the new Yankee Stadium, we have successfully executed public outreach programs even under difficult circumstances. And we have been practicing sustainable design before "sustainability" was considered important; we have completed a number of projects that are LEED certified. We will provide all the necessary documentation to build support for the Cove Boathouse, including base drawings of preliminary designs, preliminary schematic designs, exhibit quality maps and models, and a final set of drawings and a cost estimate.

We believe ten months is an appropriate timeframe within which to develop the design, meet with public officials and stakeholders, and produce final documents, maps and models. The Partner In Charge, Guido Hartray, will work with our designer Kyle May (who is has extensive experience with working on Pierhouse in Brooklyn Bridge Park). Jonathan Marvel is involved in all the firm's projects, and he will bring more than twenty-five years' experience to guide the vision of the Boathouse.

## II PAST PERFORMANCE

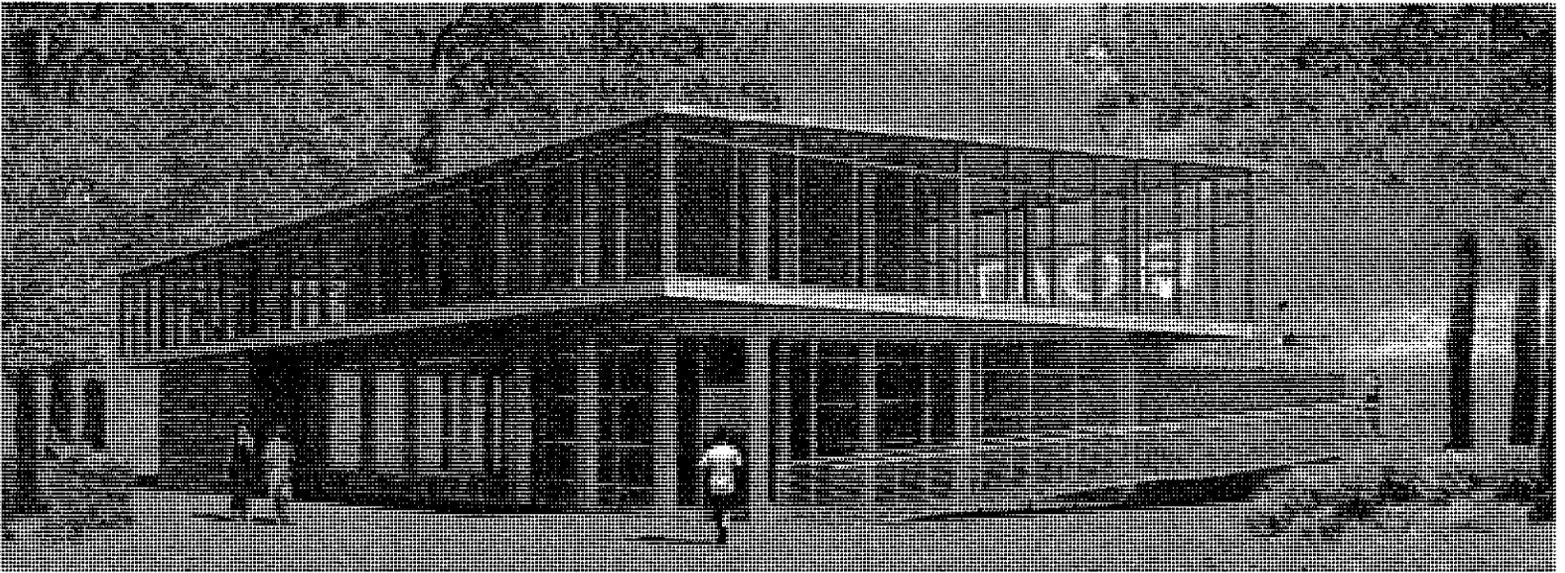
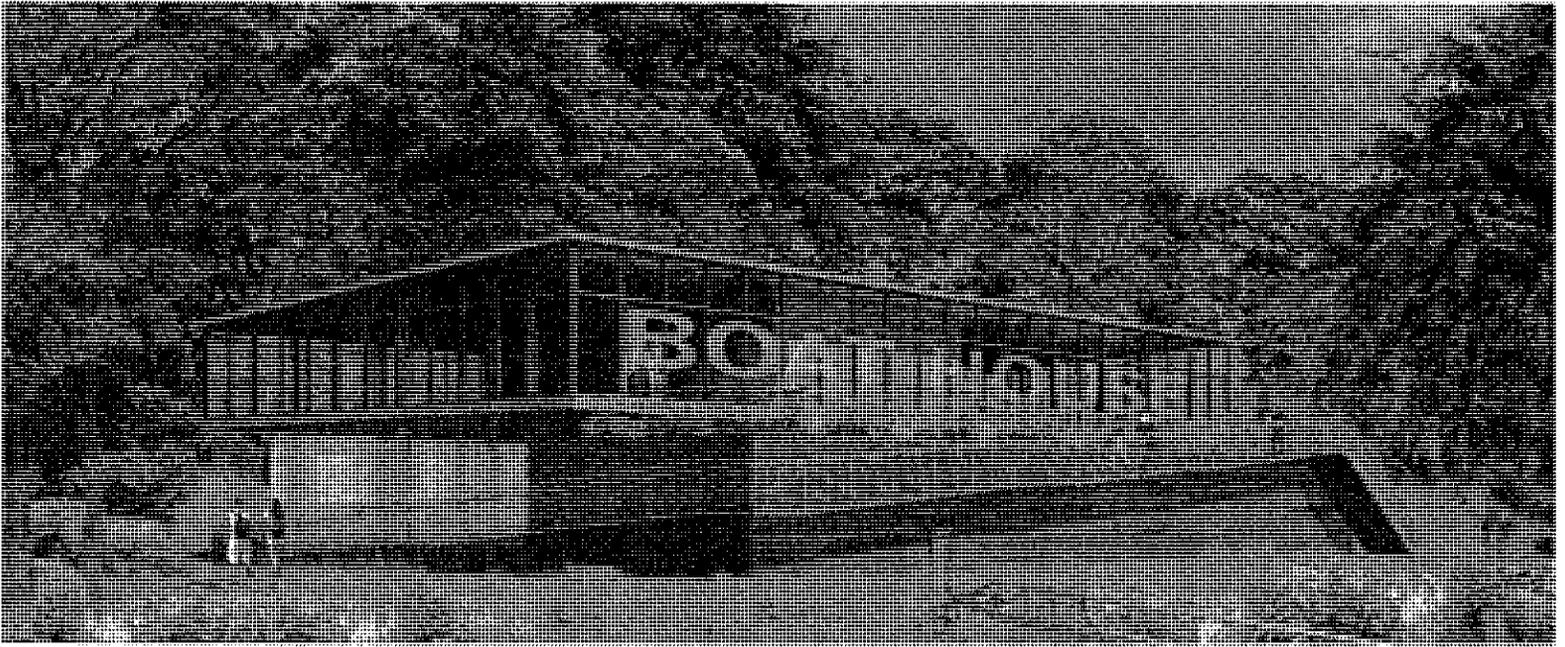
Jonathan Marvel has built a reputation for thoughtful design in the public interest, integrating the built and natural environments in every project. Marvel Architects is continuing this tradition at all scales and forms, including our current projects, which include: Pierhouse and St. Ann's Warehouse, both in Brooklyn Bridge Park.

We have extensive experience working with smaller non-profits (St. Ann's is a non-profit theater group). For instance, we were hired by the Dumbo Improvement District and the NYC Department of Transportation to reprogram the Manhattan Bridge Anchorage—a long-closed public space that is now open and reconnected to the neighborhood—which required working with the Downtown Brooklyn Partnership and the NYDOT.

Our extensive experience working along the waterfront is complemented by boathouse design we executed for a site along the Passaic. We worked with the city of Newark to develop a design and programming for a boathouse that would accommodate both public and private uses. We produced drawings for the city to conduct fundraising efforts and generate public interest.

In addition to working along the Hudson River in Battery Park City and Governor's Island, and the East River at 55 Water Street as well as in Brooklyn Bridge Park, we have executed numerous projects in New Jersey, including an extensive restoration and addition at the New Jersey Institute of Technology.





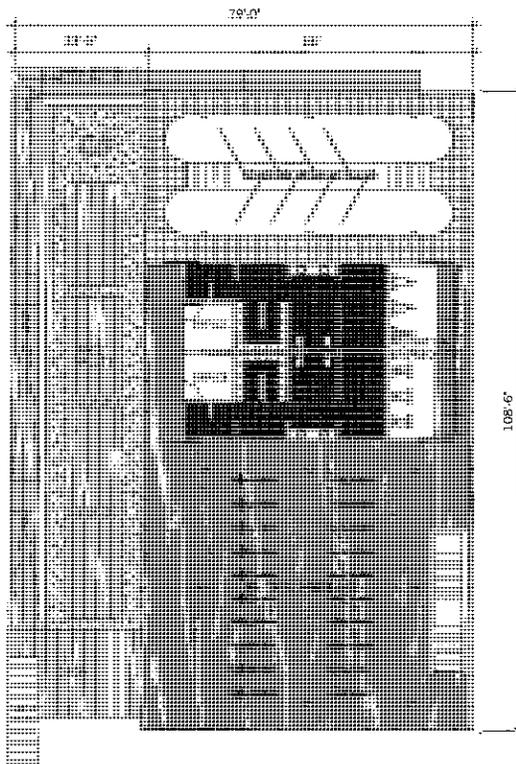
## II PAST PERFORMANCE

### PASSAIC BOAT HOUSE NEWARK, NJ

This private and public use boathouse site is at Riverside County Park along the edge of the Passaic River in Bergen County. Designed to serve a private boating club and the general public, the two-level building will include boat and equipment storage, community/club meeting space, programming for an education fitness program for kids, an indoor rowing tank, and athletic training equipment. Surrounding decks at the upper level will provide views over the park and river.

Highlights of the facility include:

- . Lower level provides storage for the boats and equipment
- . Upper level is a training facility with stationary bicycles, weights and an indoor rowing tank
- . The main training room can be cleared of equipment to serve as a meeting room for club activities





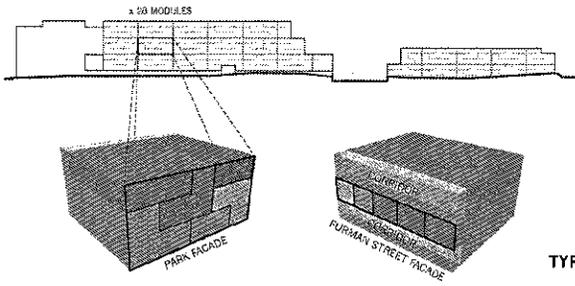
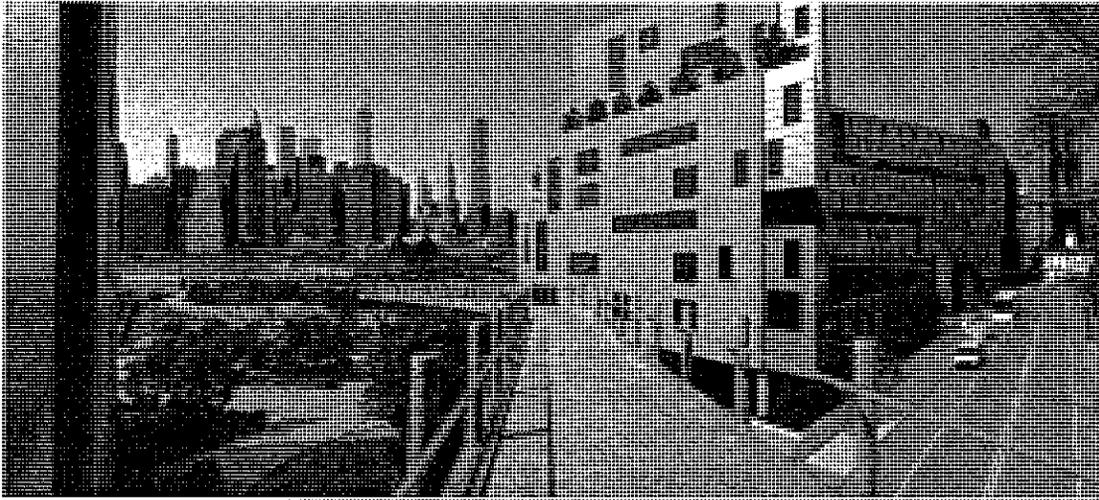
## **PIERHOUSE AT BROOKLYN BRIDGE PARK BROOKLYN, NY**

Brooklyn Bridge Park, with its reconstructed shoreline and gentle hills, is one of New York City's most recent waterfront transformations. At approximately 550,000-square-feet, The Pierhouse complex completes the pier's transformation to park, creating a new model of urban living. The ten-story hotel and residential complex and five-story residential building includes a 200-room luxury hotel and 172-residential units.

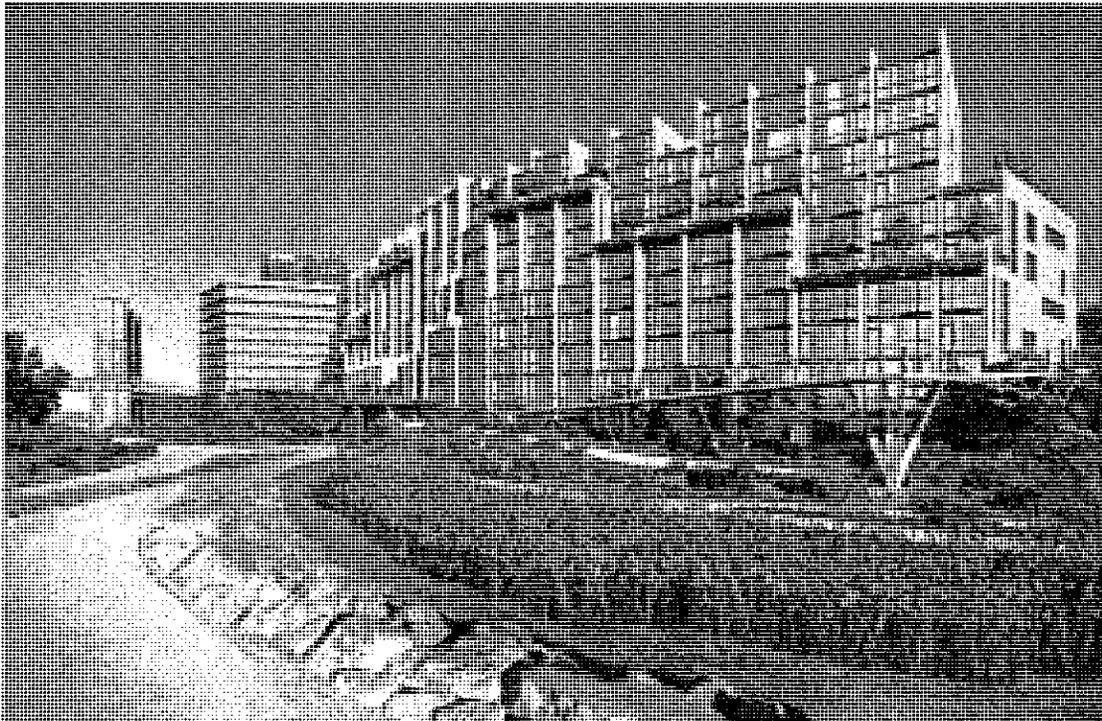
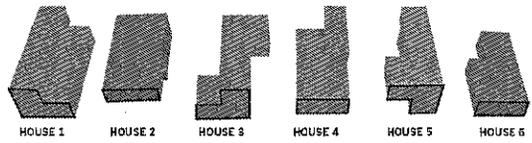
Pierhouse behaves as an extension of the park, reclaiming a verdant backdrop for the park, screening urban noise while facilitating pedestrian access, and maintaining water views. Planted terraces traverse the façade, recalling the visual landscape of the high sandy bank of Ihpétonga, the Native American name for Brooklyn Heights.

The building presents two faces. As it sits on the park's urban edge facing the river, its back side responds to the very urban fabric of a narrow city street that sits underneath a highway. This 'janus' condition guided the decision for two distinct facades as well as a unique residential solution. The residential portion of the building is made up of a repeating module of six distinct duplex houses with terraces on the park and views over the harbor. Their double height interior spaces and multilevel plans are a reinterpretation of the classic Brooklyn Brownstone in a multi-family structure. All floor-through houses have double exposures, creating a natural ventilation system that filters harbor breezes through the building to the street beyond. This porosity continues at grade level where the 550 foot long building offers passageways that connect from Furman into the park and break the mass. The building respects important view corridors from the neighborhood to the Brooklyn Bridge. Its jagged form breaks the imposing mass and also orients each residential unit to a beautiful view of the New York Harbor or the Brooklyn Bridge.

A Starwood One hotel and restaurant anchor the park's entry plaza with a two-story lobby and indoor and outdoor dining, giving the Park an urban threshold. The hotel's banquet rooms and penthouse have terraces that bring the Park into the building. The project is expected to achieve LEED Silver certification.



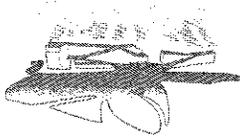
**TYPOLOGIES**



II PAST PERFORMANCE



CREATE EDDIES



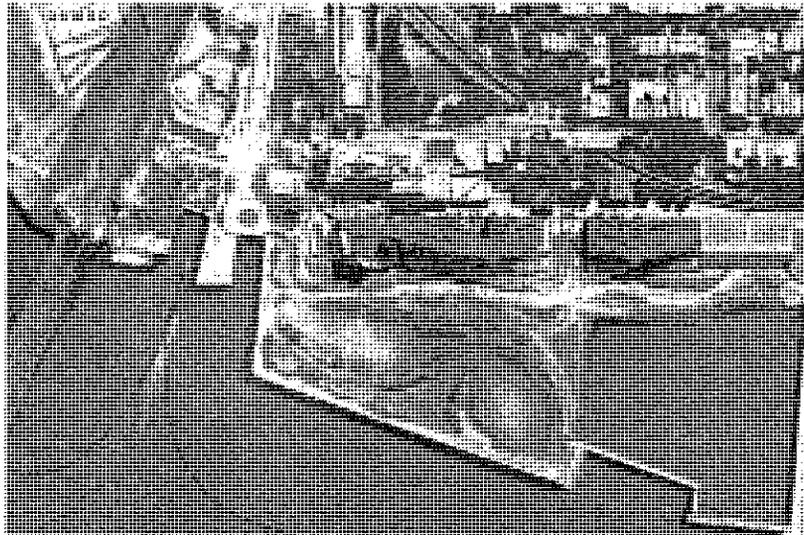
COLLECT WATER

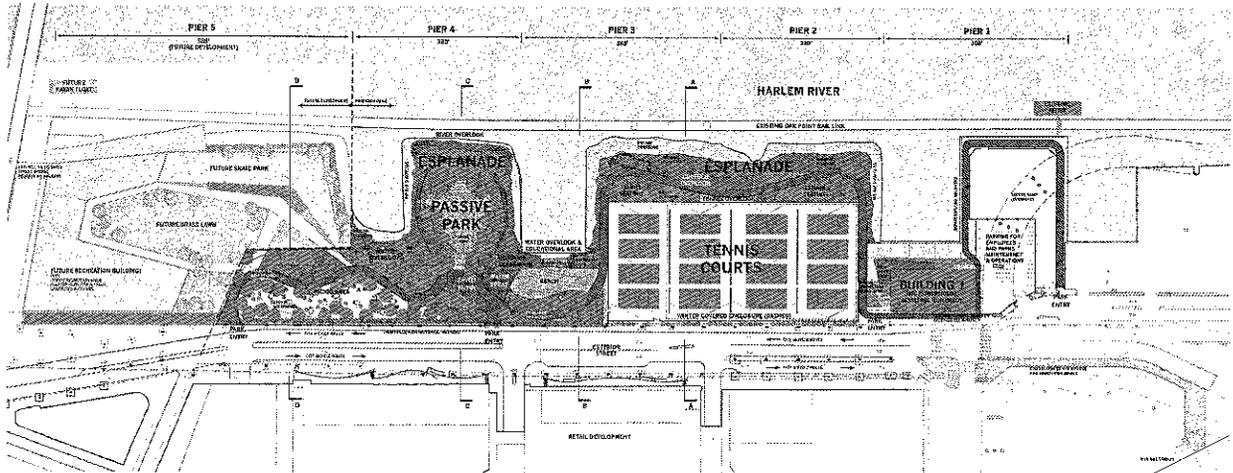


ALLOW POROSITY



EXTEND THE PARK





## II PAST PERFORMANCE

### **MILL POND PARK MASTERPLAN & SCHEMATIC DESIGN BRONX, NY**

Mill Pond Park (formerly The Bronx Terminal Market) site is a 10-acre parcel spanning between the East 145th Street Bridge and the Yankee Stadium Ferry, from Exterior Street to the Harlem River. This waterfront park is one of several replacement parks and recreational facilities that are within the Yankee Stadium Redevelopment Program.

We were responsible for the preliminary and schematic plans for the park, linking the project to other redevelopment sites throughout the area. Program elements for Phase 1 included a tennis court, passive recreation areas, and restoration of Power House, the remaining building of the Bronx Terminal Market, which was converted into a recreation space. These components are linked by the red ribbon, a continuous waterfront esplanade and pathway for walking, skating, or biking throughout the park. A special feature of this park is the access it allows visitors to have to the former New York Harbor estuaries, which were transformed into the Harlem River. This rejuvenated landscape provides the local community with social and athletic options along the water front.

A key component of this design was a public outreach program conducted with the Bronx community. The strategy was to empower a community during a time of controversial change to the neighborhood's landscape after the relocation of Yankee Stadium. We orchestrated parallel processes of developing materials for public review and technical materials for fundraising.





Historic Castle Williams becomes a destination along the new promenade that circles the entire island.



Simplicity and elegance complement the drama of the New York City harbor and Statue of Liberty.



Historic Castle Williams becomes a destination along the new promenade that circles the entire island.

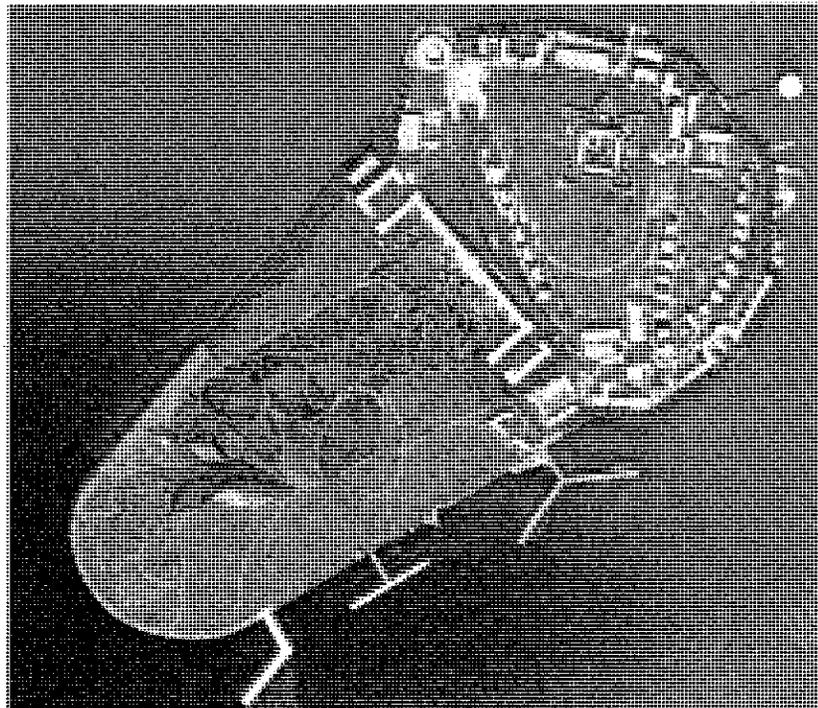
## II PAST PERFORMANCE

### GOVERNORS ISLAND MASTER PLAN NEW YORK, NY

In 2008 the design team led by Rogers Marvel Architects and West 8 and was chosen as the winning team of the international design competition for Governors Island's new park and promenade. We created the master plan that is now guiding the transformation of this once isolated island into the Central Park of the 21st Century. Much like Central Park, natural and created landscapes will create a previously unimaginable visual experience along the Hudson shoreline. The Vertical Landscape, developed in part from a distortion of the city grid, are being built from recycled materials taken from the island itself. Dredged-up earth from the marshes and portions of the eroding buildings will form new hills that house programs and provide panoramic views. Steeped in the natural and cultural history of the New York Harbor, Governors Island will re-emerge as a global exemplar of sustainability, a beacon for the harbor, and an icon for the city.

#### AWARDS

- . AIA NYC Honor Award
- . ASLA NY Award of Merit





## II PAST PERFORMANCE

### **BERRY LANE PARK JERSEY CITY, NJ**

A "Brownfields to Greenfields" initiative, the Berry Lane project will transform approximately 13.5 acres of vacant and underused industrial and commercial property into a vibrant new urban park. The park will begin at the foot of Berry Lane and continue south to the Bergen-Hudson Light Rail System; the former Morris Canal runs along the entire length of the site.

Active recreation is organized along the path of the historic canal, creating a dynamic pedestrian promenade from the neighborhood through the park. Flexible enough to accommodate gatherings, concerts or markets, the grassy tiered bowl of the amphitheater creates a comfortable and informal space that can be repurposed as needed. Re-use of the concrete silos at the new Spray Park will create a striking water feature where people can discover the varied water experiences of mist, shower, drip, bucket, sheet and pulse.

The process to ensure community participation in the Berry Lane Park project included three public workshops that allowed the stakeholders to help establish the goals and objectives for the park at the outset of the project.

During the second workshop, participants reviewed and assessed the three plan alternatives that were developed based on input from the first workshop. The assessments evaluated the strengths and weaknesses of the program, layout and amenities of each alternative. The third workshop reviewed the consolidated plan that was developed based on workshop 2.





Liberty Mews: Block 14 N, view from mews



Map: Liberty Mews Block



Streetscape Plan Phase II

## II PAST PERFORMANCE

### **LIBERTY HARBOR STREETSCAPES + PUBLIC SPACE MASTERPLAN JERSEY CITY, NEW JERSEY**

Liberty Harbor North is a mixed-use development consisting of condos, townhouses, rental residences, retail and public spaces. This master plan was developed for the streetscapes, public spaces and waterfronts within the development of Liberty Harbor North. The master plan successfully analyzed and developed design direction for the following:

**Streetscapes and Public Routes:** Street hierarchies such as Drives, Boulevards, Avenues, Streets, Alleyways, Mews and other special conditions were articulated through the organization and design of street trees and plantings, site elements, paving, and surface materials. Areas for select traffic calming measures were also identified.

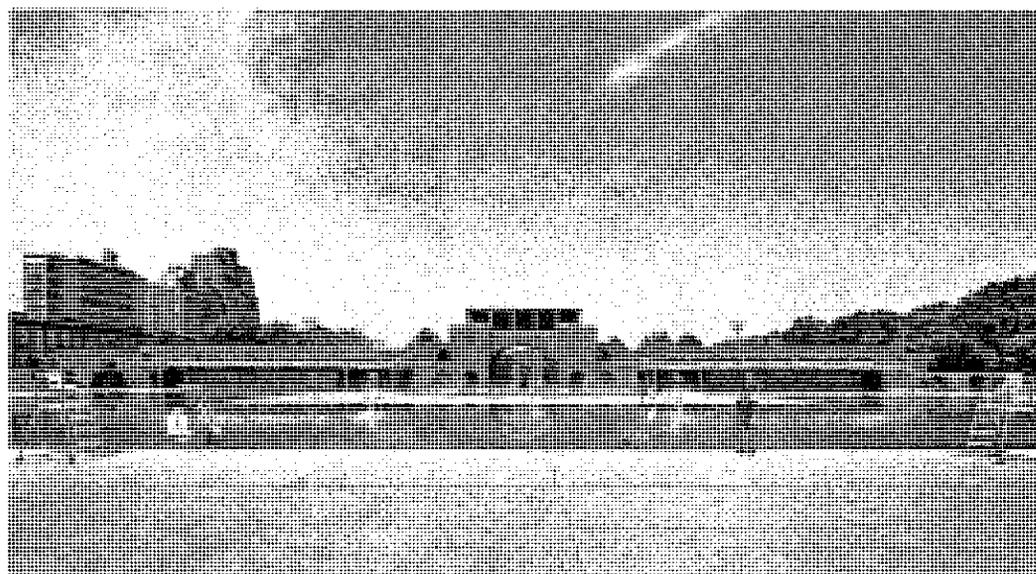
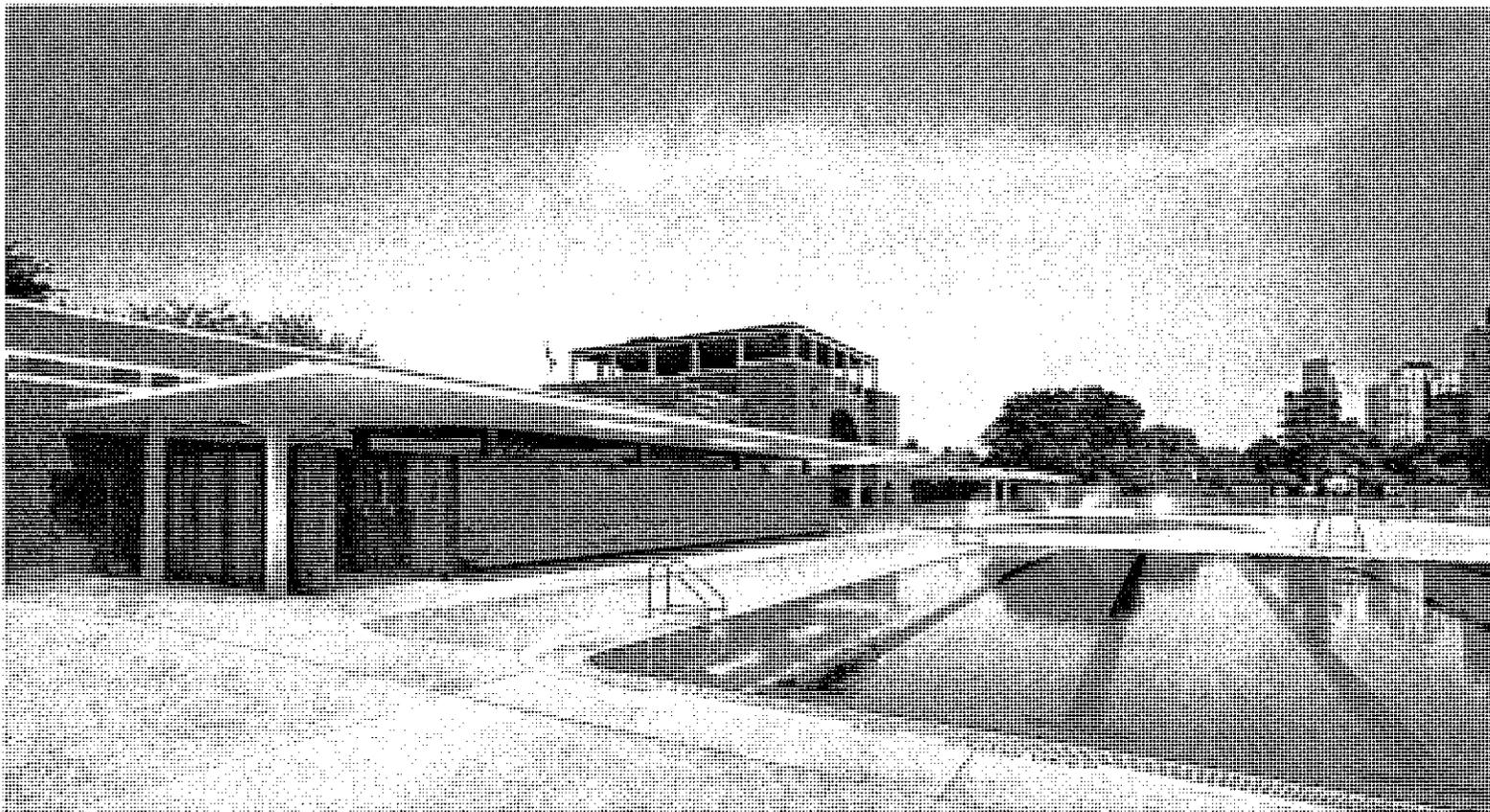
**Light rail:** The passage of the light rail link was studied in concert with surrounding developments to identify public space and unique streetscape opportunities.

**Pedestrian Routes:** Designated pedestrian routes were designed throughout the site, along with connections to adjacent (off-site) pathways, esplanades, public spaces and/ or amenities. Traffic calming measures were be linked to the planning of pedestrian routes.

**Public Spaces:** Schematic designs were developed for the two public parks within the development, the Central Square and the Canal Drive Park and Plaza. These designs coordinated with streetscape plans and were developed to compliment surrounding future uses based on zoning requirements and Owner input.

**Public Space frontage recommendations:** Recommendations for select frontage guidelines were developed to better coordinate the work of future architects with the public space design concepts.

**Waterfront esplanade and landscape:** Schematic design was developed for the length of the waterfront from Jersey Avenue – First Street to, and including, Tidewater Basin.



## MCCARREN POOL AND BATHHOUSE BROOKLYN, NY

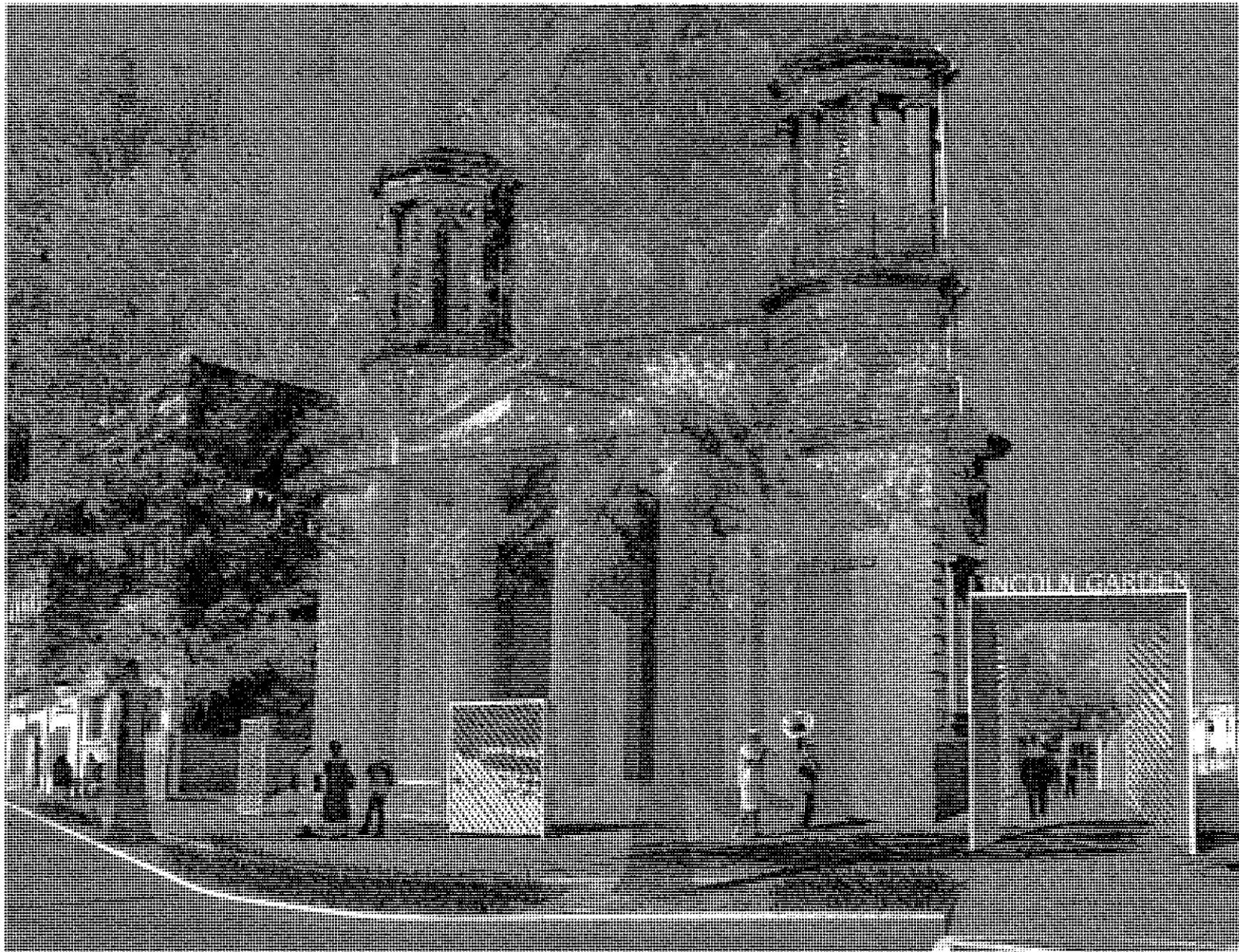
Vacated for more than 20 years, the 1936 McCarren Pool, a Robert-Moses era landmark, has been brought back to its original grandeur, updated and added on to for contemporary uses. A year-round indoor recreation and community center now occupy the historic bathhouse and the pool, completely rebuilt, offers a new 'beach' peninsula which transforms into an ice skating rink in the winter.

Modern insertions within and adjacent to the original buildings defer to historic elements - the main archway entrance, the symmetry of the wings, and the exposed concrete ribs and vaults of the interior structure - and engage details from the building's history, materials and function. The symmetry of the plan informs the location of new changing pavilions poolside. These poured-in-place concrete structures are lightweight, modern interpretations of McCarren's own canopy overlook. Inside the bathhouse wings, the concrete structure remains exposed in the restoration with new clerestories for visual continuity of the original vaults and added daylight. The community center contains a basketball court, weight and cardio areas as well as multipurpose meeting rooms and offices. The original wire storage baskets for swimmers were discovered and reused on the ceiling of the two building lobbies. Salvaged wood planks from the Coney Island boardwalk were refinished and line many of the walls of the community rooms and pavilions.

### AWARDS

. MASTerworks Award for Best Restoration

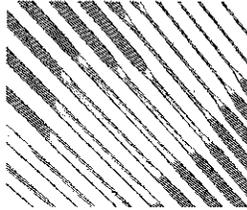




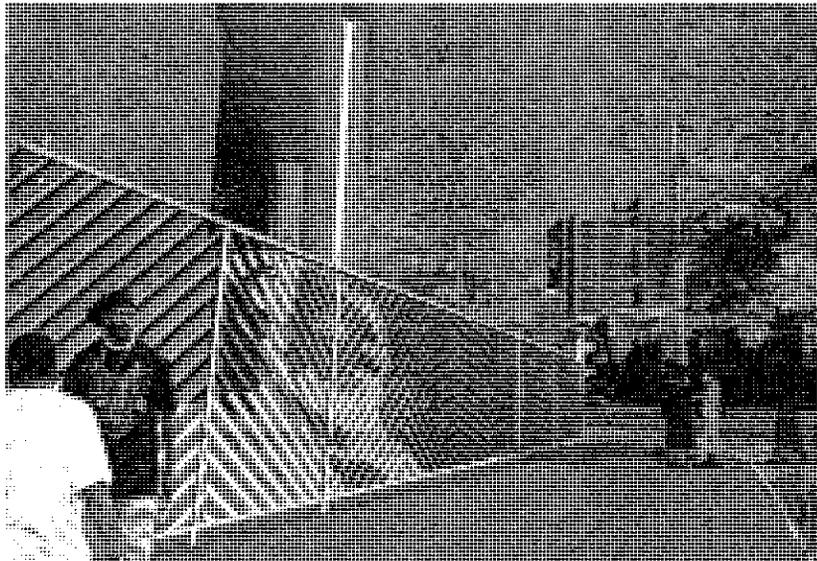
## II PAST PERFORMANCE

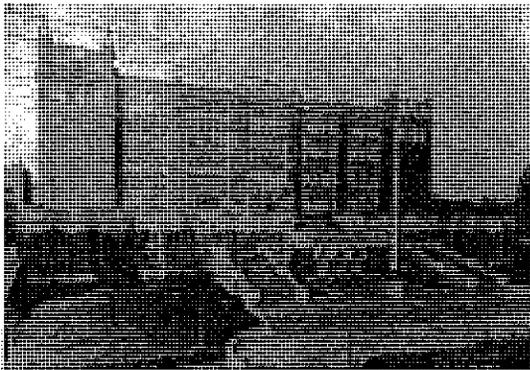
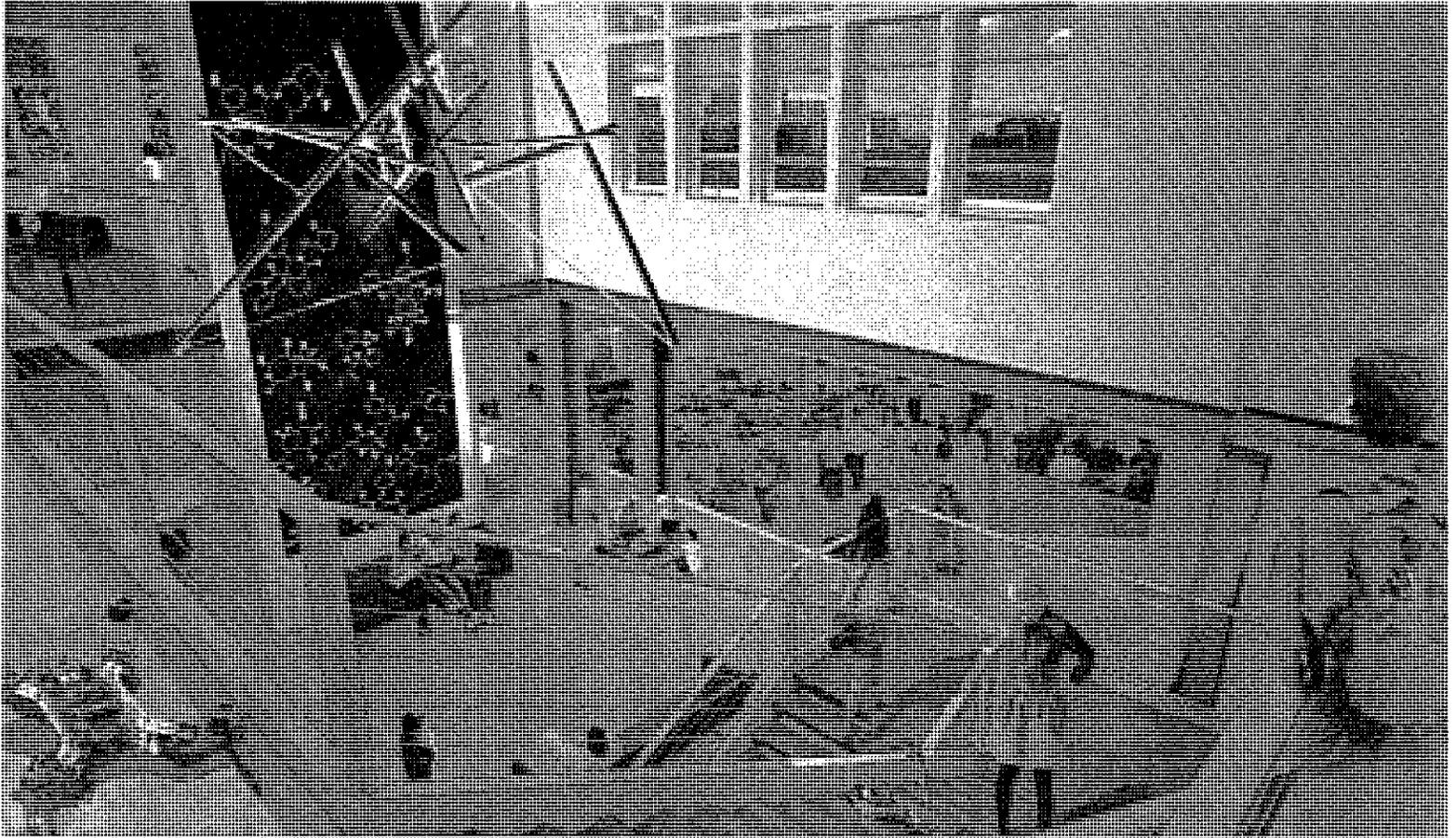
### LINCOLN PARK CHURCH GARDEN NEWARK, NJ

The design creates a new community performance space and garden in the vacant lot behind Newark's historic South Park Church. The client's desire for a private garden with public access required detailed consideration of thresholds, from the very public walkway to varying degrees of openness for the garden's interior. The façade, the sole remnant of the church, anchors a large street-facing performance space. The rhythm of the church nave is recaptured in trees and perimeter that defines the space. A community garden is fed by rain water collected from the site and adjacent buildings. In a contemporary reinterpretation of traditional wrought iron, the new front gate draws from neighborhood history, including Lincoln's speech from the church steps on his way to his presidential inauguration, and the neighborhood's jazz tradition.

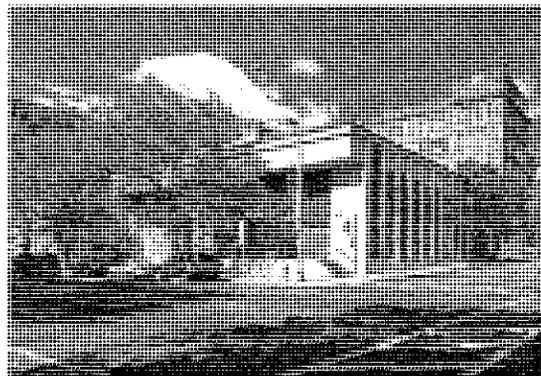


*Detail of Wrought-Iron Gate*





1912



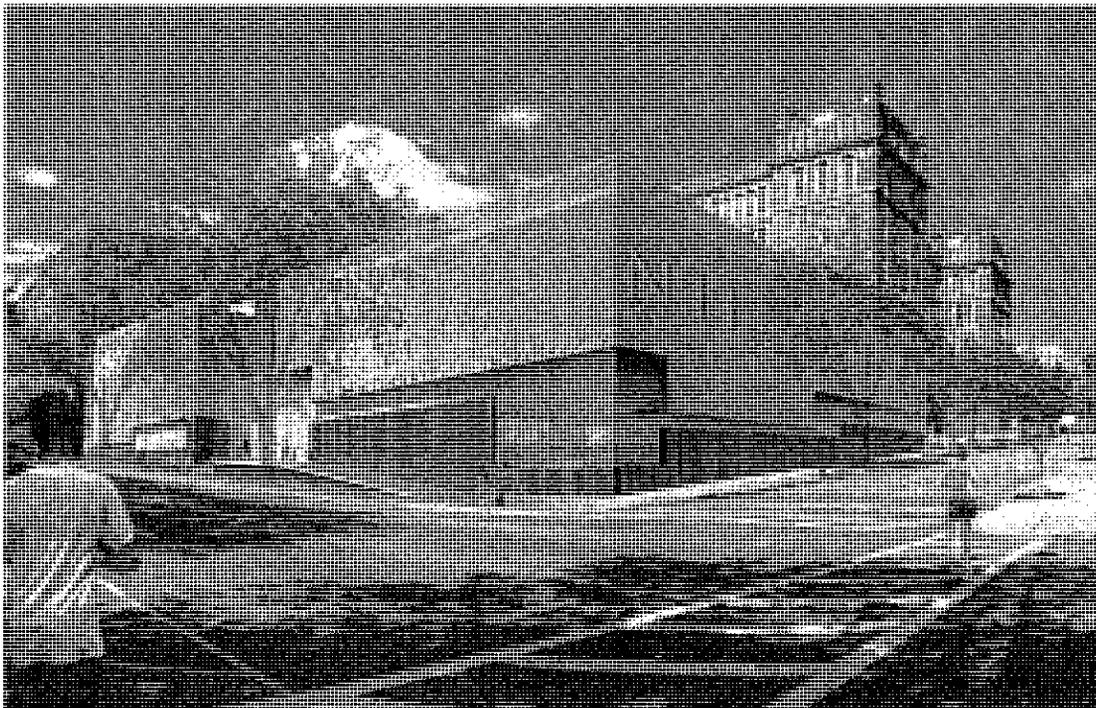
2010

## II PAST PERFORMANCE

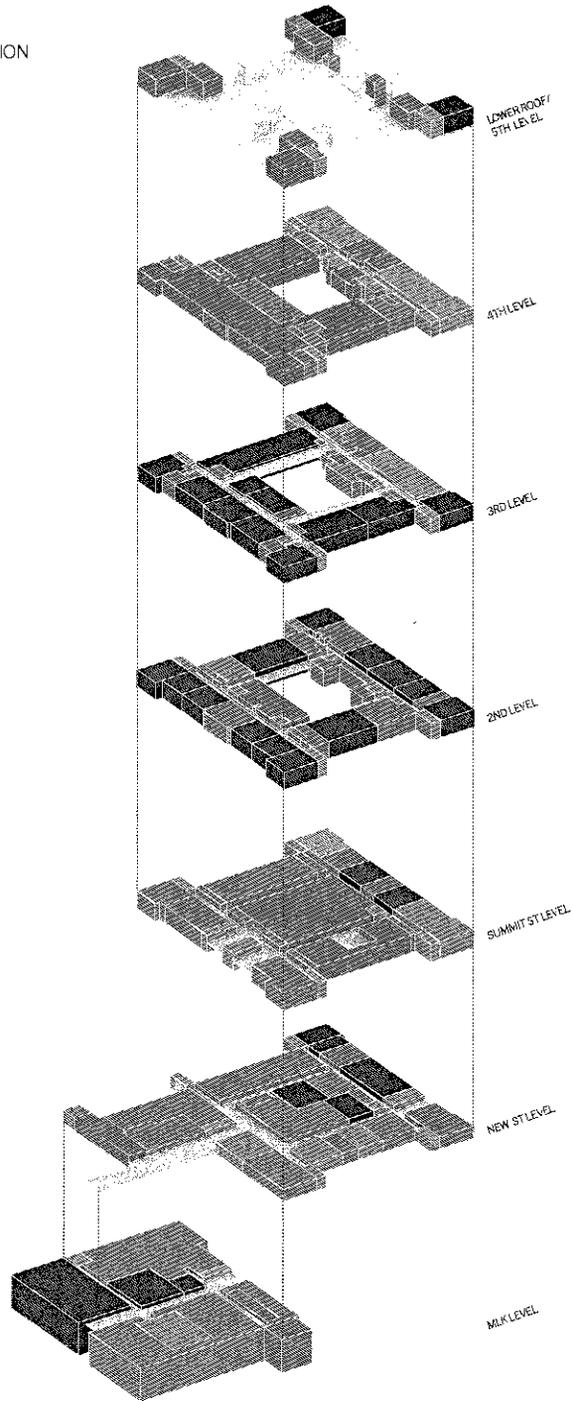
### **NEW JERSEY INSTITUTE OF TECHNOLOGY, KING BUILDING NEWARK, NJ**

At the juncture of NJIT's campus of quads and streets on an urban edge in downtown Newark, the King Building is poised to become the Institute's new public face. The renovation of this building into an Academic Center will reconnect the school to the city through a transformation of its brutal 1970s façade. The program proposes to alter the envelope of the building to create a visual connection from the street through the King Building to the grand 1912 landmark behind it.

The centerpiece of the project is a Discovery Hall, a central place where exhibit, production and presentation spaces are organized to feed off each other to encourage cross-pollination of ideas. Classrooms are designed on a flexible model, able to accommodate moderated discussions, lecture formats or small group study. An 800-seat auditorium, gym and pool will be renovated. The new Academic Center will act as a counterpoint to the Student Center, with social components tied to teaching, research and study.



PROGRAM DISTRIBUTION

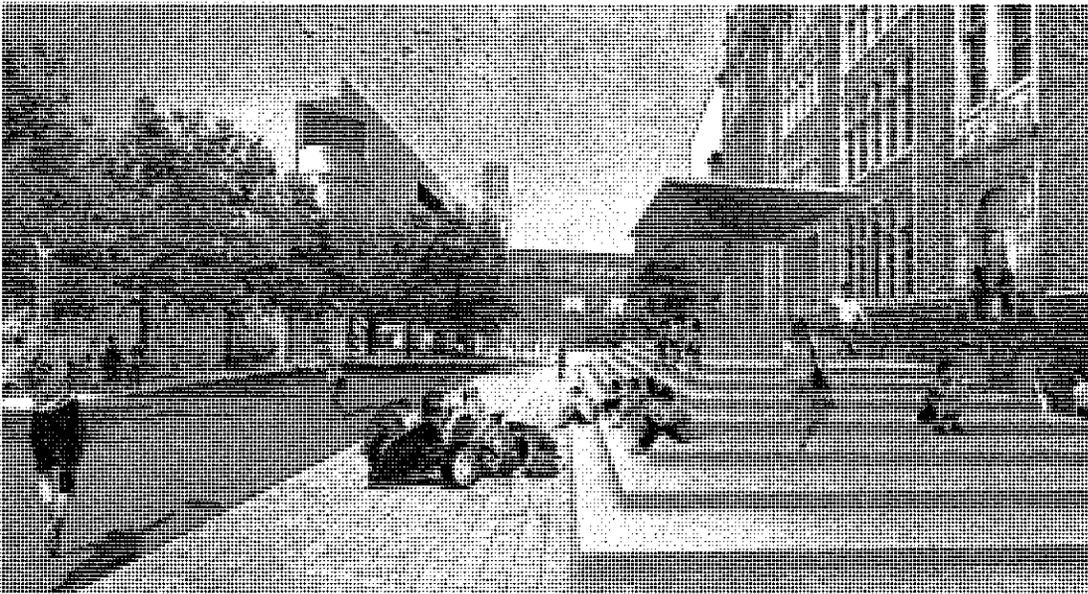
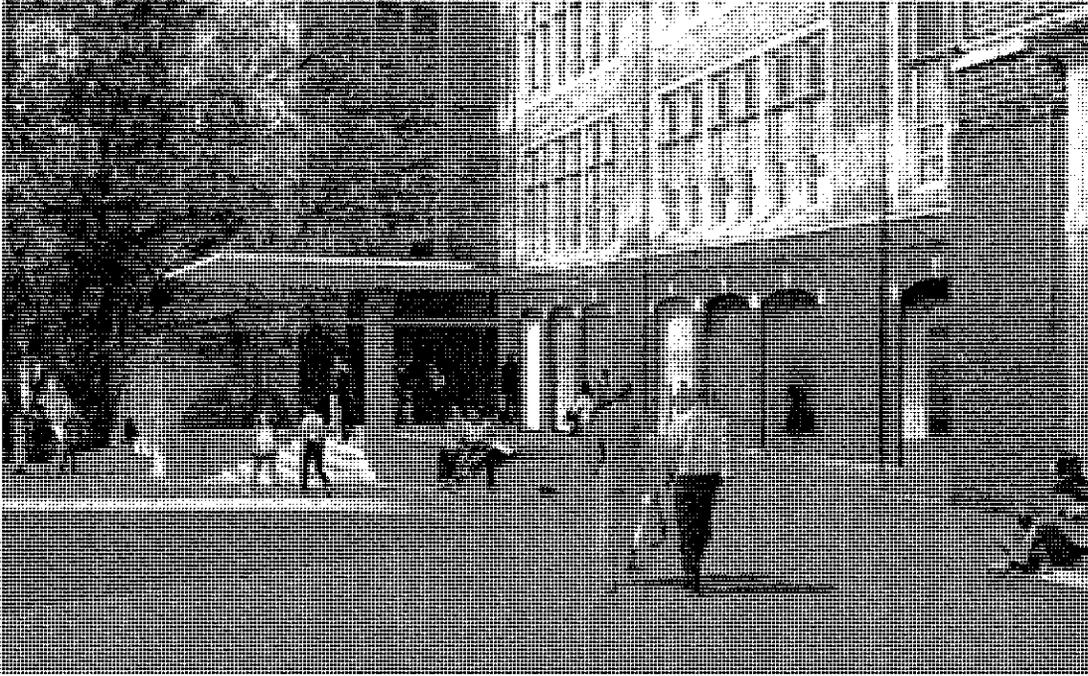


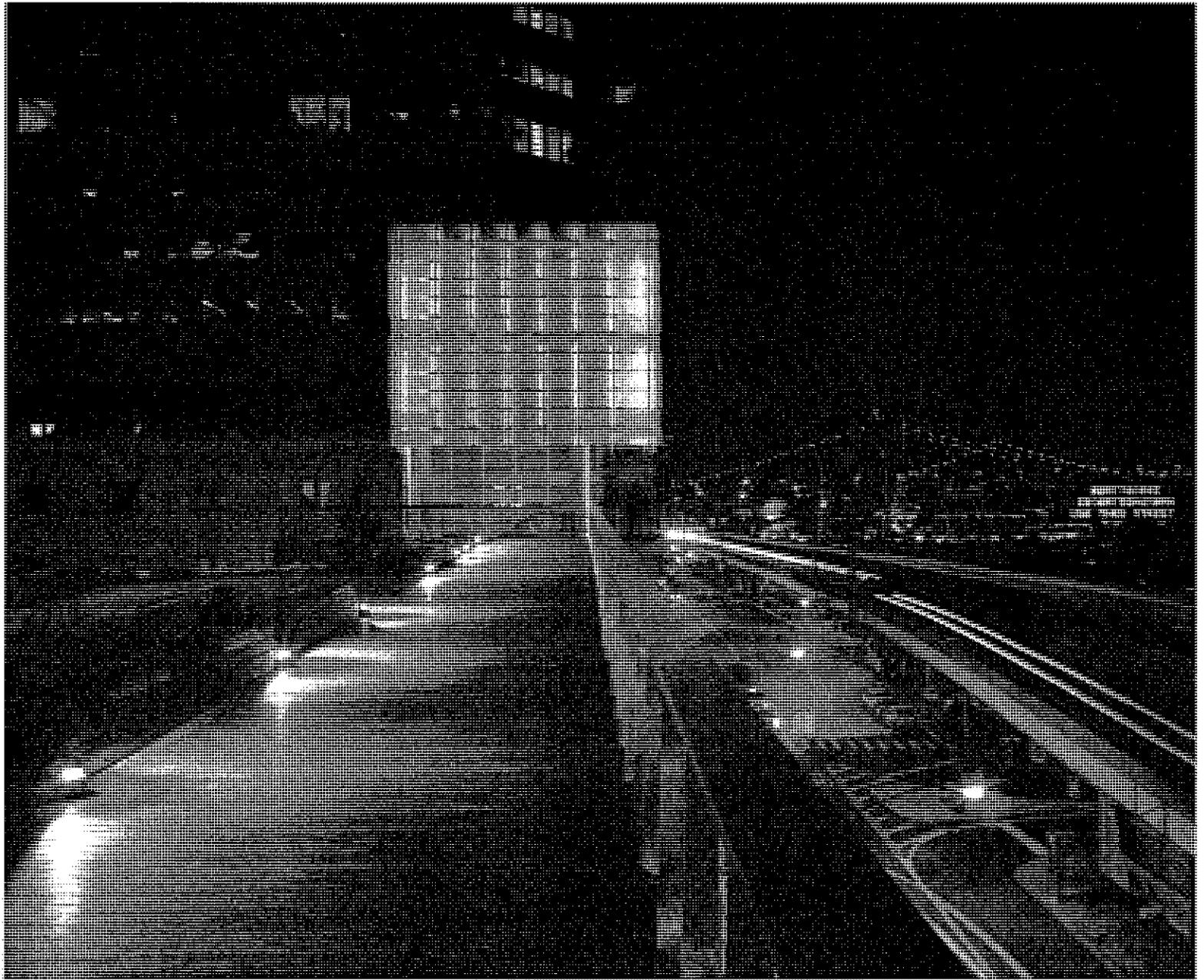
PROGRAM LEGEND

- Classroom + Scale Up  
Project Room  
Studio
- Research Lab  
Lab Support Space  
Biology Offices
- Meeting Room  
Reading Room  
Cafe + Lounge + Exhibition
- Auditorium  
Black Box Theater  
Support Space
- Focused Learning Teaching
- Toilets + Elev + Mech  
Circulation

PROGRAM ORGANIZATION

II PAST PERFORMANCE





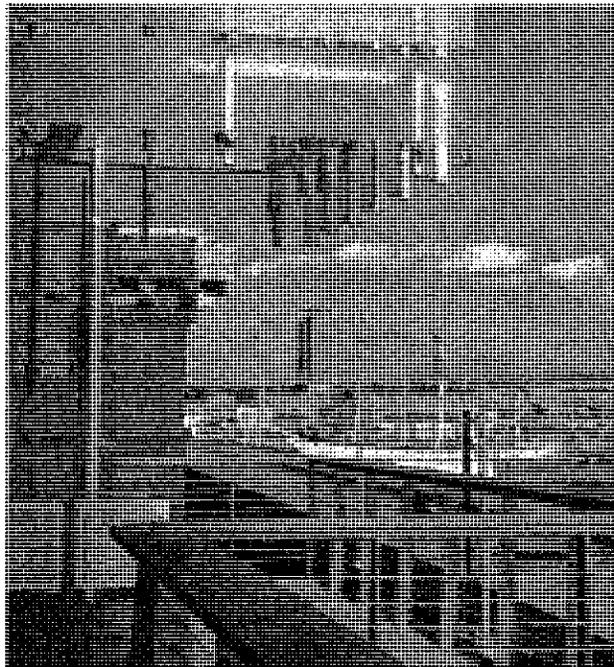
## II PAST PERFORMANCE

### THE ELEVATED ACRE AT 55 WATER STREET NEW YORK, NY

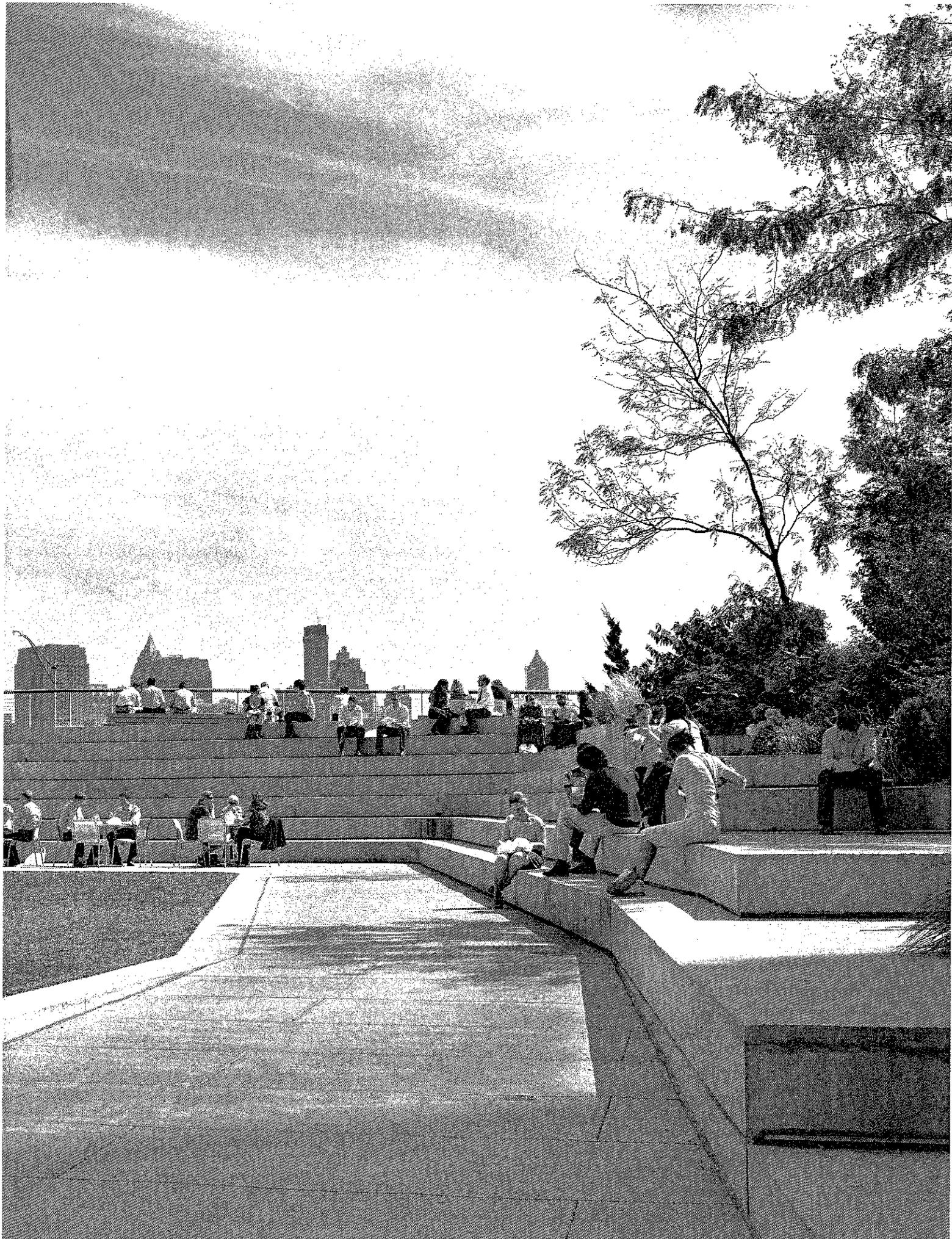
The design for this elevated plaza transforms a barren, windswept deck into a vibrant, multi-programmed and accessible public park. One acre in total area, the new park ties into the planned Green Necklace that circles the edge of Manhattan. A gleaming cascade of new escalators, stairs and planting beckons pedestrians at street level to discover what may be at the top. Once there, they enjoy panoramic views of the Brooklyn Bridge and New York Harbor amidst lush seasonal flora or under the plaza's beacon tower. Illuminated by programmable LEDs, the tower announces the park to visitors along the highway, the harbor and across the river in Brooklyn Heights. It also provides support space for year-round event planning, additional park amenities and concession services. The plaza is designed to host a wide range of programs from ice-rink, to outdoor amphitheater, to wedding receptions. It has become a favorite spot for commuters to enjoy their lunch break, for tourists to take in views of the Brooklyn Bridge and for neighbors to meet for movies under the stars. (With Ken Smith Landscape Architect)

#### AWARDS

- . AIA New York State Collaborative Design Merit
- . AIA NYC Building Type Awards Urban Design Honor
- . Municipal Art Society NYC Masterwork Award







# **III INDIVIDUALS**

## **JONATHAN J MARVEL, FAIA, PRINCIPAL**

Born in San Juan, PR, Jonathan Marvel started his professional career in the office of Richard Meier, working on the Getty Museum, the High Museum and the Museu d'Art Contemporani in Barcelona. He began his private practice at the helm of Rogers Marvel Architects by winning a competition for El Museo del Barrio on Museum Mile in New York City. He has since led the design and planning of art galleries, libraries, museums, art schools, public spaces and streetscapes. Jonathan imbues architecture with depth and meaning, forging constraints of sustainability, site, and security into bold forms and dynamic spaces. Using light, movement and materiality, he composes architectural spaces with sensitivity to the spheres of public and private, old and new, day and night. From a rigorous analysis of the history, context, and program of each project, he creates an expressive language of architectural artifacts that engage the user, defining our place and time. He has taught and lectured widely, and sits on the board of the Isamu Noguchi Museum, the Buckminster Fuller Institute and the Van Alen Institute. Jonathan has edited several books on architecture and lives in Brooklyn with his two children.



### REFERENCES

CHARLES MCKINNEY,  
HON. AIA, ASLA  
Principal Urban Designer  
New York City Department of  
Parks and Recreation  
Charles.McKinney@parks.  
nyc.gov  
Project: Mill Pond Park

BARRY SERNLICHT  
Founder and CEO  
Starwood Capital Group  
(203) 422-7700  
Project: One Hotel at Brooklyn  
Bridge Park

### PRACTICE

Marvel Architects, New York, 2013-Present  
Rogers Marvel Architects, New York, 1992-2013  
Jonathan Marvel Architect, New York, 1990-1992  
Richard Meier & Partners, New York, 1986-1990

### SELECTED PROJECTS

New Jersey Institute of Technology, King Building Renovation, Newark, NJ  
One Hotel, Brooklyn Bridge Park, Brooklyn, NY  
Pierhouse at Brooklyn Bridge Park, Brooklyn NY  
McCarren Pool and Bathhouse, Brooklyn, NY  
Governors Island Park and Public Space Masterplan, New York, NY  
Berry Lane Park, Newark, NJ  
Liberty Harbor Masterplan, Jersey City, NY  
Battery Park City Streetscapes and Security, New York, NY  
New York Stock Exchange Streetscapes and Security, New York, NY  
Theory World Headquarters and Offices, New York, NY  
Constitution Gardens, Washington, D.C.  
55 Water Street, The Elevated Acre, New York, NY  
St. Ann's Warehouse, Brooklyn NY  
Harvard Club Renovation, New York, NY  
American Physical Society, Ridge, NY

### III INDIVIDUALS

#### LECTURES

Ciclo De Conferencias. Occupy: Architecture in the City, The Underlying Tension Between public and private space, 2013  
A Harvard Conference on Public Space, Putting Public Space in its Place, 2013  
National Association of City Transportation Officials, Designing Cities: Leading the Way to World Class Streets, in New York City, 2012  
National Building Museum, Keynote Speaker, Spotlight on Design, 2012  
Thayer School of Engineering, Dartmouth College, Structure Synthesis, 2010  
Syracuse University, Formerly Urban: Projecting Rust Belt Futures Conference, 2010  
National Building Museum, Buckminster Fuller and the Central Union Dome, 2010  
ICFF, Metropolis Magazine, Buckminster Fuller in the 21st Century, 2010  
Penn Institute for Urban Research, Re-Imagining Cities: Urban Design After the Age of Oil, 2008  
Universidad de San Francisco, New York Design, Quito, Ecuador Spring, 2007  
The Townhouse, From Rome to Brooklyn, 2006  
AIA New York State, Perimeter Security in Public Space 2005  
Van Alen Institute, Public Projects in New York City 2005

#### BOARD OF DIRECTORS

Buckminster Fuller Institute, 2006-Present  
Isamu Noguchi: Garden Museum, 2011  
Friends of Public Space, Advisory Board 2012  
South Fork Museum of Natural History, 1998-Present  
Van Alen Institute, Secretary, Executive Committee, 2009-Present  
Greenwich Village High School 2007-2009  
Harvard Design Magazine, Member, 2006-Present  
AIA New York Chapter, Board of Directors 2002-2004,  
Nomination Committee 2009  
AIA New York State, 2011-2012

#### REGISTRATIONS

Fellow, AIA  
Registered Architect, New York, New Jersey, Oklahoma, Maryland. NCARB

#### EDUCATION

Harvard University, Graduate School of Design, Masters in Architecture, 1986  
Dartmouth College, Bachelor of Arts, Major in Visual Studies/Geography, 1982

## GUIDO HARTRAY, RA, PARTNER

Guido Hartray is dedicated to creating architecture that contributes to an environment that is greater than the individual project. Whether the context of the intervention is an urban neighborhood, a campus, or an existing building Guido's design strategy builds from the context to develop designs that transform their surroundings. It is the relationship that a project establishes with elements beyond its limits that makes it an exciting and engaging place to inhabit. Guido has applied this strategy to integrating infrastructural elements in urban neighborhoods as well and transformations of existing buildings. The dialogue between new and existing, project and neighborhood, infrastructure and architecture makes spaces that engage their inhabitants.



### REFERENCES

JOSEPH TARTAGLIA  
Associate Vice President for  
Facilities Maintenance  
New Jersey Institute of  
Technology  
(973) 596-5279  
Project: Central King Building  
Renovation and Design

JOHN W. GULLIXSON, ESQ.  
Senior Project Manager  
Toll Brothers City Living  
(212) 742-0835  
Project: Pierhouse at Brooklyn  
Bridge Park

### PRACTICE

Marvel Partners, New York 2013-Present

Pierhouse at Brooklyn Bridge Park, Brooklyn, NY

New Jersey Institute of Technology, King Building Renovation, Newark, NJ

Rogers Marvel Architects, New York 2002-2008, 2012-2013

Governors Island Park and Open Space Masterplan, New York, NY

Theory Headquarters, Offices, New York, New York, NY

Pratt Institute School of Architecture, Brooklyn, NY

Hudson Square Streetscapes, New York, NY

Gansevoort Streetscapes, New York, NY

American Physical Society, Ridge, NY

200 Water Street Plaza, New York, NY

Metropolitan Transportation Association Flood Mitigation, New York, NY

Gowanus Green Streetscapes and Urban Design, Brooklyn, NY

St John's Bread and Life Social Service Center, Brooklyn, NY

Food Bank of New York, New York, NY

CREATE Chinatown Cultural Arts Center, New York, NY

City of New York Department of Design and Construction Libraries, NY

Chicago Public Schools Design Competition

Queens Plaza Ideas Design Competition

Museo de Arte Contemporanea de Barcelona, Barcelona, Spain 1995-1997,

Curator. Jose Luis Sert in New York, research and documentation of the  
Architect's work and teaching on urban design and public space.

Architectural Association, London 1995-1997, Curator, Coderch's Barceloneta  
Housing

### III INDIVIDUALS

AM Arquitectos, Barcelona, Spain 1996, Highrise residential development in Badalona, Spain

Nagle Hartray & Associates, Chicago 1993

Pica Ciamarra Associati, Naples, Italy 1989-1990

#### EDUCATION

Harvard University, Graduate School of Design, Master of Architecture 1994

Miami University, Ohio, Bachelor of Environmental Design 1989

#### TEACHING

Pratt Institute, School of Architecture, Visiting Professor, Building Architecture Seminar, 2005

New Jersey Institute of Technology, Transit Oriented Development Studio, MIP program 2009

Parsons School of Design, Studio Instructor, 2nd year Graduate program, 2009-2011

Cornell University, Studio Instructor Bronx TOD studio, 2009

Columbia University/Barnard School of Architecture, Guest Lecturer 2006-present

#### AWARDS

Fulbright Scholar, Spain 1994-1995. Study of Barcelona's urbanism and the strategies employed to rehabilitate marginal neighborhoods in the period leading up the 1992 Olympics.

Big Shoulders Small Schools, Chicago Public Schools Design Competition, Notable Design Commendation, 2001

Van Alen Institute, Queens Plaza Design Ideas Competition, Honorable Mention 2001

21st Century Streets Design Competition, Winner, 2008

#### REGISTRATIONS

Registered Architect, New York

## KYLE MAY, RA, DESIGNER

Kyle's work stems from a significant interest in architectural critique, writing, and theory. As he practices architecture he strives for rigorous conceptual clarity, unique programming, material exploration and innovative detailing in his projects. Not quite a contrarian, Kyle approaches projects by analyzing numerous precedents and exploring avenues which have not been of interest to his predecessors, and therefore are ripe with opportunity. By understanding the givens and ignorantly questioning them, Kyle aims to create radical new alternatives to existing typologies.



### PRACTICE

Marvel Partners, New York 2013-Present

Pierhouse at Brooklyn Bridge Park, Brooklyn, NY

Rogers Marvel Architects, New York 2012-2013

Dartmouth Hopkins Center Proposal, Hanover, NH

CLOG, Brooklyn, NY, Editor in Chief and Co-Founder 2011-Present

CLOG: Big, Apple, Data Space, Rendering, National Mall, Brutalism

Private practice, New York, NY

Westlake, Reed, Leskosky, New York, NY, Project Designer 2009-2011

FACE Design + Fabrication, Brooklyn, NY, Project Designer /

Fabricator 2008-2009

Openshop | Studio, New York, NY, Junior Designer, 2008

RE X, New York, NY, Junior Designer, 2007-2008

### EDUCATION

Kent State University, Masters in Architecture with Distinction in Thesis, 2007

Kent State University, Bachelors of Science in Architecture - Summa Cum Laude  
with Honors, 2005

### TEACHING

Syracuse University, Visiting Critic, 2012-present

Kent State University, Visiting Critic, 2010-present

### BOARDS

Wallace K. Harrison Secretariat, Secretary of Architecture, 2012-present

Cleveland Urban Design Collaborative, Urban Infill Editorial Board Member,  
2011-present

### III INDIVIDUALS

#### WRITING

CLOG : Brutalism, "Breuer Turns 55" Feb 2013

CLOG : National Mall "Memorial Lifespan," November 2012

Diagrammatically - Urban Infill vol. 5 "Moments over Inertia," September 2012

CLOG : Rendering, "Rendering to Build," August 2012

CLOG : Data Space "What's Really Inside the Box," May 2012

CLOG : Apple "Location, Location, Location" and "The Second Coming?"  
February 2012

Bi-Blog "Corner" November 2011

CLOG : BIG "Sacrifices Made for the Diagram" and "Decoration" October 2011

#### LECTURES

CLOG : National Mall Launch -- "The Future of the Memorial," MoMA PS1,  
Long Island City, NY 2013

CLOG : Data Space Launch, McNally Jackson, New York, NY 2012

(Post)Material, ICFF at The Tunnel, New York, NY 2012

Archizines, Storefront for Art and Architecture, New York, NY 2012

Young Journals, Cooper Union, New York, NY 2012

CLOG, MIT Media Lab, Cambridge, MA 2012

CLOG : Apple, Van Alen Bookstore, New York, NY 2012

Interrogation of Bjarke Ingels / Launch of CLOG : BIG, Storefront for Art and  
Architecture, New York, NY 2011

#### AWARDS

Times Square Valentine Heart Invited Competition, "Two Hearts" Finalist, 2013

AIDS Memorial Park Competition, "The Light of Hope" Honorable Mention, 2012

Sukkah City International Design Competition, "LOG" Selected as Finalist, 2010

New Practices Award, with Openshop | Studio, 2008

AIA Ohio Award for Poto:Type, 2007

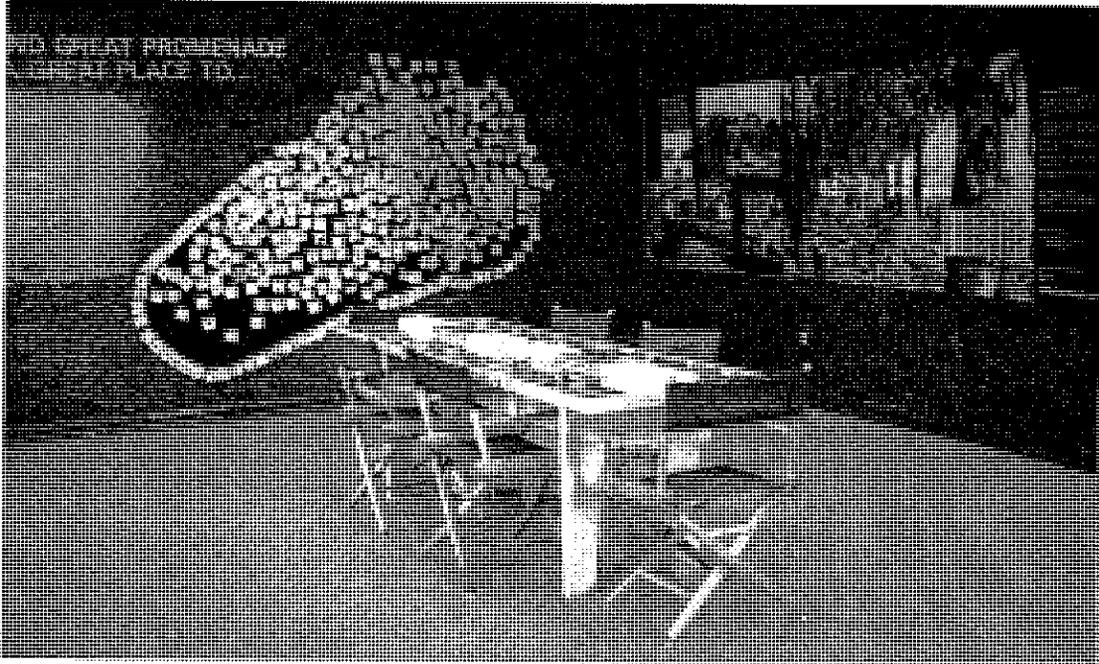
Poto:Type International Design Competition, "OTO" First Prize, 2007

AIA Scholarship - University's Top Designer, 2006

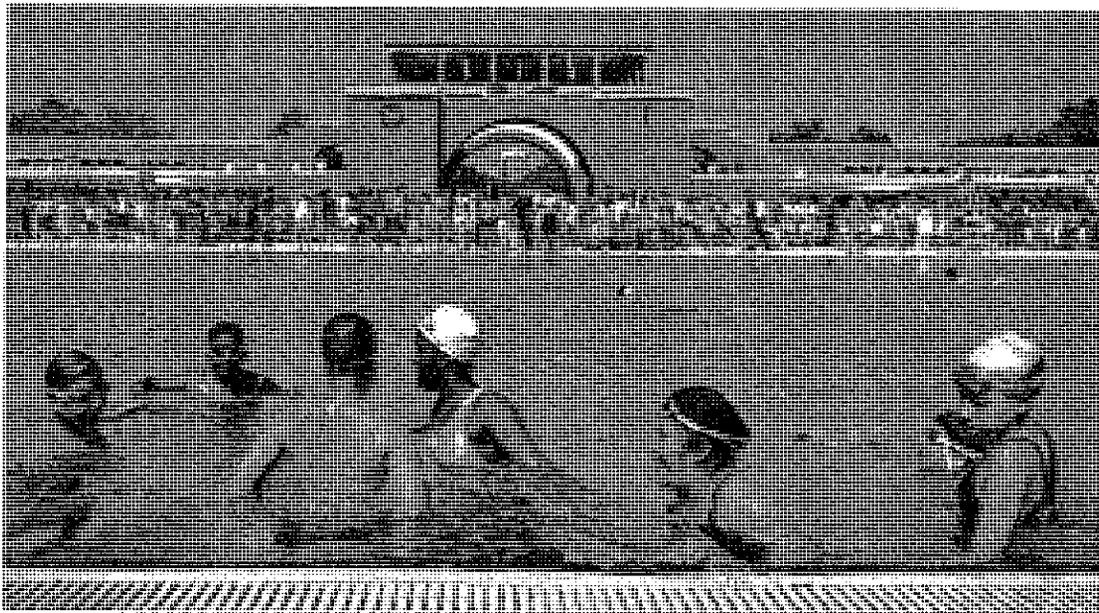
#### REGISTRATIONS

Registered Architect, Ohio

**IV TECHNICAL PROCESS +  
EQUIPMENT:  
PUBLIC OUTREACH**



For the Governors Island Park Masterplan we developed a plan that overcame the challenge of a park with no immediate neighbors, engaging current park visitors in playful and appealing activities designed to elicit input from regional residents as well as visitors from around the world.

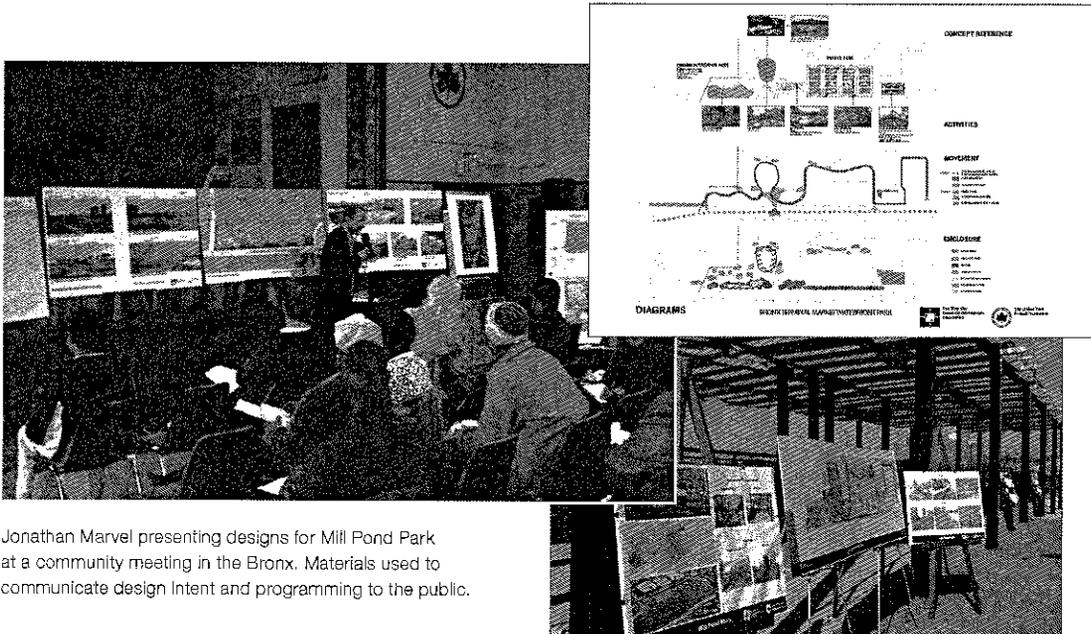


In the design and renovation of McCarren Pool and Bathhouse we were an active participant in community outreach efforts and public listening sessions to understand community programming options and neighborhood needs in the redevelopment of this abandoned facility for year-round uses beyond the summer swimming season.

## IV PUBLIC OUTREACH

Marvel Architects has developed outreach strategies to include the larger community in our design process. We value the collaboration of community members as our designs go beyond the aesthetic and aim to enhance the quality of the urban experience.

Our office has expert communications capabilities, including graphics, rendering and model building, which prove useful in the public arena. We generate visual materials to explain and support design decisions to a broad audience. These materials are used in presentations to earn formal and informal approvals and generate capital for construction and operations. Our past experiences in this critical area will aid the City of Hoboken's communications team throughout the course of the project.



Jonathan Marvel presenting designs for Mill Pond Park at a community meeting in the Bronx. Materials used to communicate design intent and programming to the public.

For the Masterplan and Schematic Design of Mill Pond Park, in the former Bronx Terminal Market, we followed a process that is very similar to how we would address the concerns facing the City of Hoboken in the design of a new boat house. The schedule as follows was designed around two parallel processes: meeting community desires and fundraising.

General outreach program for Mill Pond Park:

- . Participation at an initial public listening session to establish public program desires and needs for the site
- . Coordinated site information and project influences regarding
  - Shoreline repair and restoration with the US Army Corps and DEC
  - Demolition of abandoned terminal buildings
  - Ongoing reconstruction of adjacent Yankee stadium and surrounding parkland
  - New Metro North rail station and bridge connection to site
  - New retail development buildings across from the site
  - Removal of hazardous materials from prior industrial contamination
- . Produced Schematic design and presented to Community Board for Approval
- . Further developed project, including all layouts and material selections and presented to NYC Arts Commission for approval
- . Completed parallel production of
  - Presentation materials for public review
  - Architectural landscape documents for cost estimating
- . All of above tasks and approvals completed in 6 months
- . \$23M project (site + landscape) + \$3M historic building renovation

## **COMMUNITY EFFORT**

Many of MA's most important projects rely on stakeholder and community participation. These projects include:

Berry Lane Park, NJ

Governors Island, NY

Mill Pond Park, Bronx, NY

Gowanus Green, Brooklyn, NY

McCarren Pool and Bathhouse, Brooklyn, NY

Brooklyn Memorial Naval Yard Cemetery, NY

New York Financial District Streetscapes + Security, NY

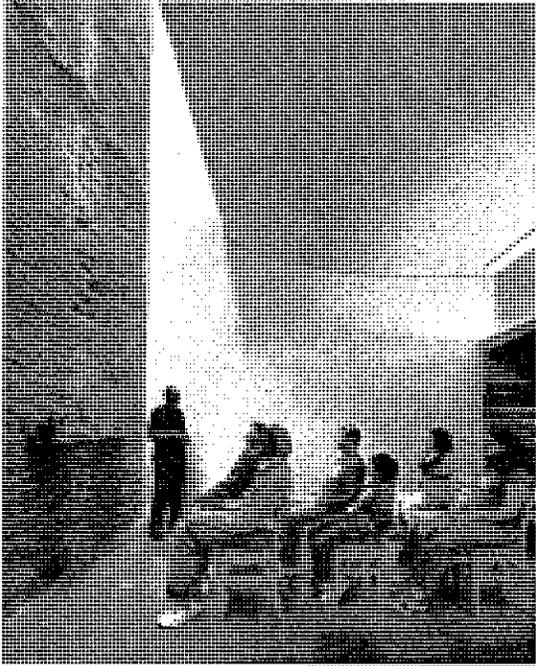
Dartmouth College, NH

University of Georgia, GA

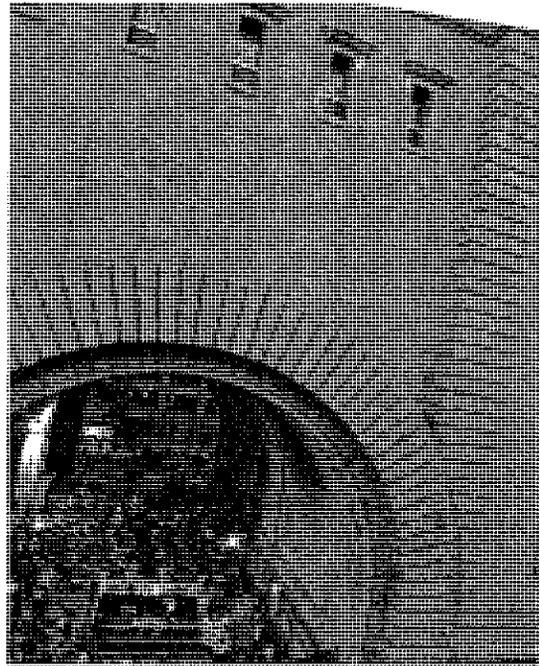
Pentagon South Plaza Master Plan, VA

Battery Park City Streetscapes and Security, NY

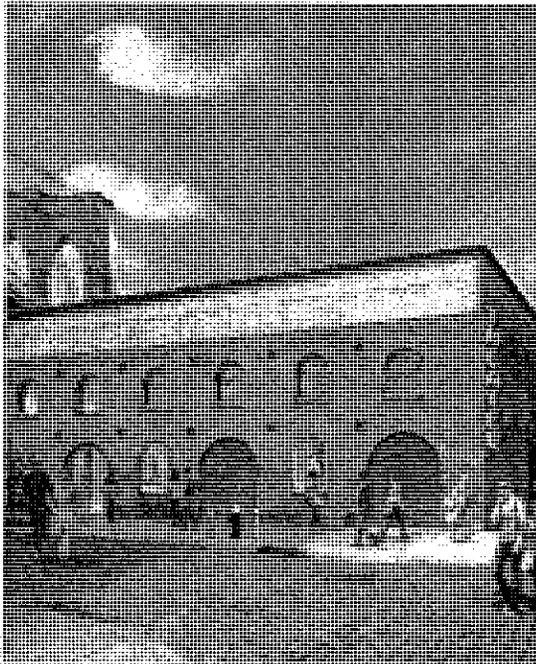
Mill Pond River Park "Frog" Rest Rooms, CT



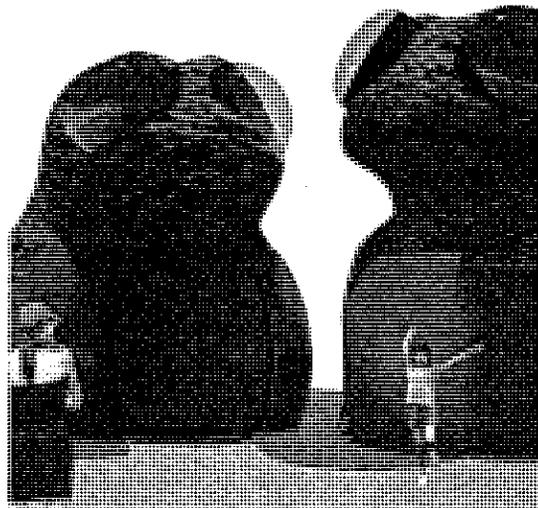
St. John's Bread And Life, Soup Kitchen And Community Resource Center, NY



Manhattan Bridge Anchorage Programming, NY



St. Ann's Episcopal Church, NY



Mill River Park "Frog" Rest Rooms, CT

## V SCHEDULE + FEE

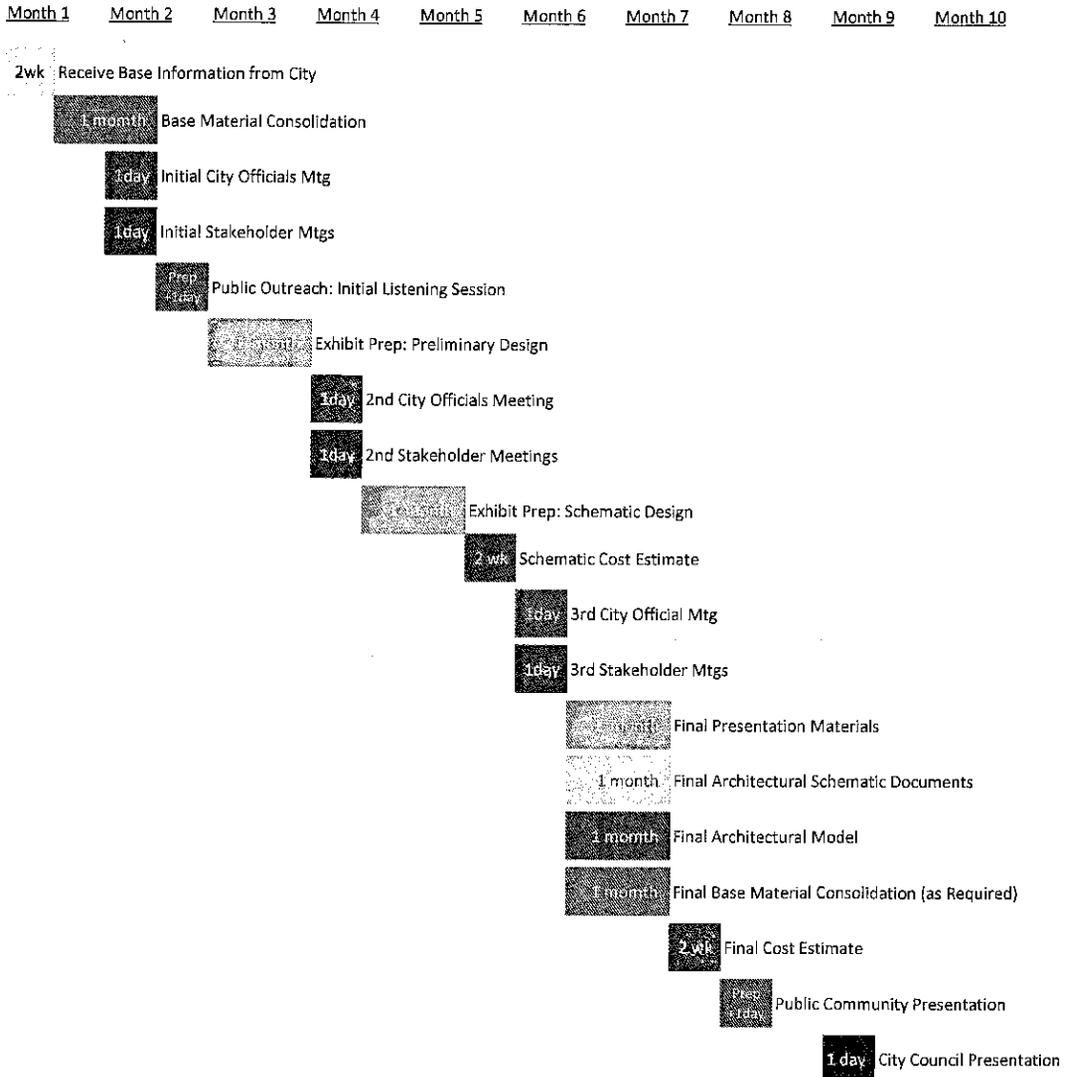
### **COST AND SCHEDULE CONTROL/ABILITY TO MEET TIMEFRAME**

Process, budget and schedule expectations and deliverables are determined early with the client and communicated to all team members so that design choices are made with awareness of their consequences. Our teams are co-led by a Project Manager and a Lead Designer who have worked together on many projects and overseen by a Principal-in-Charge and the firm's Technical Director for quality control. The Project Manager works with the design team to ensure costs and schedules are met, and leads the construction phase.

Project priorities, desires and constraints are established at the start of the project and aligned with costs and schedule. We then develop a project schedule with the client's team that includes phase durations, submission deadlines, and client and agency review and approval periods. We strategize the most effective method of construction procurement with our client and administer the construction contract to maximize value and insure timely occupancy.

Cost estimators often support our team and supplement our internal cost control methodology. We recommend a cost estimate at the end of each phase to allow opportunities for scope adjustments that meet current market conditions. We prepare thorough design documents throughout the process to enable effective cost estimating and scope or budget adjustments.

## BOAT HOUSE AT HOBOKEN COVER SITE PRELIMINARY SCHEDULE OUTLINE



**CITY OF HOBOKEN, NEW JERSEY LAW DIVISION /  
BOAT HOUSE AT HOBOKEN COVE SITE  
PROPOSAL FOR ARCHITECTURAL SERVICES**

August 20, 2013

ARCHITECTURAL SERVICES

Marvel Architects, PLLC (MA/the 'Architect') is pleased to submit a fee proposal for Architectural and related consulting services to the City of Hoboken (the 'Client') relating to the schematic design for a boat house at Hoboken Cove.

CONSULTANTS

MA expects to retain the following sub-consultants:

- . Cost Management Consultant

MA will assist in the coordination of the work of the following consultants retained by the Client for this project:

- . Civil Engineer
- . Geotechnical Engineer
- . Structural Engineer
- . Building Systems Engineer - Mechanical/Electrical/Plumbing/Fire Protection

Other consultants to be retained by the Client for this project may include:

- . Surveyor
- . Code Consultant
- . Landscape Architect
- . Sustainability Consultant
- . Voice and Data Information Technology / Security
- . ADAAG Consultant

Compensation for consultants retained by the Architect, other than those listed in this agreement, will be the amount invoiced to the client plus twenty percent (20%).

SCOPE CLARIFICATIONS

Extent of the scope of work includes schematic design for a new boat house at Hoboken Cove, sited between the Park Avenue Bridge and a planned boat launch near 16th Street. The building is anticipated to be approximately 3,500sf.

In addition to design, a series of community, agency and city administration coordination and presentation meetings are anticipated. These include:

- . Three (3) City Official Meetings
- . Three (3) Stakeholder Meetings
- . Two (2) Community Listening Sessions and/or Presentations
- . One (1) City Council Presentation

Project Deliverables include:

- . Progress plans, diagrams and illustrations for preliminary design and progress schematic design presentations and discussions
- . Final illustrative plans, elevations, diagrams and illustrations representing the final schematic design for public and city administration presentation and circulation
- . Final architectural schematic plans, elevations, sections and key details. These will include key dimensions and notes for building materials and assemblies
- . Model of the final schematic design

A reference site plan or survey and the completed master plan will be provided by the Client.

Required information and design regarding any necessary shoreline work, soils conditions, incoming utility services and hazardous site materials mitigation (if required) will be provided by the Client or developed by the Client's engineering team.

#### FEE PROPOSAL

The proposed fee for basic Architectural services described above is \$90,000.

The project is anticipated to have a duration not to exceed 10 months.

**V SCHEDULE + FEE**

FEE SCHEDULE AND TIMELINE

Non-Refundable Retainer		\$5,000	
<hr/>			
PHASE	% OF FEE	FEE	PROJECTED DURATION
Preliminary Schematic Design	45%	\$40,500	3 months
Final Schematic Design	50%	\$45,000	4 months
Final Community Presentation and City Council Presentation	5%	\$4,500	n/a
<hr/>			
Total Basic Service fee	100%	\$90,000	7 months *
<hr/>			
Allowances		\$7,000	

\* See project extension § 12.3

BILLING AND DOCUMENTS

Invoices will be issued monthly and will be based upon time accumulated or % complete of the lump sum fee. Invoices are due upon receipt. A non-refundable retainer of \$5,000 shall be paid upon signing of the agreement and will be credited against the final fee invoice. Invoices not paid within 30 days of issuance will thereafter accrue interest at 8% compounded monthly.

HOURLY RATES (2013):

Principal	\$300.00/hour
Director	\$275.00/hour
Associate	\$240.00/hour
Architect	\$190.00/hour
Sr. Designer	\$170.00/hour
Jr. Designer	\$115.00/hour
Administrative	\$ 90.00/hour

#### REIMBURSABLE EXPENSES

Above and beyond the architect's fees are reimbursable expenses. These normally include printing, travel, messengers, and other expenses directly relating to your project. These costs will be billed at 1.15 times the actual cost.

Records of Reimbursable Expenses shall be available to the Client upon request.

MA maintains a fully operational model shop and is also able to produce presentation quality graphic renderings. Through the normal course of project work MA may produce models and or graphic materials suitable for internal and Client design and review purposes. However, if special presentation model(s) or rendering(s) are required for specific events, presentations or other non-design related reason; this will be treated as a separate proposal.

#### ADDITIONAL SERVICES

On occasion, there are additional tasks to be performed that are outside the scope of basic services that may be cause for negotiated additional services to be charged based upon a lump sum or hourly basis. (See MA current Hourly Rates) The following additional service examples will only be pursued with the prior approval of the Client:

- . Client requested changes which affect the work of a previously completed phase
- . Significant or consequential change in scope or program allotments
- . Project extension – see § 12.3
- . Measured drawings
- . Existing facilities surveys
- . Site Evaluation and Planning
- . Building information modeling
- . Landscape design
- . On-site project representation
- . Telecommunications/data design
- . Security Evaluation and Planning
- . LEED® Certification
- . Architect Professional Self Certification filing of project with building department

#### PROJECT EXTENSION

If the Basic Services under this Agreement through Substantial Completion of the Work have not been completed within the period outlined in the Fee Schedule And Timeline through no fault of the Architect, the Architect and its retained consultants may suspend all services in their sole discretion on notice to the Owner unless and until the Owner shall a) pay the Architect 100% of its Basic Service Fee; b) 100% of all Additional Service fees then properly due; c) plus 100% of all Reimbursable Expenses incurred through the above stated date, including all consultants. Thereafter the Architect will promptly resume all contract services. Owner and Architect agree that all services rendered and Reimbursable Expenses incurred by the Architect and its consultants beyond the above noted expiration date shall be considered Additional Services and shall be invoiced by the Architect and paid for by the Owner in accord with the time limits under this Agreement.

# **VI PROPOSAL FORMS**

**CITY OF HOBOKEN  
PROPOSAL DOCUMENT CHECKLIST**  
Professional Services –Professional Architect for  
Design of Boat House at Hoboken Cove Site

REQUIRED	SUBMISSION REQUIREMENT	READ AND/OR SUBMITTED
X	One original/three copies/ one electronic copy of submission	X
X	Proposal Forms	X
X	Stockholder Disclosure Certificate	X
X	Non-Collusion Affidavit	X
X	New Jersey Business Registration Certificate	Marvel Architects will secure before signing contract
X	Mandatory Affirmative Action Language	X
X	Americans With Disabilities Act of 1990 Language	X
X	Insurance	X
NA	Prevailing Wages	X
NA	Public Works Vendor Registration Act	X
X	Nuclear-Free Hoboken Ordinance	X
X	City of Hoboken Pay to Play Disclosure Forms	X

**EXCEPTIONS TO SPECIFICATIONS  
AND  
ACCEPTANCE OF ADDENDA(UM)**  
Professional Services --Professional Architect for  
Design of Boat House at Hoboken Cove Site



COMPANY NAME Marvel Architects, PPLC

## FIRM QUALIFICATIONS

(Attach additional sheets if necessary)

COMPANY NAME Marvel Architects, PLLC

COMPANY LOCATIONS (if more than one, list principal location first)

145 Hudson Street, Third Floor, New York, NY 10013

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COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

Architectural Design Firm

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NUMBER OF EMPLOYEES 30

JOB CLASSIFICATION(S) OF EMPLOYEES (Include resumes of Managers and Supervisors as well as those who will be assigned to provide services)

Jonathan Marvel, FAIA, Principal, resume attached in proposal

Guido Hartray, AIA, Partner, resume attached in proposal

Lissa So, RA, Partner

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YEAR COMPANY WAS ESTABLISHED 2013

**AFFIRMATIVE ACTION COMPLIANCE NOTICE**

**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS  
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Marvel Architects, PLLC

SIGNATURE: 

PRINT NAME: Jonathan Marvel

TITLE: Principal

DATE: August 19, 2013

## STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.  
OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

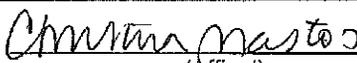
Check the box that represents the type of business organization:

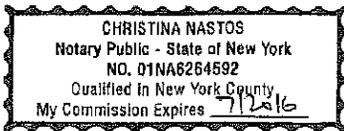
Partnership     Corporation     Sole Proprietorship     Limited Partnership  
 Limited Liability Corp.     Limited Liability Partnership     Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Jonathan Marvel Home Address: <b>25 Willow Place, Brooklyn NY 11201</b>	Name:  Home Address:  
Name: Lissa So Home Address: <b>550 Grand Street, Apt. G6b, New York NY 10002</b>	Name:  Home Address:  
Name: Guido Hartray Home Address: <b>208 East Broadway, Apt. J1602, New York, NY 10002</b>	Name:  Home Address:  

Subscribed and sworn before me this <u>19<sup>th</sup></u> day of <u>August</u> , 2013  (Notary Public)  My Commission expires: <u>7/2016</u>	<div style="text-align: center;">                       _____                      (Affiant)                 </div> <div style="text-align: center; margin-top: 10px;"> <u>CHRISTINA NASTOS</u>                      _____                      (Print name &amp; title of affiant)                 </div>
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**AMERICANS WITH DISABILITIES ACT OF 1990  
ACKNOWLEDGEMENT FORM**

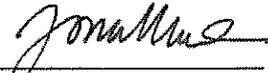
This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: Marvel Architects, PLLC

SIGNATURE: 

PRINT NAME: Jonathan Marvel

TITLE: Principal

DATE: August 19, 2013

**THE NUCLEAR-FREE HOBOKEN ORDINANCE**

- (1) FINDINGS: The People of the City of Hoboken hereby find that:
  - (a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.
  - (b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.
  - (c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.
  
- (2) POLICY: Hoboken shall be established as a Nuclear Free Zone.  
A Nuclear Free Zone shall be defined by these requirements:
  - (a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.
  - (b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.
  - (c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.
  - (d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.
  - (e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.
  
- (3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).
  
- (4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

\*\*\*\*\*  
CERTIFICATION: I hereby certify that Marvel Architects, PLLC does not engage in the production of nuclear weapons or components. (Name of Vendor)

August 19, 2013  
Date

  
Signature  
Principal  
Title



CITY OF HOBOKEN  
PAY TO PLAY COMPLIANCE CERTIFICATION

CERTIFICATION: I hereby certify that Marvel Architects, PLLC has not engaged in or been in any  
(Name of Vendor)

way involved in contributions or solicitations which violate the City of Hoboken's Pay to Play Ordinance (Code Chapter 20A, 20B, 20C, or 20D).

August 19, 2013  
Date

  
Signature  
Principal  
Title

Subscribed and sworn before me this <u>19<sup>th</sup></u> day of <u>August</u> , 2013.	<u>Christina Nastos</u> (Affiant)
(Notary Public)	<u>CHRISTINA NASTOS</u> (Print name & title of affiant)
My Commission expires: <u>7/2016</u>	

CHRISTINA NASTOS  
Notary Public - State of New York  
NO. 01NA6264592  
Qualified in New York County  
My Commission Expires 7/2016



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> PROSURANCE BROKERAGE ASSOCIATES, INC. 111 BROADWAY, SUITE 1404 NEW YORK, NY 10008-1901		<b>CONTACT NAME:</b> KATHY A. MOSSUTO <b>PHONE (A/C, No. Ext):</b> (212) 693-1550 <b>FAX (A/C, No):</b> (212) 406-0924 <b>E-MAIL ADDRESS:</b> KMOSUTO@PROREDINSURE.COM	
<b>INSURED</b> MARVEL ARCHITECTS, PLLC 145 HUDSON STREET, 3 <sup>RD</sup> FLOOR NEW YORK, NY 10013		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> THE PHOENIX INSURANCE COMPANY <b>INSURER B:</b> THE TRAVELERS INDEMNITY COMPANY <b>INSURER C:</b> NAVIGATORS INSURANCE COMPANY <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>NAIC #</b> 25623 25658 42307

**COVERAGES**      **CERTIFICATE NUMBER: 01**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADBL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			680-5D423121	08/16/2013	08/16/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			680-5D423121	08/16/2013	08/16/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			CUP-005D423	08/16/2013	08/16/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB5D081613	08/16/2013	08/03/2014	<input checked="" type="checkbox"/> W/C STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE-EA EMPLOYEE \$ 500,000 E.L. DISEASE- POLICY LIMIT \$ 500,000
C	ARCHITECTS PROFESSIONAL LIABILITY INSURANCE			CM13DPL02855	08/09/2013	08/09/2014	\$2,000,000 PER CLAIM \$2,000,000 ANNUAL AGGREGATE

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

<b>CERTIFICATE HOLDER</b> CITY OF HOBOKEN HOBOKEN, NJ	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Kathy A. Mossuto 
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# CITY OF HOBOKEN

## Department of Community Development

**DAWN ZIMMER**  
Mayor



**BRANDY FORBES**  
Director

### **MEMORANDUM**

Date: December 11, 2013

To: Hoboken City Council

Cc: Dawn Zimmer, Mayor  
Quentin Wiest, Business Administrator  
Mellissa Longo, Corporation Counsel

From: Brandy Forbes, Community Development Director *BF*

Subject: Award of Contract for Hoboken Cove Boathouse to Marvel Architects

The Hoboken Cove Community Boathouse, Inc. (HCCB) a 501c3 organization, received a \$100,000.00 grant from the Hudson County Open Space Trust Fund in 2007 for the purpose of developing a community boathouse. In 2012 the HCCB requested that the City of Hoboken become a co-grantee to allow the City to seek reimbursement for expenditures and since the proposed boathouse would be located on city property. The City Council in December 2012 agreed to become a co-grantee for the procurement of an architect to design the boathouse and to oversee the work of such (see attached resolution).

Working with the HCCB, the City created a Request for Proposals (RFP) for an architect to design the boathouse. The RFP was advertised in July 2013 and proposals were received on August 20, 2013. The City conducted an internal review of those applications, based on the best practices. The evaluations were completed on September 20, 2013 and presented to the HCCB for their review and recommendations. The boathouse group, knowing the requirements for kayaking programs and boat storage needs, reviewed the top five proposals and made a recommendation of two of the top candidates for interviews. On December 4, 2013 the City Administration with HCCB representatives interviewed those two candidates and jointly determined that Marvel Architects has the best expertise and prior experience in boathouse design to match the needs for this project.

The recommendation is to award the contract for Hoboken Cove Boat House Architectural Design to Marvel Architects of 145 Hudson Street, New York, NY for a total dollar amount not to exceed \$97,000.00. This is to be paid from the Hudson County Open Space Trust Fund grant that was received by the HCCB, of which the City is the co-grantee.

A copy of the co-grantee resolution and the Marvel Architects proposal is attached to this memo as a part of your City Council agenda packets. If you have any questions regarding this proposal or recommendation or the process itself please feel free to forward them in advance of the meeting to Business Administrator Quentin Wiest so that we will be sure to address those inquiries at or before the meeting. Thank you.

Sponsored by: David S. B.  
Seconded by: [Signature]

6

City of Hoboken  
Resolution No.: 12-904

**RESOLUTION TO AUTHORIZE THE CITY OF HOBOKEN TO BECOME CO-GRANTEE OF THE HUDSON COUNTY OPEN SPACE TRUST FUND GRANT FOR THE HOBOKEN COVE COMMUNITY BOATHOUSE, SUBJECT TO THE OBLIGATIONS AND LIMITATIONS DESCRIBED HEREIN**

**Whereas** Hoboken Cove Community Boathouse, Inc., a 501c3 organization founded in 2004 and recognized by the IRS as a legitimate not for profit organization, has been granted \$100,000 from the Hudson County Open Space Trust Fund for the purpose of developing a community boathouse; and

**Whereas** the City of Hoboken would like to procure the Architectural and Design services by working with the community in order to define what the future community boathouse should look like, how it should function, and how it should be built; and

**Whereas** Hoboken Cove Community Boathouse, Inc. wants to designate the City as "Co-Grantee" to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract for the scope of services noted; and,

**Whereas**, the City of Hoboken and Hoboken Cove Community Boathouse, Inc. agree that the City will sign onto the Grant as a Co-grantee, and hereby commit to undertaking the actions listed in this Resolution, to enable the community boathouse project to move forward, and to secure physical space for the community boathouse, both for interim as well as long-term programming.

**Whereas**, the actions which the City of Hoboken agrees to commit in exchange for its Co-Grantee status are:

1. Procurement of Architectural and Design Services for the community boathouse.
2. In collaboration with Hoboken Cove Community Boathouse, Inc., oversight of the work of designing the community boathouse, which should include dedicated and secure space for Hoboken Cove Community Boathouse, Inc. as well as equivalent dedicated space for the general public.
3. Procurement and oversight of all site preparation and construction of an interim slab (or physical base of gravel or other material, as appropriate) to accommodate secure storage and programming space for the future community boathouse, as well as the enablement of interim programming until the future community boathouse is complete. The installation herein shall include:
  - a) a slab or gravel base
  - b) basic utilities including water (two spigots) and electric (two basic 110v outlets)
  - c) two forty-foot shipping containers to accommodate secure storage community boathouse equipment

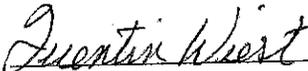
d) as an option, at the sole discretion of the City, the installation may include a perimeter fence, if deemed necessary.

3. The City will take over all responsibility for complying with the Guidelines and Requirements of the Grant which relate to the City's actions described herein, including Procurement and Reporting. The Hoboken Cove Community Boathouse, Inc. wants to designate the City as "Co Grantee" to allow the City to seek reimbursement for expenditures made by the City under the Grant Contract.

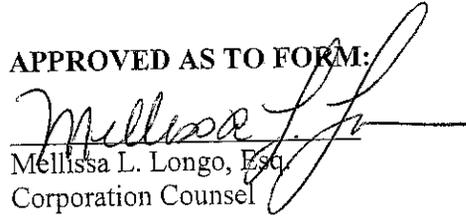
**Now, therefore be it resolved,** that the City Council of the City of Hoboken hereby agree to the terms listed above in exchange for the City's right to become Co-Grantee of the grant, and become eligible for and obtain the \$100,000.00 of expenditures noted in this resolution per the Grant Contract with the County.

**MEETING: December 19, 2012**

**REVIEWED:**

  
Quentin Wiest  
Business Administrator

**APPROVED AS TO FORM:**

  
Melissa L. Longo, Esq.  
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla	✓			
Theresa Castellano	✓			
Jen Giattino	✓			
Elizabeth Mason	✓			
David Mello	✓			
Tim Occhipinti	✓			
Michael Russo	✓			
President Peter Cunningham	✓			

**A TRUE COPY OF A RESOLUTION ADOPTED BY  
THE COUNCIL OF THE CITY OF HOBOKEN, N.J.  
AT A MEETING HELD ON: 12/19/12**

  
CITY CLERK

**SPONSORED:** \_\_\_\_\_  
**SECONDED:** \_\_\_\_\_

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

**RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS  
FOR OBTAINING A BIKE SHARING PROGRAM FOR THE CITY OF HOBOKEN**

**WHEREAS**, Jersey City, Hoboken, and Weehawken desire to jointly solicit Requests for Proposals from qualified contractors or organizations to implement, operate, maintain and publicize a successful and financially self-sustaining on-demand regional bicycle sharing system in Hoboken, Jersey City, and Weehawken with a proposed launch date of June 2014; and

**WHEREAS**, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the threshold, and said procedure is considered to be fair and open, as well as efficient in obtaining the best services for the City, cost and other factors considered; and

**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. 40A:11-4.1 shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for Jersey City, Hoboken, and Weehawken to jointly solicit Requests for Proposals from qualified contractors or organizations to implement, operate, maintain and publicize a successful and financially self-sustaining on-demand regional bicycle sharing system in Hoboken, Jersey City, and Weehawken with a proposed launch date of June 2014.

**Reviewed:**

**Approved as to Form:**

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

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Meeting Date: December 18, 2013**

Councilperson	Yea	Nay	Abstain	No Vote
<b>Theresa Castellano</b>				
<b>Ravi Bhalla</b>				
<b>Jen Giattino</b>				
<b>Elizabeth Mason</b>				
<b>David Mello</b>				
<b>Tim Occhipinti</b>				
<b>Michael Russo</b>				
<b>President Peter Cunningham</b>				

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

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

**RESOLUTION APPROVING AN SHARED SERVICE AGREEMENT BETWEEN THE  
CITY OF HOBOKEN, TOWNSHIP OF WEEHAWKEN, AND CITY OF JERSEY CITY  
FOR THE SHARING OF SERVICES FOR BIKESHARING WITHIN THE THREE  
MUNICIPALITIES, INCLUDING WITHOUT LIMIAION THE SHARING OF A  
SINGLE VENDOR TO PROVIDE SAID SERVICES**

**WHEREAS**, *N.J.S.A. 40A:65-1 et seq.* authorizes any local governmental unit to enter into a contract with any other governmental unit for the providing of any service that any party to such agreement is empowered to render within its own jurisdiction; and,

**WHEREAS**, the Township of Weehawken, City of Jersey City, and City of Hoboken wish to enter into an Agreement (attached hereto) which will provide for bikesharing services by a vendor within all three municipalities; and,

**WHEREAS**, it is the desire of the Council of the City of Hoboken to authorize the execution of the attached Shared Service Agreement between the Township of Weehawken, the City of Jersey City, and the City of Hoboken.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, that the Mayor and City Clerk be and are hereby authorized to execute the attached Shared Service Agreement between the Township of Weehawken, the City of Jersey City, and the City of Hoboken; and,

**BE IT FURTHER RESOLVED** that the Mayor is hereby authorized 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.  
This resolution shall take effect immediately upon passage.

**Meeting Date: December 18, 2013**

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Reviewed:

Approved as to Form:

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

\_\_\_\_\_  
 Mellissa Longo, Esq.  
 Corporation Counsel

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

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

**RESOLUTION TO AUTHORIZE AN PROFESSIONAL SERVICE CONTRACT WITH KIMLEY HORN AND ASSOCIATES AS PROFESSIONAL ENGINEER / PLANNER / LANDSCAPE ARCHITECT FOR THE CITY OF HOBOKEN FOR THE FRANK SINATRA DRIVE VISION AND CONCEPT DESIGN PLAN, FOR A MAXIMUM ONE YEAR TERM, AND FOR A TOTAL NOT TO EXCEED AMOUNT OF \$106,690.00**

**WHEREAS**, service to the City as a Professional Engineer / Planner / Landscape Architect 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 seeks to award a contract to a Professional Engineer / Planner / Landscape Architect for the Frank Sinatra Drive Vision and Concept Design Plan, and has chosen Kimley Horn and Associates for a one year term, with a not to exceed amount of One Hundred Six Thousand Six Hundred Ninety Dollars (\$106,690.00); and,

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

**WHEREAS**, certification of funds for insurance premiums is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$106,690.00 is available in the following appropriation account 3-01-44-900-007 in the CY2013 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2013 budget; and I further certify that the funds being appropriate are intended for the purposes herein appropriated.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that a contract with **Kimley Horn and Associates** to represent the City as Professional Engineer / Planner / Landscape Architect, in accordance with the scope of work detailed in their October 31, 2013 proposal and the RFP for Professional Engineer / Planner / Landscape Architect for the Frank Sinatra Drive Vision and Concept Plan; the maximum term shall be one year from the date of award; and, the total not to exceed amount shall be One Hundred Six Thousand Six Hundred Ninety Dollars (\$106,690.00) which shall be paid incrementally within 45 days of receiving a valid invoice for services; 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 **Kimley Horn and Associates**; and

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

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

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

**Reviewed:**

**Approved as to form:**

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Quentin Wiest  
Business Administrator

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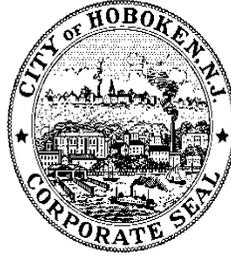
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** December 18, 2013

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

**CITY OF HOBOKEN**  
**Office of Corporation Counsel**

**DAWN ZIMMER**  
Mayor



**MELLISSA LONGO**  
Corporation Counsel

**MEMORANDUM**

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To: Quentin Wiest  
cc: Mellissa Longo                      Stephen Marks                      Juan Melli                      Brandy Forbes  
          Dan Bryan                      John Morgan                      Al Dineros  
From: Alysia M. Proko  
RE: EVALUATION RESULTS FOR: "RFP-FRANK SINATRA DRIVE VISIONING AND CONCEPTUAL  
          DESIGN PLAN – ENGINEERING, PLANNING, AND LANDSCAPE ARCHITECTURALS"  
Date: November 20, 2013

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Please be advised, on November 19, 2013, the evaluations for "RFP-FRANK SINATRA DRIVE VISIONING AND CONCEPTUAL DESIGN PLAN – ENGINEERING, PLANNING, AND LANDSCAPE ARCHITECTURALS" were finalized. The evaluations were as follows:

1. Kimley-Horn & Associates  
Score: 285
2. Burgis Associates  
Score: 272
3. The RBA Group  
Score: 269
4. Boswell Engineering  
Score: 263
5. T&M Associates  
Score: 261
6. McCormick Taylor  
Score: 256
7. Weidlinger  
Score: 252
8. DLand Studio PLLC  
Score: 232
9. Remington & Vernick  
Score: 217
10. H2M Architects & Engineers  
Score: 204
11. CME Associates  
Score: 191

The Administration is authorized to award a contract in accordance with the Fair and Open Process, taking into consideration these evaluation results. Thank you.

**CITY OF HOBOKEN**  
**Office of the Business Administrator**



**DAWN ZIMMER**  
Mayor

**QUENTIN WIEST**  
Business Administrator

**STEPHEN D. MARKS, PP, AICP**  
Assistant Business Administrator

**MEMORANDUM**

**TO:**  **HON. DAWN ZIMMER, MAYOR**  
**QUENTIN WIEST, BUSINESS ADMINISTRATOR**  
**FROM:** **STEPHEN MARKS, ASSISTANT BUSINESS ADMINISTRATOR**  
**DATE:** **NOVEMBER 28, 2013**  
**RE:** **CONTRACT FOR THE VISIONING AND REDESIGN OF FRANK SINATRA DRIVE**

Please accept this memo regarding the recommendation to award a professional service contract to Kimley-Horn and Associates, Inc. of New York City, NY and Princeton, NJ to prepare conceptual design plans for the redesign of Frank Sinatra Drive between 4<sup>th</sup> Street and 11<sup>th</sup> Street.

The city council budgeted \$110,000 in the 2013 municipal budget for the visioning of Frank Sinatra Drive. The administration prepared a Request for Proposal (“RFP”) for professional services for a multi-disciplinary team (civil engineering, traffic engineering, transportation planning and landscape architecture) to prepare plans, specifications and estimates for Frank Sinatra Drive. The redesign will be conducted through a public planning process. The firm shall apply all state and national design standards for traffic engineering and streetscape design to both beautiful the roadway with its scenic vistas and make the roadway safer.

On October 4, 2013 the RFP was posted on the city’s website and sent to three newspapers for advertisement (The Record, Jersey Journal and The Star Ledger). On October 30, 2013 the city received eleven proposals. Pursuant to city policy and the State Comptroller’s “Best Practices for the Award of Service Contracts”, the proposals were analyzed and evaluated by three city officials representing the Mayor’s Office, the Office of the Business Administrator and the Department of Transportation and Parking. Kimley-Horn and Associates, Inc. received the highest score among the eleven consulting teams. All three evaluation committee members agreed that Kimley-Horn and Associates, Inc. was the most highly qualified firm and their proposal was the most responsive.

Thank you for your attention to this matter. If you need additional information or assistance, please let me know.

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

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

**RESOLUTION AWARDING RUG & FLOOR STORE INC. A  
CONTRACT UNDER THEIR STATE CONTRACT NO.  
G2005/A8175 FOR THE PURCHASE AND INSTALLATION OF  
FLOORING AT CITY HALL IN THE PERSONNEL OFFICE IN  
A TOTAL AMOUNT NOT TO EXCEED \$2,599.03**

**WHEREAS**, the City of Hoboken requires new flooring supplies and installation at the Personnel Division; and,

**WHEREAS**, the Administration intends to use Rug & Floor Store Inc, under their state contract #81751, for said services and provisions; and,

**WHEREAS**, in accordance with the direction of the Administration, the City Council is asked to award a contract for the flooring supplies and installation to Rug & Floor Store Inc for a total contract amount of Two Thousand Five Hundred Ninety Nine Dollars and Three Cents (**\$2,599.03**) of which the contract shall be for purchases and installation in accordance with the December 9, 2013 quotation; and,

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$2,599.03 is available in the following appropriation \_\_\_\_\_ in the CY2013 adopted 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 CY2013 budget or the capital funds; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Hoboken that a contract with the below listed vendor is awarded for an amount not to exceed Two Thousand Five Hundred Ninety Nine Dollars and Three Cents (**\$2,599.03**) of which the contract shall be for purchases and installation in accordance with the December 9, 2013 quotation as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. The terms of the attached proposals 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:

Rug & Floor Store Inc.  
280 N. Midland Avenue  
Bldg. M  
Postal Unit #220  
Saddle Brook, New Jersey 07663

**Reviewed:**

**Approved as to form:**

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

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** December 18, 2013

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

# Rug & Floor Store, Inc.

commercial division

**Member:**

AIANJ-Architects League  
AIANJ Newark & Suburban  
NJ Buildings & Grounds Assoc - Bergen Chapter  
Property Owners Association of New Jersey

**Certifications:**

NJ Public Works Contractor  
DPM&C Classification  
SBE/SDA Classification  
NJ Business Registration  
NJ State Contract Vendor

December 9, 2013

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

RE: Police Dept. Personnel Office

**NJ STATE CONTRACT - MANNINGTON #A81751**

The following is a proposal to supply and install Mannington Designer Essentials VCT color: #123 Wheat in the Personnel Offices at the Hoboken Police Department. Prior to installation, rip up existing VCT and Broadloom carpeting and haul to a dumpster supplied by the City of Hoboken. All floor areas will be scraped and patched to create a smooth and suitable surface for new flooring. All walls will receive Mannington Edge Type Cove Base 4'x48"x1/8" vinyl cove base color: #45 Sandalwood.

**NOTE: All cubical's and furniture to be emptied by City of Hoboken**

**Materials:**

14 boxes Mannington Designer Essentials @ \$30.38	\$425.32	
125 l/f Mannington cove base Edge Type 1/8" @ \$0.47	\$ 58.75	
½ -4 Gal pails R101G4 Cove Adhesive @ \$87.09	\$ 43.54	
1 - 4 gal pails M-Guard V-11 VCT Adhesive @ \$31.42	<u>\$ 31.42</u>	
Total Materials:		\$ 559.03

**Labor:**

Labor to install above materials.		<u>\$ 2,040.00</u>
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Total Project:		\$2,599.03
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Sincerely,

Rob Pizzuto

Introduced By: \_\_\_\_\_

Seconded By: \_\_\_\_\_

**CITY OF HOBOKEN**

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

**AUTHORIZING THE FINANCE OFFICER TO CANCEL STALE CHECKS**

**WHEREAS** it has been brought to the attention of the City of Hoboken by the Finance Officer that there are outstanding stale check that have never been cancelled from the City’s records: and

**WHEREAS** it is the desire of the City Council to cancel these stale checks in a timely manner.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hoboken, State of New Jersey, that the following stale checks be cancelled and that the Finance Officer’s records be adjusted to reflect the same.

Meeting Date: December 18, 2013

Reviewed By:

Approved as to Form:

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

\_\_\_\_\_  
Mellissa Longo  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

**SEE DETAIL ATTACHED**

<b>TD Bank Current Fund Account # 3982549660</b>		
Check #	Amount	Date
40276	\$ 82.72	1/24/2012
40390	\$ 445.98	1/24/2012
40434	\$ 311.89	1/24/2012
41477	\$ 160.00	6/21/2012
41886	\$ 18.78	8/17/2012

<b>Investors Bank Current Fund Account # 4242743569</b>		
Check #	Amount	Date
200361	\$ 227.96	12/4/2012
200458	\$ 250.00	12/21/2012
200473	\$ 18.00	12/21/2012
200482	\$ 60.00	12/21/2012
200548	\$ 72.36	12/21/2012
200579	\$ 2,981.37	12/21/2012
200583	\$ 326.39	12/21/2012
200600	\$ 1,301.50	12/21/2012
200611	\$ 176.42	12/21/2012

<b>TD Bank Payroll Agency Account # 4246418457</b>		
Check #	Amount	Date
1071	\$ 106.00	3/24/2010
1193	\$ 166.87	3/24/2010
1213	\$ 565.05	6/16/2010
1212	\$ 910.81	6/30/2010
1371	\$ 235.00	6/30/2013
1394	\$ 235.00	10/6/2010
1565	\$ 734.50	1/27/2011
1631	\$ 222.00	3/9/2011
2750	\$ 470.00	11/14/2012

<b>TD Bank Parking Utility Account # 3982550044</b>		
Check #	Amount	Date
104057	\$ 105.00	4/19/2012
104100	\$ 15.00	5/17/2012
104278	\$ 160.00	9/6/2012
104280	\$ 200.00	9/6/2012

<b>TD Bank Trust and Other Account # 3982692889</b>		
Check #	Amount	Date
3866	\$ 39.00	6/21/2012
3894	\$ 338.00	7/12/2012

<b>Investors Bank Trust and Other Account # 2059900754</b>		
Check #	Amount	Date
200126	\$ 65.00	12/20/2012

<b>TD Bank General Capital Account # 3982549673</b>		
Check #	Amount	Date
3584	\$ 900.00	06/21/2012

<b>TD Bank Payroll Account # 3982549644</b>		
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Check #	Amount	Date
169819	\$ 57.70	11/19/2008
170694	\$ 10.22	12/17/2008
175754	\$ 115.14	7/1/2009
176103	\$ 115.13	7/15/2009
176465	\$ 115.13	7/26/2009
181810	\$ 273.29	2/24/2010
182593	\$ 0.40	4/7/2010
182899	\$ 0.29	4/21/2010
183003	\$ 118.38	4/21/2010
183210	\$ 0.39	5/5/2010
183529	\$ 0.29	5/19/2010
183824	\$ 20.19	6/2/2010
184375	\$ 195.10	6/16/2010
184476	\$ 210.98	6/30/2010
186137	\$ 179.31	9/8/2010
186839	\$ 0.01	10/20/2010
187684	\$ 0.01	12/1/2010
187719	\$ 185.43	12/1/2010
188342	\$ 169.74	12/29/2010
188468	\$ 340.37	12/29/2010
188480	\$ 180.19	12/29/2010
188552	\$ 417.34	12/29/2010
188609	\$ 60.33	12/30/2010
188611	\$ 60.33	12/30/2010
188613	\$ 108.50	12/30/2010
188634	\$ 190.00	12/30/2010
188642	\$ 87.50	12/30/2010
188685	\$ 32.50	12/30/2010
188694	\$ 85.47	12/30/2010
188729	\$ 509.40	12/30/2010
188786	\$ 325.19	12/30/2010
188833	\$ 163.44	12/30/2010
188835	\$ 163.44	12/30/2010
189015	\$ 328.91	12/30/2010
189020	\$ 158.55	12/30/2010
189034	\$ 139.54	12/30/2010
189038	\$ 178.75	12/30/2010
189042	\$ 151.25	12/30/2010
189043	\$ 99.44	12/30/2010
189058	\$ 169.03	12/30/2010
189062	\$ 20.00	12/30/2010
189089	\$ 55.00	12/30/2010
189101	\$ 82.40	12/30/2010
189323	\$ 2,670.05	1/12/2011
189780	\$ 20.67	2/9/2011
189907	\$ 72.85	2/9/2011
191030	\$ 1,215.78	3/23/2011
191280	\$ 1.29	4/6/2011
191567	\$ 1.19	4/20/2011
191634	\$ 584.97	4/20/2011
192168	\$ 1,926.18	5/4/2011
192408	\$ 175.03	5/18/2011
192928	\$ 65.52	6/15/2011

192963	\$	1,045.73	6/15/2011
193032	\$	294.60	6/15/2011
193236	\$	214.96	6/29/2011
193541	\$	311.98	7/13/2011
193548	\$	5.77	7/13/2011
195083	\$	0.01	9/7/2011
195235	\$	0.31	9/7/2011
195533	\$	0.33	9/24/2011
196091	\$	869.49	10/19/2011
196636	\$	214.99	11/30/2011
197401	\$	1,084.00	12/28/2011
197894	\$	391.05	1/4/2012
198786	\$	393.76	2/22/2012
199131	\$	99.76	3/7/2012
199716	\$	192.58	4/4/2012
201029	\$	27.63	6/13/2012
201378	\$	310.98	6/14/2012
202987	\$	107.18	9/2/2012
203398	\$	21.10	10/3/2012

# CITY OF HOBOKEN

## Division of Purchasing

**DAWN ZIMMER**  
Mayor



**AL B. DINEROS, QPA**  
Purchasing Agent

Date: December 4, 2013

To: Quentin Wiest, Business Administration  
Corporation Counsel, City of Hoboken

From: AL B. Dineros

**Subject: Request for a Resolution to Award a Contract to purchase Bullet Resistant Vest for the Police Department**

Police Department needs to purchase bullet resistant vest for Police Officers

In accordance with NJ Local Public Contracts Law, N.J.S.A 40A:11-12, I recommend to award the contract utilizing NJ State Contract.

The following information provided:

**a. NJ State Contract Number: T0106/A82102 – Police Security Equipment**

**Account Number: G-02-41-200-BA2**

**Total amount of the contract is not to exceed - \$ 47,380.27**

The vendor will be:

ATLANTIC TACTICAL, INC.  
14 Worlds Fair Drive  
Somerset, NJ 08873

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

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

**RESOLUTION AWARDING A CONTRACT TO ATLANTIC TACTICAL, INC. TO PURCHASE BULLET RESISTENT VESTS FOR THE HOBOKEN POLICE DEPARTMENT IN ACCORDANCE WITH STATE CONTRACT T0106/A82102 IN THE TOTAL AMOUNT OF \$47,380.27**

**WHEREAS**, N.J.S.A. 40A:11-5 permits municipalities to award public contracts without public bidding when the vendor is an approved state contractor, and Atlantic Tactical, Inc. has been approved as a State Contractor pursuant to Contract Number T0106/A82102; and,

**WHEREAS**, the Police Department requires bullet resistant vests for its officers; and

**WHEREAS**, pursuant to the recommendation of the Purchasing Department, which is attached hereto, the City wishes to contract for the goods specified pursuant to State Contract T0106/A82102; and

**WHEREAS**, Atlantic Tactical, Inc. has provided the City with a quotation for bullet resistant vests for \$47,380.27, a copy of which is attached hereto;

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

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$47,380.27 is available from G-02-41-200-BA2 in the 2013 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 CY2013; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW THEREFORE BE IT RESOLVED** by the City Council of the City of Hoboken that the below-listed vendor is authorized to provide the goods described in quotation, which attached hereto, at cost not to exceed those listed in the quotation, and for a total not to exceed amount of Forty-Seven Thousand Three Hundred Eighty Dollars and Twenty-Seven Cents (\$47,380.27), as follows:

1. The above recitals are incorporated herein as though fully set forth at length.
2. 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.

3. The Mayor or her designee is hereby authorized to execute an agreement, voucher and/or purchase order for the abovementioned goods and/or services based upon the following information:

Atlantic Tactical, Inc.  
14 Worlds Fair Drive  
Somerset, New Jersey 08873

**Meeting date: December 18, 2013**

**APPROVED:**

**APPROVED AS TO FORM:**

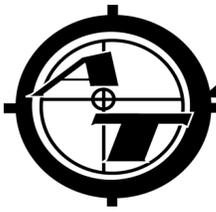
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Quentin Wiest  
Business Administrator

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Mellissa L. Longo  
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				



**ATLANTIC TACTICAL™**  
**OUTFITTING AMERICA'S HEROES**  
 14 Worlds Fair Drive, Somerset NJ 08873  
 732-377-3297 • FAX 732-537-0007



SALES QUOTE	
SQ-90112398	10/15/2013



REMIT TO: 763 Corporate Circle, New Cumberland, PA 17070

Customer	Contact	Ship To
HOBOKEN PD ATTN: DET ROBERT FULTON 106 HUDSON ST 2nd FL HOBOKEN NJ 07030 Tel: (201)-420-5121, (201)-420-2011 Fax: (201)-420-2283		HOBOKEN PD PS POLICE 106 Hudson St HOBOKEN NJ 07030 Tel: (201)-420-5121 Fax: (201)-420-2283

Account	Terms	Due Date	Account Rep	Schedule Date
201300	Voucher	11/14/2013	Rich Slack	10/15/2013

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-90112398	Quote	Ballistic Vests	FDX G Ground	1	11/26/2013 1:12:48 PM

L	Item	Description	Qty	Price	UM	Discount	Amount
1		This is a quote for Det. Robert Fulton					
2							
3	90V-APX-NV	Second Chance Monarch MN01 Level II 06 certified Vest Male Shooter's Cut CARRIER:Apex2 COLOR:Navy	53	\$708.00	EA		\$37,524.00
4	A03-AP2-NV	Second Chance SM01F Level II Female Structured Vest-CARRIER:Apex2 COLOR:Navy	2	\$708.00	EA		\$1,416.00
5							
6	887-5X8	Protech IMPAC-HT Special Threat Plate-SIZE:5"x8"	53	\$67.85	EA		\$3,596.05
7	887-5x7	Protech IMPAC-HT Special Threat Plate-SIZE:5"x7"	2	\$67.85	EA		\$135.70
8							
9	19X-NV-0	Second Chance Extra Apex2 Carrier - COLOR:Navy ...	55	\$64.90	EA		\$3,569.50
10							
11	SH	SHIPPING/HANDLING \$230.00 shipping charge from SI80436047	1	\$230.00	EA		\$230.00
12							
13	SH	SHIPPING/HANDLING- standard overnight	1	\$909.02	EA		\$909.02
14							
15		Quoted prices per NJ State Contract # A82102					

<p>Thank you for giving us the opportunity to quote on your request. Please reference the above quote number when ordering or if you have any questions. Please feel free to call, fax, or email for any questions or other pricing requests you may have.</p> <p>Thank You Again,</p>	<b>Tax Details</b>	<b>Taxable</b>	\$0.00
	EXEMPT \$0.000	<b>Total Tax</b>	\$0.00
		<b>Exempt</b>	\$47,380.27
	<b>Payment Details</b>	<b>Total</b>	\$47,380.27
	01/01/00 No Payment History	<b>Balance</b>	\$47,380.27

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

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

**CONFIRMING REAPPOINTMENT OF SHARON CURRAN AS THE COLLECTOR OF REVENUE**

**WHEREAS**, pursuant to the Code of the City of Hoboken, §54-4, the City of Hoboken has established the position of collector of revenue, who is appointed by the Mayor with the advice and consent of Council; and,

**WHEREAS**, Mayor Zimmer wishes to reappoint Sharon Curran to the position of Collector of Revenue for the City, and hereby seeks the Council’s consent; and,

**WHEREAS**, Sharon Curran holds the required certification for this position.

**NOW, THEREFORE, BE IT RESOLVED**, that the Council of the City of Hoboken hereby confirms the Mayor’s reappointment of Sharon Currant to the position of Collector of Revenue for the City of Hoboken, in accordance with Hoboken City Code § 54-4, to be compensated at a base salary of One Hundred Twenty Three Thousand Six Hundred Fifty Four Dollars and Sixty Cents (\$123,654.60) per annum, plus any applicable additional compensation in accordance with her applicable collective bargaining agreement; and,

**BE IT FURTHER RESOLVED**, that Sharon Curran’s hereby confirmed term shall be from January 1, 2014 through January 1, 2018 pursuant to N.J.S.A. 40A:9-142, and that Sharon Curran shall provide a surety bond to the City Clerk, which shall be effective for the term of this appointment, in the amount and format required by N.J.A.C. 5:30-8.3.

**Reviewed:**

**Approved as to form:**

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

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** December 18, 2013

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

**AUTHORIZING AND SUPPORTING THE HOBOKEN PUBLIC LIBRARY'S  
SUBMISSION OF A 2013 OPEN SPACE GRANT APPLICATION TO THE HUDSON  
COUNTY OPEN SPACE TRUST, AND ENDORSING THE LIBRARY'S PLAN TO  
CONSTRUCT A GARDEN FOR CHILDREN'S PROGRAMS**

WHEREAS,

The City of Hoboken hereby wishes to authorize and support the Hoboken Public Library's submission of a 2013 Open Space Grant Application with the Hudson County Open Space Trust, and to endorse (only to the extent necessary to effectuate said grant application, and for not further purposes in law or at equity) the Library's plan for which the grant application was submitted, to construct a garden for children's programs.

NOW THEREFORE BE IT RESOLVED,

- 1) That the City Counsel of the City of Hoboken does hereby authorize and support the Hoboken Public Library's submission of a 2013 Open Space Grant Application with the Hudson County Open Space Trust, and to endorse (only to the extent necessary to effectuate said grant application, and for not further purposes in law or at equity) the Library's plan for which the grant application was submitted, to construct a garden for children's programs; and,
- 2) That the Mayor or her designee is authorized execute the underlying application, and take any and all other action necessary to effectuate this Resolution.

**Meeting date: December 18, 2013**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Melissa Longo  
Corporation Counsel

Councilperson	Yea	Nay	Abstain	No Vote
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				



## HOBOKEN PUBLIC LIBRARY

500 Park Avenue, Hoboken, New Jersey 07030

November 25, 2013

Honorable Dawn Zimmer  
Mayor, City of Hoboken  
94 Washington Street  
Hoboken, New Jersey 07030

Re: Hudson County Open Space Application  
2013 Open Space Grant

Dear Mayor Zimmer,

As you know on August 30, 2013 the Hoboken Public Library submitted the 2013 Open Space Letter of Intent Form to the Hudson County Open Space, Recreation and Historic Preservation Trust Fund.

Recently, two representatives from the HCOS&HPTF, Massiel Medina Ferrera and Megan Massey visited the Hoboken Library. Director Lina Podles and I met with them and toured the outdoor space where if the grant is awarded will be a garden for children's programs.

Ms Ferrera and Ms. Massey informed the Director and I that our 2013 Letter of Intent was reviewed and that the library will receive an application for the grant in early December. This application is to be completed and submitted to the Hudson County Division of Planning for review by the Hudson County Board of Freeholders.

When submitting the application we must include a resolution adopted by the Council of the City of Hoboken endorsing the proposed project to renovate this open space. Please help us prepare such a resolution of project endorsement accordingly.

If you have any questions or require further information, please contact Director Podles or me.

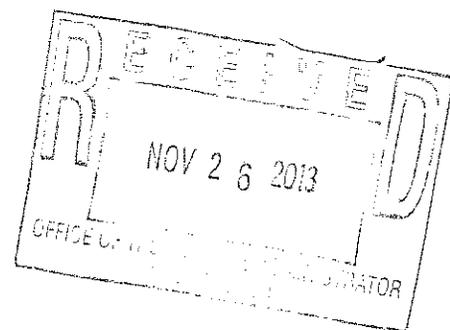
Thank you for your continued support of the Library.

Sincerely,

  
JoAnn Serrano, Treasurer

cc: Daniel Bryan





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

**RESOLUTION TO AUTHORIZE A TERM EXTENSION OF THE TISHA CREATIVE  
CONTRACT FOR SERVICES AS THE CITY'S TOURISM WEBSITE DESIGNER AND  
DEVELOPER TO THE CITY OF HOBOKEN TO EXTEND THE EXPIRATION DATE TO MAY 5,  
2014 WITH NO CHANGE IN THE NOT TO EXCEED AMOUNT**

**WHEREAS**, the City seeks to update its website and implement a more effective and encompassing tourism program for the City, including, without limitation, a more effective tourism website design; and

**WHEREAS**, service to the City as Tourism Website Designer and Developer is an EUS 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 Administration previously determined, by way of competitive contracting, that Tisha Creative can provide the City with the most effective design and developer services, and the Council consented by award of the contract; and,

**WHEREAS**, the City wishes to extend the term of the previously awarded Tisha Creative contract for an additional six (6) months, without any amendments to the not to exceed amount of the contract; and,

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

**NOW THEREFORE, BE IT RESOLVED**, that the contract with Tisha Creative to represent the City as Tourism Website Designer and Developer be amended, for a term to expire May 5, 2014 with no changes in the not to exceed amount of Thirty Seven Thousand Five Hundred (\$37,500.00) Dollars; and

**BE IT FURTHER RESOLVED**, no additional fees or invoices shall be allowable under this agreement unless prior approval is provided by the City in accordance with all legal guidelines; 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-1 et seq. of the Code of the City of Hoboken), and any and all state Pay to Play laws, is a continuing obligation of Tisha Creative; and

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

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

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

**Meeting date: December 18, 2013**

**APPROVED:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Melissa L. Longo, Esq.  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

SPONSORED: \_\_\_\_\_  
SECONDED: \_\_\_\_\_

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

**RESOLUTION AUTHORIZING USE OF THE COMPETITIVE CONTRACTING PROCESS  
FOR OBTAINING COURT LANGUAGE TRANSLATOR (INTERPRETER) SERVICES FOR A  
24 MONTH TERM**

**WHEREAS**, the City of Hoboken Municipal Court is required by law to provide court language translator (interpreter) services when necessary to litigants; and

**WHEREAS**, under the Local Public Contracts Law, N.J.S.A. 40A:11-4.1, competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the threshold, and said procedure is considered to be fair and open, as well as efficient in obtaining the best services for the City, cost and other factors considered; and

**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. 40A:11-4.1 shall be initiated by the Purchasing Agent/Business Administrator for the purpose of receiving proposals for a 24 month contract for court language translator (interpreter) services for the Municipal Court of the City of Hoboken.

**Reviewed:**

**Approved as to Form:**

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

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Meeting Date: December 18, 2013**

Councilperson	Yea	Nay	Abstain	No Vote
<b>Theresa Castellano</b>				
<b>Ravi Bhalla</b>				
<b>Jen Giattino</b>				
<b>Elizabeth Mason</b>				
<b>David Mello</b>				
<b>Tim Occhipinti</b>				
<b>Michael Russo</b>				
<b>President Peter Cunningham</b>				

Sponsored by: \_\_\_\_\_

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

**City of Hoboken**

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

**RESOLVED**, that filed minutes for the Hoboken City Council **Special and Regular Meeting of November 6, 2013** have been reviewed and approved as to legal form and content.

\_\_\_\_\_  
**Approved as to form:**

**Meeting Date: December 18, 2013**

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

Introduced By: \_\_\_\_\_

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 refunds be made;

**NOW THEREFORE BE IT RESOLVED**, that a warrant be drawn on the City Treasurer made payable to the following totaling **\$ 22,232.85**

<u>NAME</u>	<u>BL/LOT/UNIT</u>	<u>PROPERTY</u>	<u>YEAR</u>	<u>AMOUNT</u>
Schneck Law Group LLC 301 South Livingston Avenue Suite 105 Livingston, NJ 07039	159/13	730-732 Willow Ave	2009	\$ 4,264.55
Schneck Law Group LLC 301 South Livingston Avenue Suite 105 Livingston, NJ 07039	159/13	730-732 Willow Ave	2010	\$ 4,507.75
Schneck Law Group LLC 301 South Livingston Avenue Suite 105 Livingston, NJ 07039	159/13	730-732 Willow Ave	2011	\$ 4,389.95
Schneck Law Group LLC 301 South Livingston Avenue Suite 105 Livingston, NJ 07039	159/13	730-732 Willow Ave	2012	\$ 4,512.50
Schneck Law Group LLC 301 South Livingston Avenue Suite 105 Livingston, NJ 07039	159/13	730-732 Willow Ave	2013	\$ 4,558.10

**Meeting: December 18, 2013**

**Approved as to Form:**

\_\_\_\_\_  
**CORPORATION COUNSEL**

\_\_\_\_\_  
**SHARON CURRAN**

Introduced By: \_\_\_\_\_

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 Treasurer made payable to the following totaling **\$ 6,089.83**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Bank of America c/o Corelogic Services P O Box 961230 Fort Worth, TX 76161	42/15/C0020	222-32 Clinton St	3/13	\$ 1,757.50
Lorberbaum, Andrea 18 Birchwood Court Upper Saddle River, NJ 07458	115/9.01/C0501	1317-27 Grand/ 1326 Clinton	3/13	\$ 1,696.10
Cole, Sandee 329 Bloomfield St Hoboken, NJ 07030	202/14.01	329 Bloomfield St	3/13	\$ 2,636.23

Meeting: December 18, 2013

Approved as to Form:

\_\_\_\_\_  
CORPORATION COUNSEL

\_\_\_\_\_  
Sharon Curran

# CITY OF HOBOKEN

## Department of Community Development

**DAWN ZIMMER**  
Mayor



**BRANDY FORBES**  
Director

### **MEMORANDUM**

Date: December 12, 2013

To: Hoboken City Council

Cc: Dawn Zimmer, Mayor  
Quentin Wiest, Business Administrator  
Mellissa Longo, Corporation Counsel  
John Morgan, Director of Transportation and Parking

From: Brandy Forbes, Community Development Director *BF*

Subject: Award of Contract for Citywide Parking Master Plan to ARUP Consulting

The City recently advertised a Request for Proposals (RFP) for a Citywide Parking Master Plan. Despite being nationally recognized as a Walk Friendly Community, Bike Friendly Community, and having the highest rate of commuters by transit in the U.S., the City suffers from unsustainably high rates of car ownership and limited citywide parking capacity, which generates a chronic parking problem. Many other factors contribute to the City's parking problem, including but not limited to unbalanced, non-market based pricing, aging and inadequate public off-street parking facilities, limited curbside parking capacity, underutilized private garages, ambiguous curbside loading regulations, and outdated zoning requirements.

The City Administration has in the budget \$70,000 for the Citywide Parking Master Plan. The goal is to apply best practices in parking technology and pricing to facilitate economic development and make it easier and more efficient to find available parking spaces. Additionally, it is important to bring parking regulations and zoning requirements up to best practices for urban communities to avoid "inducing" parking demand, identify strategic locations for future parking facilities, and minimize urban design impacts on the City's urban infrastructure.

The RFP was advertised late this fall and proposals were received on November 22, 2013. The City conducted an internal review of those applications. The evaluations were completed on December 12, 2013. The evaluation results found the consulting firm ARUP to be the top proposal and conducted an interview with them to learn more about their capabilities and projects. The firm provided a thorough proposal and examples of their work were in urban settings, matching the scope of work needed for the Hoboken plan. References were checked for the firm and were excellent.

The recommendation is to award the contract for Citywide Parking Master Plan to the consultant ARUP of 77 Water Street, New York, NY for a total dollar amount not to exceed \$69,948.00.

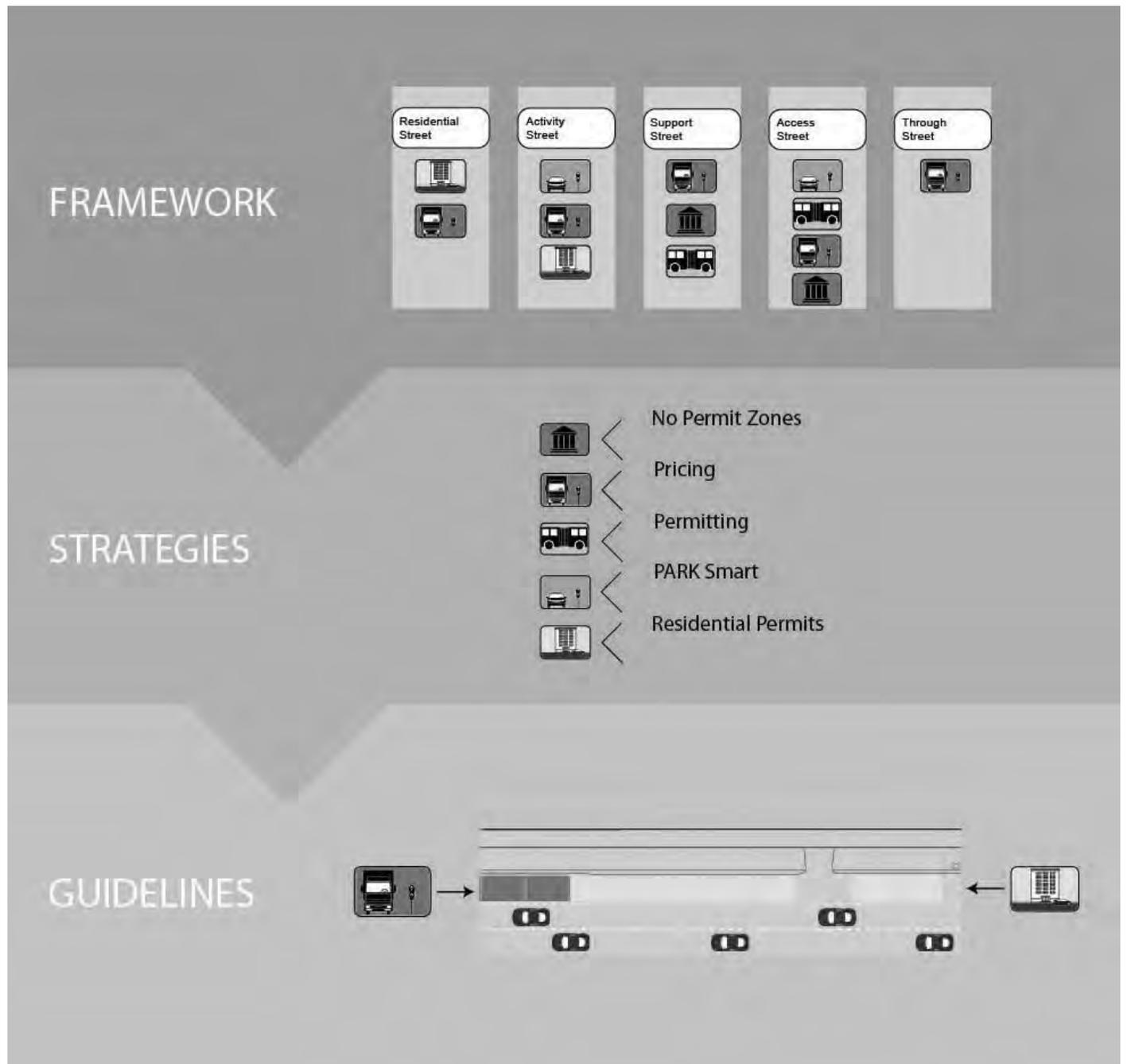
A copy of the proposal is attached to this memo as a part of your City Council agenda packets. If you have any questions regarding this proposal or recommendation or the process itself please feel free to forward them in advance of the meeting to Business Administrator Quentin Wiest so that we will be sure to address those inquiries at or before the meeting. Thank you.

# City of Hoboken, New Jersey

## Professional Services – Citywide Parking Master Plan

Request for Qualifications | November 22, 2013

ARUP



# ARUP

77 Water Street  
New York  
NY 10005  
United States of America  
t +1 212 896 3000  
d +1 212 896 3265  
trent.lethco@arup.com  
www.arup.com

Al Dineros  
City of Hoboken  
c/o Law Department  
94 Washington Street  
Hoboken, NJ 07030

21 November 2013

Dear Mr. Dineros

City of Hoboken - Citywide Parking Master Plan

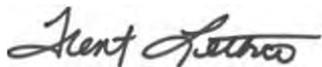
Arup is pleased to submit the enclosed proposal for parking management, transportation planning, civil engineering and related services for the City of Hoboken's request for qualifications (RFQ) for Professional Services – Citywide Parking Master Plan.

Arup has demonstrated experience working with city agencies to help them with their needs related to parking policies, curbside management, transportation planning, civil engineering, sustainability for parking structures and more. We have assembled a group of planning and engineering professionals who bring the diverse and comprehensive set of skills required to carry out the City of Hoboken's goals and objectives as outlined in this RFQ. Between our experience with curbside management projects in highly developed environments and our team's individual knowledge of New Jersey and the New York City Metropolitan area, we believe our firm is uniquely positioned to help the City of Hoboken deliver a high quality Citywide Parking Master Plan.

As Project Director for our team, I bring 17 years of planning and leadership experience and have worked with and maintain relationships with multiple agencies in the New York City Metropolitan area. I will serve as the management lead for the team with Lawrence Nassivera serving as the day-to-day Project Manager. Lawrence brings detailed experience leading curbside management projects in New York City and is looking forward to bringing that knowledge to Hoboken.

We look forward to hearing from you regarding this exciting potential project.

Yours sincerely



Trent Lethco  
Principal

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## Appendices

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Resumes

### Appendix B

Proposal Forms

## **Appendix C**

Licenses

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Audited Financials

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Sample COI

# 1 Introduction and Project Understanding

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Long known for rough-and-tumble piers, the first baseball game, and a certain blue-eyed singer, the City of Hoboken has renewed, rebuilt, and recast itself. Hoboken today is known as a community that has been able to maintain a livable scale, an historic character, and a unique identity while modernizing, attracting new residents, and rebuilding an employment base that faltered after the working waterfront shuttered its doors in the 1970s and 80s. The downtown has been revitalized, and new housing developments have grown the population nearly 50% from its nadir in 1990. While this growth has brought new blood into one of America's classic cities, it has also brought a parking problem, as 15,000 residentially permitted cars vie for 10,000 on-street parking spaces.

The City now has the opportunity to formulate a new Master Plan and continue to improve upon the high quality of life in Hoboken. Despite a nation-leading rate of transit commuters, car ownership in Hoboken remains high. Since many residents own cars, but do not use them on a daily basis, residential street parking is used as street storage with little turnover and pricing that does not reflect its full value.

Parking on public space is a public good, and it should be priced accordingly to maximize its efficiency and revenue for the operator. As dynamic pricing becomes commonplace for things like event tickets and highway tolls, it is gaining acceptance in the marketplace and can be deployed into the parking arena, as has already been done in New York City and Washington, DC. While the pricing schemes in those areas are contingent solely on time of day, San Francisco has gone one step further in implementing a fully integrated parking system in busy neighborhoods that incorporates dynamic pricing that can vary from hour-to-hour, day-to-day, and block-to-block. This type of system is designed to always maintain a level of parking availability that works in conjunction with a sensor network and a smartphone app to guide users directly to open parking spaces and prevent the bad behaviors that are endemic with a highly utilized parking system.

As long as a Hoboken resident owns a car, he or she will need a place to park it. If the goal of the City is to reduce the total demand for on-street and off-street parking, the City must put in place the conditions that make it not only possible, but desirable for residents to live a car-free lifestyle.

This desire, however, must be balanced against the legitimate needs of the business community to preserve access for the customers and employees who must use a vehicle, as well as for Hoboken residents with employment locations or schedules that cannot be accessed by any means aside from a car.

Hoboken's residential parking permit system, which allows any resident who is an owner or primary user of a vehicle to purchase a permit at a nominal fee, is one of the factors that has contributed to the imbalance between permitted cars and on-street spaces. For \$15 per year, or 4 cents per day, a Hoboken resident can park a car in on-street resident parking, even if he or she has a driveway, an alleyway, or an off-street parking spot. Even the escalated rate of \$90 charged for a resident's

third car translates to less than a quarter for a day of parking. This is the greatest opportunity area for parking reform, and we will look to cities like Washington, Montreal, and Boston who all in the process of reforming their residential parking permit systems.

Where parking spaces exist, it is important to provide tools to motorists to direct them to available spots. Drivers distractedly circling while looking for parking contribute to traffic congestion and lower safety levels as they concentrate more on searching for empty parking spots instead of the street environment around them. By deploying smart technologies and a clear system of signage and wayfinding, the parking supply can be made more efficient without being expanded.

Commercial loading outside of authorized hours and authorized locations is another major source of downtown congestion. Trucks that stop completely or partially in travel lanes or no standing zones block access to legitimate parking spaces, block pedestrian and driver sightlines, and disrupt the predictability that is necessary for well-functioning traffic circulation. The current state of enforcement does little to deter this behavior, as parking tickets are seen as a cost of doing business.

The city-owned parking garages can also be turned into centers of green infrastructure. With dynamic pricing to attract vehicles away from curb-circling parking, electric vehicle plug-in stations, and tens of thousands of usable square feet of roof space, these structures can be retrofit with innovations that reduce the ecological footprint as much as practical for a building that still houses hundreds of fossil-fuel burning vehicles. Hoboken offers an ideal laboratory in which to seriously investigate remote parking for inbound and outbound trips. Constrained on all four sides by a combination of rail rights-of-way, the Palisades cliffs, and the Hudson River, the City has only a limited number of vehicular access points. New developments placed at these portals provide opportunities for remote parking in a structure purpose-built to take advantage of recent advances in sustainable building technology.

Hoboken has a challenge when it comes to placing a modern parking policy on a centuries-old street network, but the City has an opportunity to develop a long-term parking plan that aligns with its objectives of fostering economic development and increasing the ease and availability of finding parking when it is sought. The city recognizes this opportunity by issuing this RFQ. Rather than solving challenges in a piecemeal fashion, it has opted for a broad and holistic approach that includes a masterplan covering the entire Mile Square City.

Arup understands this process. We have used our expertise in planning and our strong foundation in sustainability to help neighborhoods, districts, and cities reimagine and re-envision various aspects of their policies. In Lower Manhattan, we helped NYCDOT define a vision for the constrained street network as the agency looked to rebuild its infrastructure. This vision, supported by significant public outreach, led to the development of a Street Management Framework that has become the foundation for all planning studies in Lower Manhattan.

With the street management framework as the basis, we developed a number of plans for the city including commercial and residential parking strategies, tour bus loading areas, curbside management, streetscape improvements, and commercial delivery regulations.

On Long Island, Arup is leading a project with New York State to rebuild communities with projects centered around resiliency and targeted towards individual community needs. This process involves an extensive two-way public outreach that involves presenting data to community residents and then starting a dialogue to identify what the residents themselves believe are the greatest needs in their towns.

Arup also has significant technical experience that supports the visioning and masterplanning process. Through our work with NYCDOT, the District of Columbia DOT, and other agencies across North America, we have developed parking policies, methods for parking strategy implementation, and parking designs. Our planning capability is complemented with our industry leading green infrastructure and sustainability expertise.

With a clearly identified need to improve the parking situation, the City of Hoboken has taken just the right step in addressing this problem before reaching an inflection point at which the parking situation becomes so bad that residents, businesses, and customers opt for locations besides Hoboken.

In order to achieve the desired goals, this study will have to have the right focus in order to:

- Understand the constraints to parking in the City;
- Understand how the situation has developed;
- Understand the market needs and constraints;
- Understand stakeholder concerns and interests;
- Ensure alignment with previous plans;
- Develop the right evaluation approach with a clear focus on all the elements appropriate to the character and scale of Hoboken; and
- Chart the right path forward considering the most relevant constraints, which must include the regulatory and legislative frameworks, funding realities, and public outreach process to lead to ultimate policy enactment.

Our team will deliver a holistic approach that focuses on what really matters, identifies a set of robust alternatives that can achieve that necessary “we must do this” consensus among key project stakeholders, and identifies those actions required to take this project to the next stage of implementation. Arup will bring three key strengths to this project:

1. **An integrated Parking, Transportation, Green Infrastructure and Sustainability team.**

Arup is renowned for its technical expertise in the areas of transport planning, green infrastructure and design, and incorporating the tenets of sustainability at every step of a project. The combination of these skill sets is required to complete this assignment.

2. **Extensive experience leading masterplanning and visioning projects.**

Arup has been able to solve the most complex technical and policy challenges to help deliver the most notable built environment projects locally and abroad. This experience will help us not only identify the very best and most appropriate ideas, but the methodology to move them forward which touches on policy, design, communications, the regulatory environment and legislation.

3. **A local team connected to global experts.**

This project will be staffed out of our New York office, but we have the ability at any time to call on the experience and knowledge of our 11,000 colleagues around the world to address questions as they arise and to review work product to identify fatal flaws or new components or methods that will help shape preferred ideas into “must be done” project proposals.

## 2 About Arup

---

### 2.1 Firm Profile

Arup is a global firm of planners, designers, engineers and business consultants. Arup provides a diverse range of professional services to clients around the world, exerting a significant influence on the built environment. The firm is the creative force behind many of the world's most innovative and sustainable building, transport and civil engineering projects and design technologies.

Our planning approach puts people first and guides decision-making to optimize human experiences in urban places. Integrating complete streets, green infrastructure and digital technology into the streetscape, we are transforming, humanizing and activating streets and public spaces. Additionally, prioritizing walking, biking and transit leads to a mobility shift that creates vibrant, human-centered cities with more opportunity for civic engagement and a higher quality of life.

The Arup Team is pleased to work in Hoboken, Northern New Jersey, and the New York City metro area serving a variety of different planning and policy efforts. Most notably, we are happy to have a portfolio of work that spans a variety of different work areas including:

- Parking Studies
- Master Plans
- Green Infrastructure
- Public Outreach

## 2.2 Firm Locations

Name of Firm	Arup USA, Inc.			
Address of Principal Place of Business	77 Water Street, New York, NY 10005			
Address of All Other Offices	<b>Boston</b> 955 Massachusetts Avenue Cambridge, Massachusetts 02139 t +1 617 864 2987	<b>Chicago</b> 35 East Wacker Drive, Suite 1800 Chicago, Illinois 60601 t +1 312 849 5610	<b>Houston</b> 10370 Richmond Ave, Suite 475 Houston, Texas 77042 t +1 713 783 2787	<b>Los Angeles</b> 12777 W Jefferson Blvd, Suite 200 Los Angeles, California 90066 t +1 310 578 4400
	<b>New Jersey</b> 499 Thornall Street Edison, New Jersey 08837 t +1 732 623 7402	<b>San Francisco</b> 560 Mission Street, Suite 700 San Francisco, California 94105 t +1 415 957 9445	<b>Seattle</b> 403 Columbia Street, Suite 220 Seattle, Washington 98104 t +1 206 749 9674	<b>Toronto</b> 2 Bloor Street East, Suite 2400 Toronto, Canada M4W 1A8 t +1 416 515 0915
	<b>Washington, DC</b> 1120 Connecticut Avenue NW, Suite 1110 Washington, DC 20036 t +1 202 729 8220			

## 2.3 Additional Firm Information

### 2.3.1 Financial Condition

Arup USA, Inc. has been in business since 1999 and we have no financial conditions that would impede our ability to complete the project.

Arup USA, Inc. is not currently and has never been in any bankruptcy or re-organization proceedings. To the best of its knowledge, no principal is currently or has ever been in any bankruptcy or re-organization proceedings. The firm was formerly known as Ove Arup & Partners Massachusetts Inc. but has changed its name to Arup USA, Inc. on February 27, 2007.

### 3 Key Personnel

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We have assembled a team with extensive experience and leadership in parking studies, masterplans, sustainability and green infrastructure design, and outreach.

Arup's Project Manager, **Lawrence Nassivera**, will serve as the management lead for the Arup team and the primary point of contact for the City of Hoboken. Senior Planner at Arup, Lawrence has extensive experience on both agency projects and parking studies.

His responsibilities will include:

1. Day-to-day team leadership and internal team coordination;
2. Team communications with the City of Hoboken;
3. Assignment of resources;
4. Scope, schedule and budget adherence;
5. Supporting individual tasks;
6. Bi-weekly email update to the City of Hoboken regarding tasks underway, spend, percent complete, completed tasks, upcoming tasks, potential issues; and
7. Monthly summary report.

Lawrence will be supported by, and maintain regular contact with, **Trent Lethco**, who will provide project oversight as the Project Director. Trent is a principal of Arup and heads the firm's Integrated Planning group in New York. Trent has worked with agencies throughout the tri-state area. Trent's primary focus for each project is to effectively link transportation and land use policy to achieve fiscal, environmental, and social sustainability. He has been involved in a variety of projects in the public sector and has a thorough understanding of local, state, and federal guidelines.

Finally, Arup has pulled together an team of experts in planning, zoning, green infrastructure, and sustainability. These individuals are summarized in the next section.

## 3.1 Personnel Bios



**Trent Lethco, AICP**  
**Project Director**

Trent Lethco is a Principal with Arup's Integrated Planning team. Trent has a strong background in planning, policy, and funding issues. He also has extensive experience directing public involvement for projects involving multiple stakeholders. He has been involved in a variety of projects for clients in the public sector and has a thorough understanding of local, state, and federal guidelines.



**Lawrence Nassivera**  
**Project Manager**

Lawrence J. (LJ) Nassivera joined Arup's New York office as a Transportation Planner in 2004. LJ brings demonstrated experience with Geographic Information Systems (GIS), planning simulation software and New York City Metropolitan Area transportation planning issues. LJ's accomplishments include many complex planning and mapping tasks for Arup's Lower Manhattan Street Management project, including numerous on-street parking, transit and modeling tasks.



**Susan Ambrosini, AICP**  
**Land Use and Zoning**

Susan Ambrosini is a Senior Planner with Arup. She has ten years of urban planning experience focused on land use, urban design, transportation planning, and economic development, with a strong background in community planning and participation. Susan has an extensive understanding of municipal government operations and has worked with a variety of types of agencies and departments in different cities. Public outreach has been a key component of many of her projects, and Susan is skilled at developing successful community communications strategies, facilitating public meetings, and working with a variety of community organizations.



**Varanesh Singh, PE**  
**Parking and Street Design**

Varanesh Singh is an Associate with Arup. His focus combines areas of traffic and civil engineering. He has worked on projects ranging from traffic calming to parking design. Varanesh's project involvement spans North America. In one of his many projects, the Downtown Brooklyn Traffic Calming Project in Brooklyn, New York, he was part of the project team that eased dispute among the stakeholders as well as having helped with community outreach through an education initiative.



**Vincent Lee, PE**  
**Green Infrastructure**

Vincent Lee is an Associate in Arup's New York office and possesses a wide range of experience in sustainable site development, green infrastructure and water management. While serving as project manager and lead design engineer on a number of high-profile multidisciplinary projects worldwide, Vincent offers his clients a comprehensive understanding of delivering sustainable infrastructure while overcoming a diversity of complex and context-sensitive challenges.



**Adam Friedberg, PE**  
**Sustainability Consultant**

Adam Friedberg is a Sustainability Consultant in the New York Office and his roles include developing and implementing sustainable and resilient solutions for clients. Adam focuses on many areas of sustainability including green roof design and the analytical benefits of electric vehicle use. Adam's background and experience provides clients with a range of sustainable and resilient solutions from green buildings to citywide energy and environmental strategies.



**Matthew Sheren**  
**Planner**

Matthew Sheren is a Planner in the New York office at Arup. He has been involved in planning and transportation projects primarily throughout the New York and New Jersey region. He is particularly interested in large infrastructure projects and provides a range of technical services for strategic transportation plans and complex studies involving many inputs and stakeholders. His skills include planning research, analysis, spreadsheet models, and GIS.

## 4 Arup Qualifications

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Arup has extensive experience in the key areas of expertise required for this project, namely:

- Parking Studies;
- Visioning, Masterplanning & Outreach Projects;
- Green Infrastructure Projects; and
- Other Relevant Studies.

These projects are summarized below, and select projects are described in the “Key Projects” section. These Key Projects demonstrate specific examples of success or significant achievement serving public entities with the same or similar service.

## 4.1 Key Projects

### Lower Manhattan Street Management

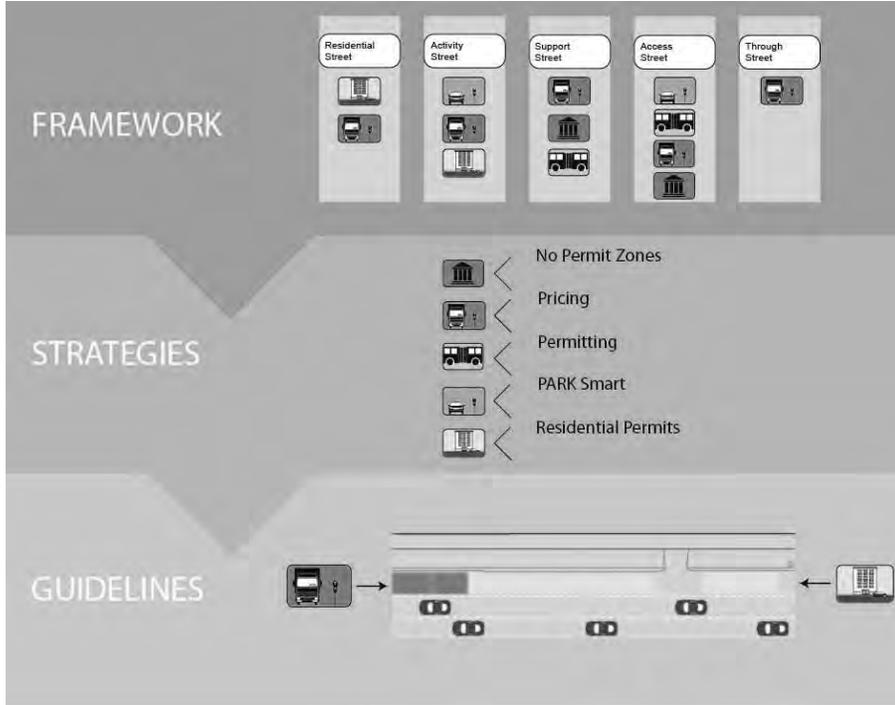
**Arup Role:** Prime Consultant

**Services Provided:** Transport Consulting

Arup is conducting a multi-faceted study with New York City agencies to reshape Lower Manhattan into a vibrant, mixed-use, 24-hour community. Using comprehensive street management framework, Arup has provided design and technical expertise to address transportation, land use and urban design issues in the community. Arup began by developing a comprehensive framework to assess the character of streets in Lower Manhattan. Once developed, this framework was used to inform analyses of proposed transportation and land use changes.

As part of this project, Arup conducted numerous parking studies such as:

- Placard Parking Study
- Chambers Street Parking Study
- Parking Technology
- Curb Management
- Manhattan Bridge Pedestrian Concept Plan
- 9/11 Memorial Bus Pick-up/Drop-off
- South Battery Park City Traffic Calming
- Tribeca Parking Plan
- Greenwich South Parking Plan



**NYCDOT ESA****Arup Role:** Prime Consultant**Services Provided:** Transport Consulting, Civil Engineering

Arup is currently engaged in a New York City-wide engineering services agreement focusing on parking, curbside management, risk and resiliency measures, transportation technology, and transit studies.

Arup performed an analysis of truck loading and unloading regulations for a proposed conversion to commercial metered parking in order to maximize the price value of the curb space and promote turnover in the dense Financial District. Arup also conducted street level analysis to improve resiliency of street network and identify opportunities for implementation of green infrastructure.



**Cleveland Park, Washington DC**

**Arup Role:** Subconsultant to Rhodeside & Harwell

**Services Provided:** Transport Consulting, Civil Engineering

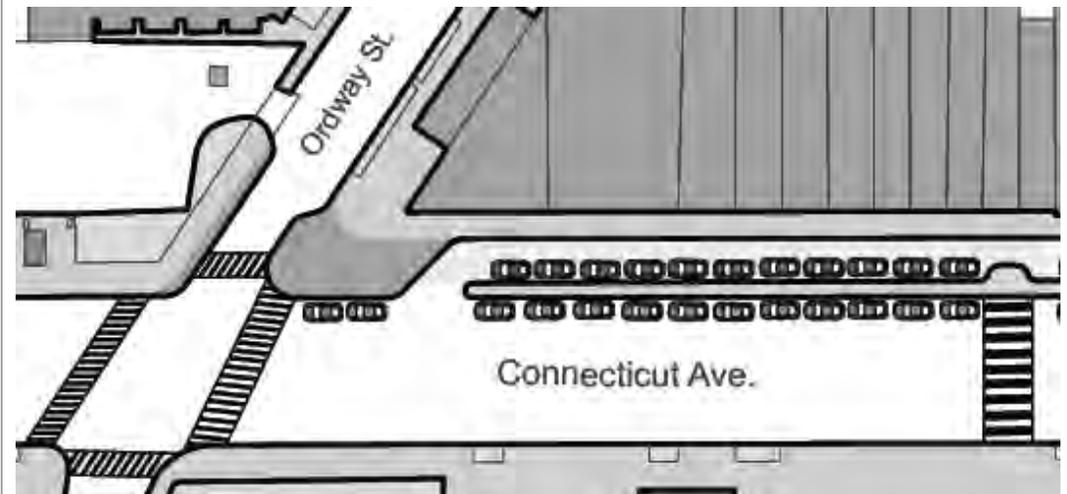
Arup is developing design concepts to make streetscape improvements and enhance pedestrian safety along the Connecticut Avenue Corridor of the historic Cleveland Park neighborhood in Washington, DC. Arup analyzed the various existing operations study as well as the Connecticut Avenue Coalition Committee Purpose and Need Document to understand specific issues and intersections of concern and develop multiple designs in order to present a variety of options to gather feedback from the client and community over the course of several public meeting and workshops.

Along with pedestrian safety, parking was a major concern for business owners and some residents. Arup developed different parking strategies, shown below, for the service lane, looked for shared parking opportunities in the neighborhood and sought ways to implement DDOT’s performance parking in the corridor.

As part of this project, Arup accomplished the following studies:

- Parking study
- Pedestrian safety and counts study
- Intersection studies

Added pedestrian space
  Full-time Parking
  Off-peak Parking



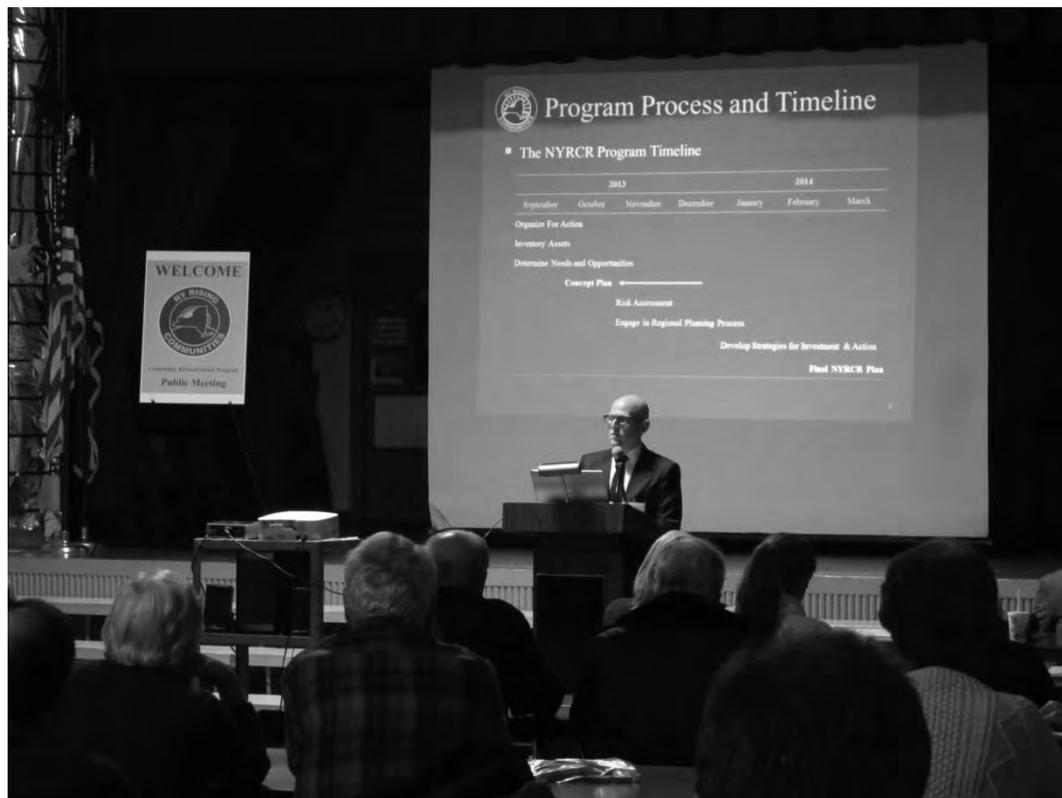
## New York Rising Community Reconstruction Program

**Arup Role:** Prime Consultant

**Services Provided:** Transport Planning, Public Outreach, Resiliency Planning

NY State established the New York Rising Community Reconstruction Program with funding allocated and consultants hired to assist the most affected communities in reconstruction planning. Arup is in the process of helping 5 communities identify reconstruction projects and activities for funding through a comprehensive planning process that includes asset inventory, risk assessment, needs and opportunities assessment, developing strategies for investment and action and as well as an implementation schedule. Arup, with the communities, will produce a Conceptual and Final Plan to present to the State.

Arup oversees the public engagement for this project, and manages an outreach process as well as a series of public and committee meetings for each of the five communities. The meetings serve to offer opportunities for public input and involvement at key milestones in the planning process.



## Newtown Creek Green Infrastructure

**Arup Role:** Prime Consultant

**Services Provided:** Civil Engineering, Geographical information systems

**Value Statement:** Arup developed a delivery plan involving efficient workflow and multiple packages to complete engineering design of 578 right-of-way bioswales within one year and construction completed within three years.

The NYC Department of Environmental Protection (NYCDEP) intends to leverage the use of green infrastructure to reduce combined sewer overflows and to meet and exceed the water quality standards of New York City’s waterways. The NYC Economic Development Corporation will be managing the process for NYCDEP to achieve the goals set forth in the NYC Green Infrastructure Plan.

Arup is contracted to retrofit the public R.O.W. with 578 “Bioswales” or “Stormwater Green Streets” within 531 acres of the Newtown Creek watershed in Brooklyn, NY. Our specific tasks include leading the civil engineering work on tributary analysis, site selection, mobile data collection, GIS data management, detailed engineering design and design services during construction.



**SoMa – Halsey Street Teachers Village, Newark, NJ****Arup Role:** Prime Consultant**Services Provided:** Civil Engineering

Teachers Village is a mixed-use development including Workforce Housing, Charter Schools and small to mid-scale retail. In total, the brownfield redevelopment involves seven new buildings and renovation of a listed building involving 65,000ft<sup>2</sup> of retail, 201,000ft<sup>2</sup> of residential (221 units) and 100,000ft<sup>2</sup> of education.

Sustainable design, new landscaping and streetscape improvements, including signage, are integral to the design. A portion of most roofs and elevated courtyards will be green roofs. These areas will collect storm water to reduce peak flows, as well as provide amenity spaces. The project is aiming for LEED Neighborhood Development accreditation and the Charter School is aiming for LEED New Construction accreditation.



## 4.2 Summary of Projects

<b>Parking Studies &amp; Curbside Management</b>
<b>Cleveland Park, Washington D.C.*</b>
<b>NYCDOT ESA*</b>
<p><b>Bay Area Rapid Transit (BART) Livermore Extension</b></p> <p>Arup is leading the Bay area Rapid Transit (BART) consultant team in developing alternatives for extending transit service to Livermore, CA. As a part of this effort, Arup developed parking scenarios for each extension alternative. These scenarios addressed the forecasted range of ridership for each alternative and the physical, environmental, and access constraints of possible parking sites. Through the environmental review process Arup will evaluate the impacts of parking and develop parking management strategies and policies including pricing and permitting to address impacts.</p>
<b>Tribeca Parking Plan [Lower Manhattan Street Management]*</b>
<b>Greenwich Parking Plan [Lower Manhattan Street Management]*</b>
<b>Placard Parking Study [Lower Manhattan Street Management]*</b>
<b>Chambers Street Parking Study [Lower Manhattan Street Management]*</b>
<b>Parking Technology [Lower Manhattan Street Management]*</b>
<b>Curb Management [Lower Manhattan Street Management]*</b>
<p><b>San Rafael Residential Parking Permit Feasibility Study</b></p> <p>Arup conducted a parking permit feasibility study in San Rafael, California and held public outreach sessions to educate the community about permit program and parking strategies. Arup evaluated various scenarios for implementing a parking permit program in four residential neighborhoods surrounding the City's downtown. The study identified local case studies, determined the number of single and multi-family units eligible for the program, calculated the initial capital and operating and enforcement costs, and developed short and long-term financial projections. The financial projections were based on different fees charged for residential and guest permits and citations.</p>
<b>9/11 Memorial Bus Pick-up/Drop-off [Lower Manhattan Street Management]*</b>
<b>South Battery Park City Traffic Calming [Lower Manhattan Street Management]*</b>

\* See description under "Key Projects"

**Main Street Unionville Precinct, Markham Canada**

Aimed at revitalizing the historic Unionville village area in Markham, Canada, Arup is leading a parking analysis that is examining the requirements for and availability of off-street parking, the feasibility of an on-street parking program, and options for a remote parking and shuttle service program. Arup is also providing strategic research and analysis for parking management practices, improved parking signage, and payment-in-lieu-of-parking programs.

**Appleby GO Station Site Circulation Study**

Working with GO Transit, the regional commuter rail service in the Greater Toronto and Hamilton Area, Arup lead a design study to optimise the Appleby GO Station commuter rail parking lot. Through on-site research and extensive consultation in a design charrette, Arup redesigned the parking lot to improve safety for pedestrians, cyclist, transit users, and drivers accessing the train station

**2 Queen West**

Arup provided parking analysis services to the developer of 2 Queen West, a proposed 65-storey mixed-use residential and retail tower. Located at the intersection of the Yonge Subway and a major streetcar line in downtown Toronto, Canada, Arup researched the precedents and provided analyses supporting the developer's proposal to provide zero off-street parking spaces for this tower.

**Langfang, China**

Arup conducted trip and parking generation study for a site consisting of over 28 million square meters of in housing, office, retail, cultural, hotel and convention center space. Arup produced a comprehensive parking generation study that began with an in-depth review of four parking standards to find the most appropriate rates for the mixed-use development. Arup also provided recommendations for encouraging alternative transportation, promoting shared parking strategies and delivery management.

**Visioning, Masterplanning & Public Outreach****New York Rising Communities Reconstruction Program\*****Manhattan Bridge Pedestrian Mobility Planning [Lower Manhattan Street Management]\***

**Mass Transit Task Force, New York**

Arup is providing technical support to the New NY Bridge Mass Transit Task Force Study, a 31-member body tasked with developing short-, mid- and long-term transit recommendations for the I-287 corridor in Rockland and Westchester Counties. The recommendations will be developed for the New York State Thruway Authority and the New York State Department of Transportation. As part of this work, Arup is conducting extensive stakeholder engagement that has successfully defined the vision for transit along the corridor. Arup is currently developing numerous transit options grounded in technical analyses. As part of a parallel task, Arup is a key member of the New NY Bridge public outreach team that is helping address community concerns as bridge construction gets underway.

**Concord Naval Weapons Station, Concord, California**

The City of Concord selected Arup to lead the comprehensive, multi-year re-use planning effort for the 5,000+-acre Concord Naval Weapons Station.. Arup’s approach to planning led to achieving consensus in the community and unanimous support for the plan by the City Council. In addition to providing overall project management and directing the master planning, Arup was responsible for the infrastructure, transportation, and climate action components of the plan. Arup prepared preliminary infrastructure plans for all urban services, as well as cost estimation used in evaluating the Plan’s feasibility and fiscal impact.

To create an place that is truly transit-supportive, the Area Plan establishes parking maximums, in addition to minimums, in residential areas, as well as unbundling the costs of parking from housing in multi-family dwellings. In commercial and mixed-use areas, it requires there to be a charge for all public parking, at a rate that varies in response to demand.

**Smart Streets Pittsburgh (Technology & Wayfinding)**

Arup is leading a multidisciplinary team to develop and implement smart streets in two of Pittsburgh’s neighborhoods, Oakland and the North Side. Smart Streets Pittsburgh is an opportunity to develop and deploy innovative ideas to facilitate better experiences within the urban environment. This project will seek to fuse together information technologies, art and urban design to create identity and a sense of place in the neighborhoods. Improvements in the areas of technology, art and street design will be driven from the overall wayfinding framework approach. The wayfinding strategy will identify how wayfinding can operate at a regional, community and local neighborhood levels to create unique and identifiable brands for both neighborhoods.

As Pittsburgh continues its transition from a manufacturing-based to a knowledge-based economy, Smart Streets Pittsburgh will create the environment that attracts the future drivers of that new economy, while retaining its graduating students.

**Green Infrastructure Projects**

**NYCDOT ESA\***

**Newtown Creek \***

**SoMa – Halsey Street Teachers Village, Newark, NJ\***

**Hunter’s Point South, Long Island City, NY**

Arup has contributed significantly to a number of pilot projects for green infrastructure at Hunter’s Point South. Currently, we are leading a project team charged with designing sustainable infrastructure (including a waterfront park) to support a new 30-acre neighborhood.

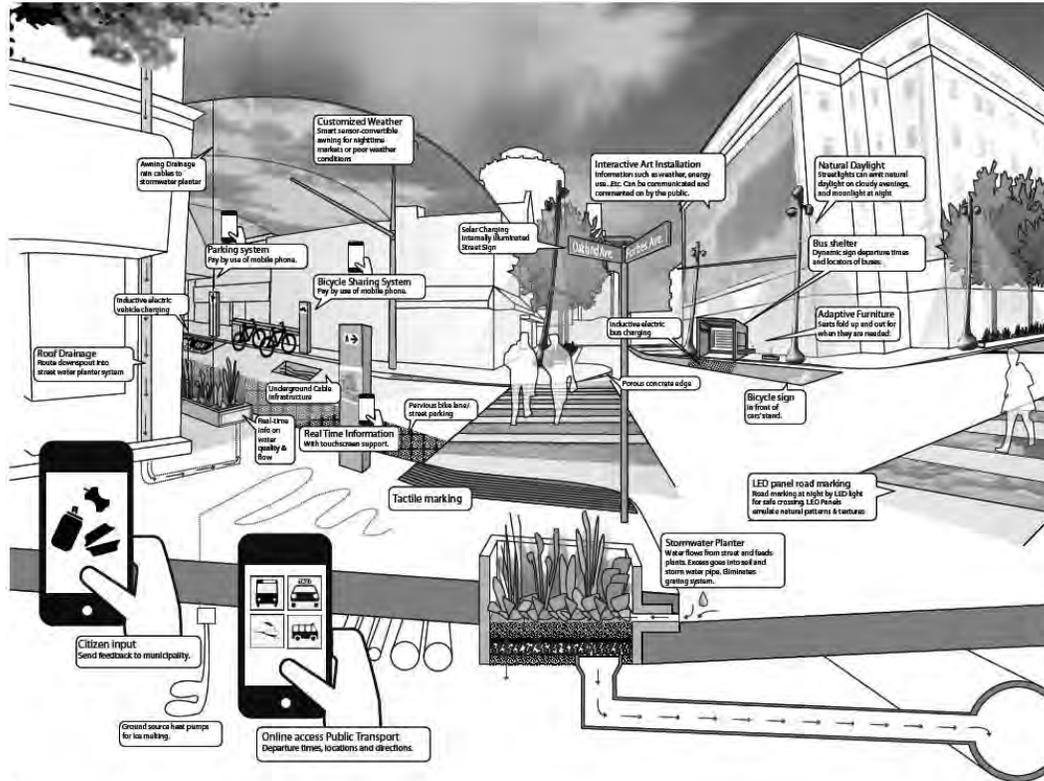
**East River Waterfront Esplanade and Piers, New York, NY**

Arup and its Joint Venture partner HDR/Daniel Frankfurt were appointed by the NYCEDC, are providing multidisciplinary engineering, sustainability, cost estimating and related consulting services for the East River Waterfront and Piers project. The scope also included acting as prime consultant and managing the deliverables of the EDC-appointed architect for the project, SHoP.

**St. Elizabeths East Campus Washington, DC**

Arup’s multidisciplinary team provided technical, commercial and financial feasibility analysis regarding sustainable infrastructure for St. Elizabeths East Campus.

\* See description under “Key Projects”



*Sample Smart Streets Pittsburgh*

## 4.3 References

Project / Status	Reference and Contact Information
<p><b>Lower Manhattan Street Management</b></p> <p>Arup is conducting a multi-faceted study with New York City agencies to reshape Lower Manhattan into a vibrant, mixed-use, 24-hour community</p>	<p>Suchitra Sanagavarapu NYCDOT Lower Manhattan Borough Commissioner's Office Project Manager T+1 212-839-4462 <a href="mailto:ssanagavarapu@dot.nyc.gov">ssanagavarapu@dot.nyc.gov</a></p>
<p><i>Dates, cost and scope of service:</i> The project took place from 2004 to 2012. The final budget was \$6M to cover the following various planning studies ranging from parking, street management, traffic analysis, etc.</p> <p><i>Status and Comments:</i> The project is now complete but remained on budget and schedule while active.</p>	
<p><b>NYCDOT ESA</b></p> <p>Arup is currently engaged in a New York City-wide engineering services agreement focusing on parking, curbside management, risk and resiliency measures, transportation technology, and transit studies.</p>	<p>David Stein Deputy Director Parking Management and Planning Unit Bureau of Parking New York City Department of Transportation Direct: 718.786.7850 <a href="mailto:dstein@dot.nyc.gov">dstein@dot.nyc.gov</a></p>
<p><i>Dates, cost and scope of service:</i> The project started in 2013. The fee varies based on the scope of work (please see reference under “Key Projects”.</p> <p><i>Status and Comments:</i> The project is on-going and is on budget.</p>	
<p><b>Cleveland Park</b></p> <p>Arup is developing design concepts to make streetscape improvements and enhance pedestrian safety along the Connecticut Avenue Corridor of the historic Cleveland Park neighborhood in Washington, DC.</p>	<p>Kelly Peterson   Transportation Planner Policy, Planning &amp; Sustainability Administration   District Department of Transportation 55 M Street, SE, Suite 500, Washington, DC 20003 tel: 202.671.4573  fax: 202.671.0617 <a href="mailto:kelly.peterson@dc.gov">kelly.peterson@dc.gov</a></p>
<p><i>Dates, cost and scope of service:</i> The project started in 2013 with a fee of approximately \$95,000. Arup developed different designs and parking strategies, a corridor along Connecticut Avenue in the Cleveland Park neighborhood of Washington, DC.</p> <p><i>Status and Comments:</i> The project is on-going and is on budget.</p>	

<p><b>New York Rising</b></p>	<p>Laura Munafo Nassau County Liason New York State Homes and Community Renewal +1 518 421 7620 lmunafo@nyshcr.org</p>
<p>NY State established the New York Rising Community Reconstruction Program with funding allocated and consultants hired to assist the most affected communities in reconstruction planning.</p>	
<p><i>Dates, cost and scope of service:</i> The project started in 2013. Arup is providing planning, stakeholder, and community outreach services for communities in Nassau County as they rebuild after various major storms. <i>Status and Comments:</i> The project is on-going and is on budget.</p>	
<p><b>SoMa Teacher’s Village</b></p>	<p>Ron Beit, president RBH Group LLC 16 West 36th Street, Suite 801 New York, NY 10018 T +1 212 685 7833 E ron@rbhgrp.com</p>
<p>Teachers Village is a mixed-use development including Workforce Housing, Charter Schools and small to mid-scale retail.</p>	
<p><i>Dates, cost and scope of service:</i> The project is slated to end in 2013. Arup’s civil engineers are working to make the project more green. The neighborhood revitalization plan includes the construction of a new street to optimize transportation circulation around the new schools. <i>Status and Comments:</i> The project is on-going and is on budget.</p>	

## 5 Scope of Work

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Developing and selecting a set of preferred recommendation will require a process through which the City of Hoboken and its stakeholders can articulate their aspirations for the future of parking in Hoboken. This vision can then guide the recommendations evaluations process and help shape the future of the City.

Developing the preferred recommendations involves:

- Parameter Definition and Project Definition (Setting the vision)
- Review and Assess Previous Studies and Develop Conceptual Recommendation
- Hear from Stakeholders and the Public
- Final Report (the Final Plan)

These tasks are summarized in further detail below.

### 5.1 Task 1 - Kickoff and Visioning

Arup and the City will first hold a kick off meeting. At the kickoff meeting, the consultant team will discuss the available data and request the information that will inform future steps in the study. The City will inform the consultant team as to requirements and expectations for the initial stages of the project, including developing a vision and conducting the first stakeholder meeting.

#### 5.1.1 Developing a Vision for the Plan

Our initial work program consists of defining the vision, goals, and preliminary concept designs for the site and developing a vision plan for the Parking Master Plan. This vision, goals and objectives will be informed by previous work done in the community by the City of Hoboken. The preliminary vision and objectives set forth in the RFQ will serve as a foundation for dialog about the final vision, goals and objectives for the plan. Arup will take previous materials, reframe them to reflect existing needs and share some proposed goals statements with the ASC and the community oversight committee.

#### 5.1.2 Vision Workshop & Goals Development

An important initial step is to first establish a vision and a set of goals and objectives for Hoboken and supporting program of activities, experiences, and uses. To help develop the vision, the City and consultant team will conduct the first stakeholder meeting to get buy-in from local stakeholders on the development of the overall plan and to receive their feedback on a vision for the project. With this feedback in mind, and that of the City, the vision and goals will be developed in order to help frame the subsequent development of plan concepts. Developing

this vision at the outset ensures the project will unfold according to the expectations of all involved.

#### Deliverables:

- Kickoff meeting with the City's project management team. Arup will prepare agenda and meeting minutes, and Arup will provide attendance by two staff members.
- Official data request memo
- Stakeholder Meeting 1: Vision Workshop. Arup will provide attendance by three staff members.
- Vision statement

## 5.2 Task 2 - Existing Conditions

Hoboken is not alone. Most cities and neighborhoods have been working for years to rebalance the transportation network to strike the right balance between cars, people, transit, bicycles, green infrastructure, and the communities along their public rights-of-way. Hoboken is at the forefront of innovative transportation planning and the culture of the City and its Parking Utility, combined with the skills of Arup and the needs of the local community, ensure a process that will yield recommendations that provide a better allocation of the space used for parking within the local community. Arup has worked in partnership with local communities and the cities they are served by to rebalance transportation so it leads to integrated solution that leverage the roadway asset and create multiple returns for the communities along it – social, economic and environmental.

Arup will review the 2004 City Master Plan, its 2010 revision, the City's Bicycle and Pedestrian Plan, and the City's Complete Streets policy along with information on transit, ridesharing, taxicabs, and other non-single-occupancy vehicle modes of transport in order to paint a picture of parking supply and demand over the course of the average day in Hoboken. Additionally, any other immediately available and relevant plans received from the City after the kickoff will be reviewed for input into the Existing Conditions Assessment as well.

Arup will examine the pricing policies currently in effect and compare them to neighboring or allied municipalities with similar parking constraints. Arup will also look at the innovative measures currently in effect, such as Corner Cars and parking permit re-purchases in order to build on these already existing programs.

Arup will contact Hudson TMA for information regarding various Transportation Demand Management strategies, especially with regard to the City's inbound employment trips.

Arup will review curbside loading regulations and compare them to our extensive curbside management in New York City neighborhoods like Battery Park City, an area that shares many characteristics with Hoboken.

This research will be summarized in a draft existing conditions report that will provide an overview of the following in Hoboken:

- On-street parking
- Off-street parking
- Loading zones
- Pricing
- Technology in place
- Areas of special concern

In order to further inform the draft existing conditions report, the first public meeting will be held in order to engage City residents and hear what is successful with current practices, what is not successful, and to develop a wish list for future improvements. The City and the consultant team will utilize a weekly project management conference call in advance of the public session to develop a structured agenda for the meeting, which Arup will type-up for the City to provide at the meeting. At this public session we will ask residents about their concerns and the changes they would like to see in order to make Hoboken a more livable, successful community. For this meeting, Arup will provide three facilitators, and the City will provide the venue for the meeting as well as advertising and outreach. Arup will take notes at the meeting and document sketches or hand-written comments performed at the session in order to deliver a final set of minutes to the City.

With comments from the public session now in-hand, the consultant team will at this point deliver the draft existing conditions report containing a section discussing feedback heard. After an initial review of the document by the City, the second stakeholder meeting will be held in order to process the document and the public session and move towards both a final report and the next stage of the project: Best Practices.

#### Deliverables:

- Call with Hudson TMA and follow-up, if necessary
- Public Meeting 1: Existing Conditions and Wish List
- Draft Existing conditions Assessment
- Stakeholder Meeting 2: Existing Conditions Assessment
- Final Existing conditions Assessment

### **5.3 Task 3 - Review Domestic and International Best Practices**

Using the local knowledge of Hoboken gained from the previous stage of the project and our extensive subject-matter project experience, the consultant team will select some of the most successful parking-related elements in use in this country and around the world for application here.

Using Arup's internal information-sharing networks, we will leverage the collective knowledge of our 11,000 colleagues over all 6 populated continents to find some of the most innovative parking projects across large cities and small, dense, mid-sized cities like Hoboken.

Arup will perform case studies of multi-use parking facilities in the United States and around the world in order to bring best practices in design, usage, and pricing to this plan.

We will also look at various worldwide examples of parking pricing and other parking demand measures that would be applicable to Hoboken's situation.

At this point, we will bring in resources from our Civil Engineering and Sustainability teams to impart their project experience from award-winning green infrastructure and low-impact developments including lessons learned during design, construction, and operation of these facilities.

#### Deliverables

- Best Practices Parking Strategies – Draft and Final

## 5.4 Task 4 - Develop Draft Recommendations

Using the input received in the previous meetings, we will pare the longlist of potential projects to the ones that are feasible given the scale of Hoboken, its unique character, and the ability of the City and other stakeholders to implement the proposed recommendations. The draft recommendations will return to the idea of creating the conditions at which someone can choose to live in Hoboken without a car and will be a synthesis of the work performed until that date.

We will develop a set of design guidelines and a toolbox of green infrastructure and sustainability-related interventions that can be applied to future parking-related constructions or retrofits.

We will hold the second stakeholder meeting near the beginning of this process in order to see which ideas and technologies pique the interest of the various stakeholders and which options may not be implementable given the legal and regulatory environment.

The second public meeting will be held at this stage to present the draft recommendations and receive feedback from the public including which recommendations are likely to gain support and which ones face delayed acceptance or outright opposition.

Arup and the City will apply the same meeting strategies for the facilitation of this stakeholder meeting and public session as with the previous ones.

#### Deliverables

- Draft Master Plan Report
- Design guidelines for sustainable interventions to parking facilities

- Stakeholder Meeting 3: Draft Recommendations
- Public Meeting 2: Presentation and Feedback
- Summary of public feedback

## 5.5 Task 5 – Final Master Plan

Using the inputs from the meetings, the comparator projects, and the information and innovations discovered along the way, a final set of recommendations will be drafted and presented to the City.

### Deliverables

- Final Master Plan Report
- Stakeholder Meeting 4: Final Presentation

## 5.6 Task 6 - Project Management

The Arup and City project managers will conduct weekly half-hour to hour conference calls to discuss upcoming meetings or deliverables and touch base on project news and questions. Arup will produce a monthly summary report to deliver to the City's project manager discussing schedule performance, tasks completed, percent complete, fee spent and fee remaining.

### Deliverables

- Weekly conference calls
- Monthly Reports for the duration of the project

## 6 Schedule

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The schedule is summarized on the following page.

## 7 Fee

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The fee is summarized on the following page.

SCHEDULE																									
City of Hoboken - Citywide Parking Master Plan																									
Task	Task Name	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6			
		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24
1	Kickoff & Visioning																								
	Kickoff meeting																								
	Data request																								
	Stakeholder Meeting 1: Vision Workshop																								
	Vision Statement																								
2	Existing Conditions																								
	Public Meeting 1: Existing Issues & Opportunities																								
	Draft Existing Conditions Assessment																								
	Stakeholder Meeting 2: Existing Conditions Assessment																								
	Final Existing Conditions Assessment																								
3	Best Practice Review																								
	Best Practice Parking Strategies - Draft																								
	Best Practice Parking Strategies - Final																								
4	Draft Recommendations																								
	Draft Master Plan Report																								
	Stakeholder Meeting 3: Draft Recommendations																								
	Public Meeting 2: Draft Recommendations																								
5	Final Master Plan																								
	Final Master Plan Report																								
	Stakeholder Meeting 4: Final Presentation																								
6	Project Management																								
	Project Management																								

- Meeting
- ◆ Deliverable

# Appendix A

## Resumes

# Trent Lethco, AICP



Trent Lethco is a Principal with Arup's Integrated Planning Group. He has over 15 years of experience and has worked in New York, Boston, Washington DC, Los Angeles, Chicago, and the San Francisco Bay Area. Trent has a strong background in transportation planning, policy, and funding issues. Trent's primary focus is on effectively linking transportation and land use policy to achieve fiscal, environmental, and social sustainability. He has been involved in a variety of projects for clients in the public sector and has a thorough understanding of local, state, and federal guidelines.

## Profession

Transportation Planner

## Current Position

Principal

## Joined Arup

2002

## Years of Experience

15

## Qualifications

MA, Urban Planning (Transportation), University of California, Los Angeles, 1998

BA, History, University of California, Berkeley, 1992

AICP, American Institute of Certified Planners

## Professional Associations

Board Member, Regional Plan Association

Member, TRB Transportation Issues in Major U.S. Cities Committee, 2008-Ongoing

American Institute of Certified Planners, 2005

Member, American Planning Association

Member, Women's Transportation Seminar

## Awards

Toronto Waterfront Lower Don Lands, Clinton Climate Initiative program to demonstrate economic, environmental strategies for sustainable urban growth, 2009

## Publications

Trent Lethco, et al., Microsimulation Model Design in Lower Manhattan: A Street Management Approach. New York, NY: Arup, 2009\*

Trent Lethco, et al., A Street Management Framework for

Trent's strengths lie in his ability to articulate the connections between land use and transportation policy and planning and bring about consensus among a variety of stakeholders.

## Lower Manhattan Street Management, New York, NY

For the New York City Department of Transportation, Arup manages a team of consultants responding to a variety of pressing mobility concerns in Lower Manhattan which is the third largest business district in the United States. Transportation concerns are associated with new developments and the eventual reopening of the World Trade Center. The team has developed comprehensive street management framework which can provide solutions for bicycle, pedestrian and transit users while also harmonizing traffic operations for the Lower Manhattan community. This work relies on technical planning studies, developing planning and operations traffic models, analyzing parking practices and policies, and recommending overall street management strategies for the area below Canal Street.

## Smart Streets Pittsburgh, Innovation Oakland, Pittsburgh, PA

Project Director for Smart Streets Pittsburgh. The project is a comprehensive, multidisciplinary wayfinding and branding strategy for the Oakland Business Improvement District in Pittsburgh, PA. The project fuses traveller information, smart streets, wayfinding, art, light and sound to create new methods for navigation and new user experiences. Trent provides overall creative and technical direction to a multidisciplinary planning and design team.

## CityArchRiver 2015, St. Louis, MO

Arup, on a team led by MVVA Landscape Architects, won the international design competition for the redevelopment of the Jefferson National Expansion Memorial (Gateway Arch) in St. Louis, Missouri. The design concept will redevelop the Arch Grounds and more importantly, will reconnect the Arch with the surrounding City which is currently separated by major highway, road and bridge

Lower Manhattan: The Downtown of the 21st Century. New York, NY: Arup, 2009

#### **Presentations**

Railvolution Conference, "Increasing Transit's Share of the Commute Trip Session," October 28, 2008

Moving from Policy to Place Conference, "Bridging the distance between home and work – creating better urban spaces," June 23, 2008

TOD Regional Summits in Brisbane, Sydney, and Melbourne. From Policy to Place: Making TOD Happen in Australia

MassImpact, "Low Impact, High-Mobility Cities," June 9, 2008

7th Annual New Partners for Smart Growth Conference: Building Safe, Healthy, and Livable Communities, "Transit-Oriented Development Decision-Making: One Size Does Not Fit All," February 7, 2008

2006 Railvolution 2006 Conference, "Corridor Land Use: Transit + Development," November 7, 2006

The Metropolitan Transportation Commission's Housing Incentive Program, Regional Smart Growth Session, April 17, 2002

infrastructure. Trent led transportation planning wayfinding, traffic modelling, parking and user experience studies. 2010-ongoing

#### **Valongo Waterfront, Santos, Brazil**

The World Bank commissioned Arup to study and draft plans to revitalize the Port of Santos Waterfront. Arup considered the waterfront relationship to the historic city centre and after alternative testing and evaluation proposed the development of a cruise ship terminal, a marina, shops, cultural facilities and transport infrastructure. The revitalization masterplan integrated an overarching strategy capable of responding to economic and social changes within two 25 year cycles. More than a list of improvements, the work is a tool for decision making that will support the authorities as the Port of Santos and Brazil grow in the years to come.

#### **Yongsan International Business District. Sustainable Mobility Strategy, Seoul, Korea**

In partnership with Studio Daniel Libeskind, Trent oversaw the development of local and regional transportation strategies to sustain the development of 30M M<sup>2</sup> of mixed-use development at the convergence of the city of Seoul's underground subway and national rail system. With two subway stations, a regional airport rail link, and connections to the national commuter rail system, the Yongsan IBD masterplan had pedestrian, bicycle, transit, and vehicular access plans to serve this new development.

#### **Hudson Square Streetscape Improvement Plan, New York, NY**

Project Director for a study to support the improvement of Hudson Square through traffic calming, smart streets and other urban design strategies to enhance the public realm and create a more attractive environment for living, walking, working and enjoying one of the key hubs for the technology industry in New York City.

#### **Tysons Corner Development Plan, Tysons Corner, VA**

Tysons Corner is a high density, auto oriented suburban employment center that is the tenth largest CBD by square foot of development in the US. The district is seeking transformation into a mixed-use, transit, bicycle and pedestrian friendly district that rivals the noteworthy downtowns of the United States. As a part of Arup's engagement, Trent identified and recommended transit and mobility enhancements and auto trip reduction strategies for future development programs in the Tysons Corner area. Strategies included walking, bicycling, local and regional transit network enhancements along with internal trip capture. In addition, recommended alternative ways to assess and analyze the impacts of future developments.

#### **Lower Don Lands Masterplan, Toronto**

Waterfront Toronto is developing a 150-acre mixed-use development in the Lower Don Lands along the waterfront. Trent managed the transportation components of the project which pedestrian network

enhancements, waterfront bicycle strategies, vehicular and pedestrian bridges, municipal infrastructure, and major earthworks. He oversaw the development and evaluation of transportation network alternatives and creation of a transportation master plan for the area.

**Princeton Arts and Transit Plaza, Princeton, NJ**

Trent oversaw the development of the inclusion of BRT, local transit, bicyclists and pedestrians into the design concept for the Princeton Arts and Transit Plaza. Once the design concept was agreed, he also oversaw the development of a VISSIM microsimulation model to show the operations of the Arts and Transit Plaza for public meetings

**Boise Downtown Mobility Study, Boise, ID**

Project Manager for the Downtown Boise Mobility study, which is a multimodal transportation plan, land use and zoning strategy, economic development program, and urban design program for downtown Boise, ID. Work tasks include developing integrated land use and transportation forecasts, transportation system evaluation, peer city review for downtown circulator and multi modal center, enhancing land use policies and programs, and an economic development strategy downtown.

**Access BART System Wide Study, San Francisco, CA**

Project Manager leading this effort to develop a system-wide access and Transit Oriented Development (TOD) strategy for boosting ridership and improving access. The assessment will identify strategies for increasing BART ridership through transit oriented development, access enhancements and joint development. Trent was also involved in public private partnership development regarding the West Dublin BART station.



# Lawrence J. Nassivera



## Profession

Transportation Planner/GIS Analyst

## Current Position

Senior Planner

## Joined Arup

2004

## Years of Experience

11

## Qualifications

MS Transportation Planning/  
Engineering, Polytechnic  
University, Brooklyn, New York,  
2004

BA Geography, University of  
South Carolina, Columbia, South  
Carolina, 2002

Lawrence J. (LJ) Nassivera joined Arup's New York office as a Transportation Planner in 2004. Prior to joining Arup, LJ interned on the Second Avenue Subway project for two years while pursuing his graduate degree. LJ brings demonstrated experience with Geographic Information Systems (GIS), planning simulation software and New York City Metropolitan Area transportation planning issues.

LJ's accomplishments include many complex planning and mapping tasks for Arup's Lower Manhattan Street Management project, including numerous on-street parking, transit and modeling tasks. He has used pedestrian modeling software to support layout and planning for most of the Second Avenue Subway's 16 new stations, Union Station construction staging, and Paramics to assist in the traffic modeling of Lower Manhattan.

Lawrence's work involves all aspects of transportation planning, with a focus on curbside management, GIS mapping and pedestrian planning.

## Engineering Services Agreement, Commercial Meters, New York, NY

Task Manager for ESA task order with NYCDOT to survey existing truck loading regulations in the Financial District of Manhattan and make recommendations for the conversion of these blocks to metered commercial regulations. This task was critical in helping NYCDOT to improve the truck turnover and price parking in this area of highly constrained and highly valuable curbspace.

## Lower Manhattan Street Management, Curbside Management, New York, NY

Task Manager for a major planning exercise to advise the client on managing on-street curbside parking regulations in Lower Manhattan. Oversaw the development of a complex framework of parking regulations and GIS processes on how to apply these regulations based on land use, street type, time of day and more. Within this task were two mini-tasks to develop specific regulations and proposals for the streets of the Tribeca and Greenwich South neighborhoods.

## Lower Manhattan Street Management, Placard Parking Task, New York, NY

Task Manager and transportation planner in the second year of a multi-year contract with NYCDOT. Managed a major data collection, storage and reporting task with respect to parking in

Lower Manhattan. Coordinated a sub-consultant in collecting two months of parked vehicle data, created a new GIS database to store the data, and reported the data and results to NYCDOT including reports, series of maps, and multiple presentations to high-level city officials. The final report, including an extensive map appendix, for the study was released to the public and was summarized in multiple media sources. The high profile nature of the job and quality of the final product led to continued parking work for the LMSM project. This role led to task management duties with regards to revising NYCDOT's parking regulation database, revision of the original parking report, and a "next steps" task order providing assistance to the City in organizing the future of parking in Lower Manhattan.

**Lower Manhattan Street Management, 9/11 Memorial Planning, New York, NY**

Task Manager for a joint effort between Arup and NYCDOT to help plan the transportation components necessary for the smooth opening of the National 9/11 Memorial in Lower Manhattan. LJ was seconded to NYCDOT offices for six months to assist on all matters of tour bus operations, signage, pedestrian planning, on-street parking and more. Completion of this task order led to the successful implementation of a number of bus and pedestrian initiatives on the streets surrounding the 9/11 Memorial.

**Lower Manhattan Street Management, Bus Management, New York, NY**

Task Manager for a team of planners and subconsultants surveying existing bus movements and parking preferences during multiple field visits over two years. Led the effort to collect, compile and analyze data in order to provide NYCDOT with an understanding of bus behavior and recommendations for the future of bus parking in Lower Manhattan.

**Lower Manhattan Street Management, Base of the Manhattan Bridge, New York, NY**

Task Manager for conceptual planning and design effort to improve the Manhattan approach to the Manhattan Bridge. Tasked with improving the pedestrian network and making it safer while maintaining parking and vehicular operations. Created a high-level traffic model, pedestrian level-of-service and accessibility analysis and facilitated numerous design workshops. Task order resulted in alternatives to be presented to NYCDOT and the local community.

**Engineering Services Agreement, Climate Adaptation, New York, NY**

Task Manager for ESA task order with NYCDOT to investigate Hurricane Sandy-damaged streets in Queens and Staten Island and to make recommendations for the future of the streets as a part of NYCDOT's application to FEMA for funding. Led and coordinated a team of civil engineers on site visits and analysis/recommendations.

# Susan Ambrosini, AICP



## Profession

Urban Planner

## Position

Senior Planner

## Joined Arup

2013

## Years of Experience

10

## Qualifications

MUP (Urban Planning), City University of New York, Hunter College, 2005

BA, Political Science, University of Colorado, Boulder, 1997

AICP Certified, American Institute of Certified Planners (AICP)

## Professional Associations

Member, American Institute of Certified Planners (AICP)

Member, American Planning Association (APA)

Member, Urban Land Institute

## Awards

AICP Outstanding Student Award

## Presentations

American Planning Association Conference Panelist, "Multi-Modal Transformation of L.A.'s Westside," April 2012

Susan Ambrosini is a Senior Planner with Arup. She has ten years of urban planning experience focused on land use, urban design, transportation planning, and economic development, with a strong background in community planning and participation. Susan is adept at understanding residential, commercial and industrial land use issues and opportunities, utilizing her strong foundation in retail analysis, economic development, and housing policy. Susan also specializes in sustainable transportation, looking at ways to create more balanced, multi-modal streets that better function as successful public spaces. This deep understanding of both land use and transportation planning, and how the two areas are interdependent, is a key strength that she brings to every project.

A recent focus has been planning for transit-oriented development, including analyzing economic and real estate opportunities, creating development and design standards, and developing streetscape plans. She is also proficient in writing zoning and urban design regulations and guidelines. Susan has an extensive understanding of municipal government operations and has worked with a variety of types of agencies and departments in different cities. Public outreach has been a key component of many of her projects, and Susan is skilled at developing successful community communications strategies, facilitating public meetings, and working with a variety of community organizations.

Susan's strength lies in her ability to weave her land use, urban design, transportation, and economic development expertise into holistic, community-driven project outcomes.

## Transit Neighbourhood Planning for Expo Line Light Rail, Los Angeles, CA\*

Project Manager for \$3 million transit-oriented planning project to create new land use, zoning, urban design, streetscape, and parking regulations around six new light rail stations in West Los Angeles; led all technical teams, managed diverse consultant team, and created and monitored project scope and budget.

## Westside Mobility Plan, Los Angeles, CA\*

Project Manager for Westside Mobility Plan, a \$2.6 million joint Department of Transportation/City Planning effort to study and model the future of West Los Angeles' multi-modal mobility, perform a nexus study to update transportation impact fees and capital project lists, create new Transportation Demand Management strategies, improve parking regulations and management, and create

new Streetscape Plans along key boulevards, in coordination with the public, Metro, Council and Mayor's Offices, Los Angeles World Airports, and adjacent cities.

**West Los Angeles Community Plan Update, Los Angeles, CA\***

Associate Project Manager for West Los Angeles Community Plan update, a comprehensive plan for land use, zoning, urban design, and mobility, which included extensive coordination of community groups, neighborhood councils, elected officials, and business and property owners.

**San Vicente Boulevard and Pacific Palisades Commercial District Specific Plan and Design Guidelines, Los Angeles, CA\***

Managed commercial and mixed-use project review process for downtown Brentwood and Pacific Palisades neighborhoods, including the coordination of citizen Design Review Boards.

**Manhattanville Physical Conditions Assessment, New York, NY\***

Project Manager for physical conditions assessment of 67 properties in West Harlem. Work included creating an evaluation criteria and methodology for a possible blight finding, assessing the general physical and economic condition of the area, and analyzing the structural integrity of buildings with a team of civil engineers. The work was performed for Empire State Development in coordination with their legal counsel.

**Atlantic Yards Environmental Impact Statement, New York, NY\***

Evaluated impacts of proposed \$3.5 billion, 17-acre residential, office, and basketball arena complex (Barclays Center) in downtown Brooklyn on adjacent retail corridors and residential neighborhoods.

**Manhattanville in West Harlem Rezoning and Academic Mixed-Use Development Environmental Impact Statement, New York, NY \***

Performed and authored analysis of the socioeconomic impacts of Columbia University's proposed campus in West Harlem as part of Environmental Impact Statement.

**Jamaica Rezoning Environmental Impact Report, New York, NY\***

Analysed impacts of potential rezoning in Jamaica, Queens on retail and construction industries (Client: NYC Department of City Planning)

**Wyandanch Retail Analysis and Blight Study, Wyandanch, NY\***

Performed blight study and analysis of existing and potential retail, office and industrial market in Wyandanch, Long Island (Client: Town of Babylon)

**Glen Cove Urban Renewal Area Study, Glen Cove, NY\***

Project Manager for Urban Renewal Area study of existing industrial waterfront uses in Glen Cove, Long Island. Work involved surveying the economic and physical conditions of an existing urban renewal area as part of possible blight finding.

\* experience prior to joining Arup

# Varanesh Singh, PE



## Profession

Transport Engineer

## Current Position

Associate

## Joined Arup

1999

## Years of Experience

12

## Qualifications

BS, Civil Engineering with Distinction, University of Alberta, Edmonton, Alberta, Canada 1998

Professional Engineer, State of California

EIT, Province of Alberta, Canada

## Professional Associations

Member, Institute of Transportation Engineers (ITE), 1999

## Awards

Toronto Waterfront Lower Don Lands, Clinton Climate Initiative program to demonstrate economic, environmental strategies for sustainable urban growth, 2009

Toronto Waterfront Lower Don Lands, ITE Transportation Achievement Award for Facilities, 2010

## Publications

Varanesh Singh, et al., Microsimulation Model Design in Lower Manhattan: A Street Management Approach. New York, NY: Arup, 2009.

Varanesh Singh is an Associate with Arup. His focus combines areas of traffic and civil engineering, with a concentration in vehicular movement analysis. He has worked on projects ranging from traffic calming to capacity analyses and utility relocation design to parking garage design. Varanesh often takes on projects in pre-design stages, requiring that studies be conducted under a fast paced schedule in order to facilitate movement to the design phase.

The Lower Manhattan and Lower Don Lands projects allowed Varanesh to combine his Technical and Project Management skills to deliver sophisticated analytical tools to the respective agencies. For the Downtown Brooklyn Traffic Calming Project in Brooklyn, New York, he was part of the project team that eased dispute among the stakeholders. He helped with community outreach through an education initiative, and played a role in implementing a pilot program to test traffic calming measures to define effectiveness of particular devices within the large study area.

Through his work on traffic analysis projects, Varanesh became skilled in a number of traffic analysis techniques, computer modeling and GIS applications.

Varanesh's strength lies in his ability to apply advanced analytical techniques to support challenging planning and policy initiatives.

## Lower Manhattan Street Management, New York, NY

Key Member on a team providing transport planning services to the NYC DOT's Office of the Lower Manhattan Borough Commissioner, as part of the effort to redevelop Lower Manhattan after September 11<sup>th</sup>, 2001. Coordinated traffic simulation modeling efforts that included construction and merging of multiple traffic simulation models, ensuring interoperability of model results in a web-based GIS environment, development of visual outputs for client and community review and coordination of data collection from multiple agencies. Project also included GIS and Street Management design elements as well as a community outreach component.

## New Jersey Transit Site Planning & Transit Analysis Task Order Contract, New Jersey

Project Manager for an assignment to reinstate bus service to Exchange Place in Jersey City. The assignment requires examining existing bus operations in relationship to other modes of transportation and recommending solutions that help improve transit

passenger mobility and safety, while maintaining a secure environment at Exchange Place.

### **Downtown Brooklyn Traffic Calming Study, Brooklyn, NY**

Lead Engineer in this study that aimed to mitigate the negative impacts of traffic in Downtown Brooklyn. Work involved conducting traffic capacity analysis, intersection layout design, on-street parking design, and data collection for the almost three-square-mile urban study area. Project also included pilot program and community outreach components.

### **Downtown Boise Mobility Study, Boise, ID**

Key Member in this study that aimed at improving access and mobility for pedestrian and bicycle traffic in Downtown Boise, Idaho. Work involved traffic forecasting, traffic capacity analyses, intersection layout design and on-street parking design along an arterial couplet. Project also included land use assessment and community outreach components.

### **University of Puerto Rico Masterplan**

Transport Engineer for a campus masterplan aimed at building a framework for future campus wide improvements in the areas of transportation, facilities, infrastructure and design. Work involved conceptual design of parking lot layouts to include sustainable water retention measures.

### **Baha Mar, Nassau, Bahamas**

Traffic Analyst on a team providing a range of transportation planning and traffic engineering services for masterplanning and schematic design of a major 3,000-room resort. Work included the traffic component of the project Environmental Impact Assessment and development of a comprehensive transportation strategy for the project. Other efforts included site planning advice on roads, intersections, parking areas, porte-cocheres, pedestrian facilities and public transportation.

### **New Songdo City, Incheon, South Korea**

City-wide civil engineering coordination for development of \$14bn urban development on reclaimed land. Work involves analysis of traffic circulation elements and parking garage layouts, general site development and utility diversion design. Specific projects include International School and Central Park.

### **Dongdaegu Mixed-Use Development**

Arup is advising on the development of a functional bus layout design that is appropriately sized to serve the Dongdaegu development, consisting of a high-speed railway station, subway station, bus terminal, shopping center and office complexes. Varanesh is providing guidance on preliminary bus terminal design strategies and pedestrian flow concepts to concurrently optimize the user experience and bus operations.

## Vincent Lee, PE, LEED AP, ENV SP



### Profession

Civil Engineer

### Current Position

Associate

### Joined Arup

2006

### Years of Experience

15+

### Qualifications

MS, Civil Engineering, 2002, New Jersey Institute of Technology

BS, Civil Engineering, 1998, Pennsylvania State University

Minor, Environmental Engineering 1998, Pennsylvania State University

PE, State of Illinois, Maine, New Jersey, New York, Oklahoma

USGBC LEED AP, 2006

ISI ENV SP, 2013

University of Cambridge Programme for Sustainability Leadership, 2011

### Professional Associations

Member, American Society of Civil Engineers (ASCE), 2004-Present

Young Leader, Urban Land Institute (ULI), 2005-2006

Member, U.S. Green Building Council (USGBC), 2006-Present

Member, International Water Association (IWA), 2008-Present

Member, New York Water Environment Association (NYWEA), 2012-Present

### Committees

Member, ASCE Land Use Committee, Transportation & Development Institute, 2005-Present

Member, Environmental & Water

Vincent Lee is an Associate in Arup's New York office and possesses a wide range of experience in sustainable site development, green infrastructure and water management. While serving as project manager and lead design engineer on a number of high-profile multidisciplinary projects worldwide, Vincent offers his clients a comprehensive understanding of delivering sustainable infrastructure while overcoming a diversity of complex and context-sensitive challenges.

From project inception to construction, Vincent's experience spans the globe enabling him to apply international best practice to all projects. He has an all-encompassing understanding of sustainable infrastructure systems for water, energy, transport, and waste. His expertise has evolved from the merging of his skills in civil engineering, water resources and sustainability, where he has provided a total water management solution to projects at all levels of planning and design. His primary focus areas include green infrastructure, urban hydrology, Low Impact Development and Stormwater Best Management Practices, and water sensitive design.

Vincent has collaborated closely with his clients to find creative and context-sensitive solutions while still achieving high performance objectives of the project.

### Hunter's Point South, Long Island City, NY

Technical advisor for the infrastructure design (stormwater management) of Hunters Point South, for the New York City Economic Development Corporation. He was also involved at the conceptual stage of the project and participated in workshops and stakeholder engagement to determine the applicable sustainable strategies for the development. The project involves the construction of infrastructure for a new mixed-use development on reclaim industrial ground that will include 5,000 housing units, 100,000ft<sup>2</sup> of ground level commercial space, and a high school / intermediate school. Key to the development is the incorporation of an 11-acre waterfront park along the East River, and the integration of green infrastructure for stormwater management throughout the park, and a pilot project in the city streets within the public right-of-way.

### SandRidge Energy Commons, Oklahoma City, OK

Arup NY was engaged by Rogers Marvel Architects to investigate drainage problems for the SandRidge Energy Commons in downtown Oklahoma City and evaluate options with an emphasis on

Resources Institute Stormwater Infrastructure Committee, 2007-Present

Vice President, Environmental & Water Resources Institute Stormwater Management BMP Maintenance Task Committee, 2011-2012

#### **Presentations**

Lee, Vincent, "Low Impact U.S. Land Port of Entry" StormCon 09, Anaheim, CA; August 18, 2009

Lee, Vincent, "Sustainable Stormwater Management" Greenhome NYC March Forum, New York, NY; March 17, 2010

Lee, Vincent; Zidar, Kate "Minds In The Gutter: Stormwater Management within the Public Right-Of-Way" AIA-ASLA New York 2010 Convention, Buffalo, NY; October 15, 2010

Lee, Vincent; DeMarco, James "Hunter's Point South: A Pilot of Green Infrastructure in NYC" Green Infrastructure Symposium 2010, Syracuse, NY; November 17, 2010

Lee, Vincent; "Implementing Water Quality in the 6<sup>th</sup> Borough" Panel speaker at Metropolitan Waterfront Alliance 2012 Conference, New York, NY; May 18, 2012

Lee, Vincent; "Green Infrastructure in the Built Environment" AIA-NJ East Coast Green 2012 Conference, Lincroft, NJ; June 14, 2012

Lee, Vincent; Raiji, Ashok; "Green Buildings Green Infrastructure" NYU Polytechnic International Summer School, Brooklyn, NY; August 2, 2012

Lee, Vincent; "Water Sensitive Design for an Uncertain Future" Yale University Coastal Adaptation Symposium, New Haven, CT; January 17, 2013

Lee, Vincent; "Restoration Design for a Storm-plagued Region (World)" AIA Long Island Chapter, Carle Place, NY; February 20, 2013

Lee, Vincent; "Linking Water with Development in the 21<sup>st</sup> Century" Clark-Howe Colloquium Lecture Series; University of Virginia; March 19, 2013

sustainability. Historically, flooding surcharged frequently as high as two levels within the existing building plaza and parking garage.

Arup's scope encompassed a site visit to diagnose the problem, developing multiple scenarios to mitigate the complex problem (including rainwater harvesting and injection wells) and scoring the scenarios to provide transparency in our recommendations.

#### **SoMa – Newark Masterplan (Village and Arts District South of Market St.), Newark, NJ**

Lead Civil Engineer for a 23± acre revitalization project with Richard Meier & Partners and Field Operations in downtown Newark consisting of 7,000 residential units, 3,900,000ft<sup>2</sup> of office space, 740,000ft<sup>2</sup> of retail and cultural space, and a 200-room hotel. The masterplan tasks included planning a bicycle, pedestrian, and public transit friendly environment, incorporating sustainable site design and stormwater best management practices.

#### **East River Waterfront Esplanade, New York, NY**

Project Engineer responsible for the detailed design of a unique underground rainwater harvesting system to reduce the potable water demand for landscape irrigation. At the project onset, he provided the design team guidance on implementing sustainability principals and LEED for the proposed waterfront esplanade development between the South Street/FDR Drive corridor and the East River. He also prepared roadway geometry and re-alignment plans for South Street during the concept stages of the project, integrating pedestrian traffic and a bike-way.

#### **Newtown Creek Green Infrastructure, Brooklyn, NY**

As prime consultant to the NYC Economic Development Corporation (in partnership with NYCDEP), Arup are contracted to retrofit the public R.O.W. with 578 "Bioswales" within 531 acres of the Newtown Creek watershed in Brooklyn, NY. Vincent is the project manager leading the civil engineering work on tributary analysis, site selection, mobile data collection, GIS data management, detailed engineering design and design services during construction.

#### **Stormwater Management BMP Maintenance Task Committee, Environmental & Water Resources Institute (EWRI)**

In his effort to continually improve design and to underline the importance of operational performance, he is currently part of an ASCE EWRI committee tasked with surveying best practices on the maintenance of green infrastructure for stormwater management. From 2011-2012, Vincent was the Vice-President and was involved in developing the mission of the task committee.

# Adam Friedberg, PE, LEED BD&C



## Profession

Environmental Engineer  
Sustainability Consultant

## Current Position

Senior Sustainability Consultant

## Joined Arup

2007

## Years of Experience

10

## Qualifications

University of Cambridge  
Programme for Sustainability  
Leadership, 2011

BS, Environmental Engineering,  
Rensselaer Polytechnic Institute  
(RPI), 2004

PE, State of New York

Certified Professional in Erosion &  
Sediment Control-In Training  
(CPESC-IT)

LEED AP BD&C

## Professional Associations

Member, New York Water  
Environment Association, Inc.  
(NYWEA) – Metropolitan Chapter

Member, American Society of  
Civil Engineers (ASCE)

Member, United States Green  
Building Council (USGBC) – New  
York Chapter

## Publications

Friedberg, A., Brosz, C., Cousins,  
F. & Stulc, A. *Technology for a  
New Energy Future*. RPA Energy  
Roundtable

Friedberg, A. & O'Brien, J. Green  
Roof LCA: Insights from cost-  
benefit analysis of green roofs  
versus conventional roofs, part of a  
larger study for the GSA. *Living  
Architecture Monitor*, Vol.13, No  
4, pp 10-13

Charlson, A., Friedberg, A., &

Adam Friedberg is a Sustainability Consultant in the New York Office and his roles include developing and implementing sustainable and resilient solutions for clients.

Prior to joining Arup, Adam worked as an assistant environmental engineer at Lockwood, Kessler and Bartlett, Inc. (LKB), in Syosset, NY, where he managed several projects, designed air and gas treatment systems, landfills, leachate collection and detection systems, wastewater pumping stations and stormwater treatment systems. He also sampled and analyzed air, soil, water and noise pollution, performed site investigation/remediation solutions, drafted engineering design reports and numerous permit applications, and prepared project drawings, specifications and cost estimates.

Adam's background and experience provides clients with a range of sustainable and resilient solutions from green buildings to citywide energy and environmental strategies.

## Fulton Street Transit Center, New York, NY

Sustainability Consultant and LEED Project Administrator for a new 5-story transit center in the Financial District of downtown Manhattan on track for LEED certification. Project will provide transfer between nine train lines in the area and provide new offices for the MTA. The Project's sustainability features include electric charging stations, providing daylight and views to occupied spaces, developing and implementing Green Design Requirements, which consist of recycled content and low to no VOC material requirements, reducing water use in the building by more than 30%, and a comfortable acoustic environment in a typically noisy type of building.

## The Benefits and Challenges of Green Roofs on Public and Commercial Buildings: A Report of the US General Services Administration

In response to a United States Congressional Mandate, Arup was hired by the General Services Administration (GSA) to provide a study on the Benefits and Challenges of Green roofs on Public and Commercial buildings. Project Manager for a team of expert green roof consultants and economic consultants to develop a report and cost-benefit analysis to highlight the potential benefits of green roofs, the common issues and challenges in installing and maintaining green roofs and best practices to avoid potential problems, and insight into practical experiences and research gaps associated with green roofs on public and commercial buildings.

Yang, F. (2012). In Pursuit of a Building's Embodied 'Baseline'. *EDC Magazine*, March 1, 2012

Touhill, C.J., Friedberg, A., Clark, M. and Clesceri, N.L. Who is the First Environmental Engineer? *Environmental Engineer Magazine*, 9-17 2004

### **Lincoln Center Third Theater, New York, NY, USA**

Sustainability Consultant to H3 Architects to provide sustainability consulting and LEED accreditation services for the construction of a 20,000ft<sup>2</sup> theatre above the historic Vivian Beaumont Theater at Lincoln Center. The project is striving for LEED Silver certification. The sustainability measures focus on water reduction through low flow fixtures, a green roof to increase open space and reduce stormwater from the site, energy efficiency, and daylighting of spaces and views from spaces.

### **Hunter's Point South, Long Island City, NY, USA**

Sustainability Consultant for the Hunter's Point South park and infrastructure, for the New York City Economic Development Corporation (NYCEDC). He developed the Sustainability Plan for the Park and Infrastructure, which included linking PlaNYC's 2030 objectives, the NYCDDC's High Performance Infrastructure and Landscaping Guidelines, and other sustainable infrastructure guidelines. The Plan was used as a guide for the design team to ensure the overall sustainability objectives for the site were fully.

### **Technology for a New Energy Future, New York, NY**

Arup in collaboration with the Lincoln Institute of Land Policy and Regional Plan Association (RPA) produced a paper centered on technology that enables the New York City Metropolitan Region's future ability to shift to a more distributed, decentralized and diverse model of energy generation and transmission. Responsibilities included Project Manager and lead author.

### **Resilient Urban Infrastructure, Siemens Infrastructure & Cities**

Regional Project Manager for this innovative research study investigating the role of technology in developing resilient infrastructure systems. The study considers the technologies available to enhance resilience in the Energy, Water, Transport and Buildings sectors, and the policy enablers required to facilitate them. The report centers on a case study of impacts to the New York electrical grid during Superstorm Sandy, October 2012.

### **NYS2100 Commission, New York State**

In response to Superstorm Sandy, Hurricane Irene and Tropical Storm Lee, Arup assisted the Rockefeller Foundation to examine and evaluate key vulnerabilities in the State's critical infrastructure systems, and recommend actions that should be taken to strengthen and improve resilience for the State for the long-term. Adam project managed the Energy sub-commission (a team of renowned energy experts) to develop recommendations for the State.

# Matthew Sheren



## Profession

Urban and Transport Planning

## Current Position

Transport Planner

## Joined Arup

2011

## Years of Experience

3

## Qualifications

Master's of City and Regional Planning, with certificate in Transportation Management: Vulnerability, Risk, and Security. Rutgers University, New Brunswick, NJ, USA 2011  
Bachelor of Arts, McGill University, Montreal, Quebec, Canada 2003

## Professional Associations

Member, American Planning Association, New Jersey Chapter

## Presentations

Sheren, M., Meck, S., Crandall, K., "Paul Davidoff and the Ethics of Social Equity", American Planning Association-New Jersey Chapter Annual Meeting, New Brunswick, NJ, November, 2010

Matthew Sheren is a Planner in the New York office at Arup. He has been involved in planning and transportation projects primarily throughout the New York and New Jersey region. He is particularly interested in large infrastructure projects and provides a range of technical services for strategic transportation plans and complex studies involving many inputs and stakeholders. His skills include planning research, policy analysis, spreadsheet models, and GIS.

Matthew approaches projects with an eye towards optimizing the user experience and creating memorable places that align with the operator's desire, vision, and policy objectives.

## Lower Manhattan Street Management, New York, NY

Matthew was a member of the team providing transport planning services to the NYC DOT's Office of the Lower Manhattan Borough Commissioner as part of the effort to redevelop Lower Manhattan after September 11<sup>th</sup>, 2001. Matthew contributed to data collection and analysis for multiple task orders, as well as development of a web-based GIS environment showcasing all survey data collected over several years.

## Lower Schuylkill River District Master Plan, Philadelphia, PA

Arup developed the transportation component of the Master Plan Study for the Lower Schuylkill River District, a collaborative effort to create a blueprint for the high-quality sustainable redevelopment of the industrial corridor along the banks of the Lower Schuylkill River. Matthew provided transportation planning support including research, analysis, and concept development for all modes including light and heavy rail transit, freight rail, trucks and delivery vehicles, buses and pedestrians and cyclists.

## New Jersey Transit Site Planning & Transit Analysis Task Order Contract, New Jersey

Arup advised on operational alternatives for the rail commuter service in Hillsdale New Jersey, based on an analysis of impacts to road traffic caused by train stops and interruption of car flow. Matthew supervised field surveys at the intersection approaches affected by the train service and performed analysis for the study. The study focused on vehicular delays, and was based on. The recommendations in the Transportation Research Board's Highway Capacity Manual were followed and supported Arup's conclusions.

### **Taxi Predictor Model, Terminal 5, John F. Kennedy Airport, Queens, NY**

Developed a taxi predictor model for JetBlue Airways that synthesizes real-time flight arrival and passenger load information to estimate the number of taxicabs required throughout the day. This project involved extensive research of airside and landside terminal operations, passenger behavior, and taxicab dispatch procedures. Much of the data was gathered on-site and involved detailed observations of subtle changes as the terminal and its passengers progress through daily, weekly, and seasonal cycles.

### **Housing Recovery Office, New York, NY**

GIS analyst and planner for a project assisting the Housing Recovery Office to develop standards for upgrading and rebuilding NYC's housing stock damaged by Hurricane Sandy. The Housing Recovery Office is a multi-agency task force including the department of buildings, NYC Planning and FEMA, together with external consultants. The project includes mapping of buildings in flood zones, identification of categories of buildings, creation and analysis of building databases, evaluation of typical damaged housing types, applications of specific retrofit strategies appropriate to the local conditions, and working with the agencies to adapt and develop their standards to aid the recovery.

### **Fulton Street Transit Center Wayfinding, New York, NY**

As part of the Fulton Street Transit Center project, Matthew studied and recommended locations to place digital signage that can be used to communicate real-time information including service changes or emergency instructions to the station's customers. This signage could also be used for advertising, allowing the FSTC's operator, the Metropolitan Transportation Authority (MTA), to realize additional revenue opportunities. This project is a reconstruction of a major hub for the subway system, tying together 9 lines in a single complex

### **LaGuardia Airport Public Transit Access, New York, NY**

In a project for the City of New York, Matthew reviewed prior studies, potential alignments, and new technologies with regard to extending an improved public transit link to LaGuardia. By analyzing the current state of the transit network, passenger activity forecasts, and capital requirements, a shortlist of potential alternatives was identified and put forward for further study.

### **Operations Research, Dubai Airports, Dubai, United Arab Emirates**

Matthew completed a secondment to the Operations Research department of Dubai Airports, the authority that operates Dubai International (DXB) and the upcoming Dubai World Central (DWC) Airports. During his 4 months embedded with DA staff, he provided analysis to landside and airside studies, including baggage and passenger simulation models, slot performance metrics, and runway resilience.

**Appendix B**  
**Proposal Forms**

**EXCEPTIONS and ADDENDUM TO SPECIFICATIONS**  
**Professional Services – Citywide Parking Master Plan**



COMPANY NAME Arup USA, Inc.

Addendum:

- 1.

Exceptions:

- 1.



# FIRM/ATTORNEY QUALIFICATIONS

(Attach additional sheets if necessary)

COMPANY NAME Arup USA, Inc.

COMPANY LOCATIONS (if more than one, list principal location first)

77 Water Street, New York, NY 10005

COMPANY OVERVIEW, PRINCIPAL ACTIVITIES, ETC.

Arup is the creative force at the heart of many of the world's most prominent projects in the built environment and across industry. We offer a broad range of professional services that combine to make a real difference to our clients and the communities in which we work. We are truly global: 90 offices in 38 countries with 11,000 planners, designers, engineers and consultants deliver innovative projects across the world with creativity and passion. Founded in 1946 with an enduring set of values, our unique trust ownership fosters a distinctive culture and an intellectual independence that encourages collaborative working. This is reflected in everything we do, allowing us to develop meaningful ideas, help shape agendas and deliver results that frequently surpass the expectations of our clients. The people at Arup are driven to find a better way and to deliver better solutions for our clients. We shape a better world.

NUMBER OF EMPLOYEES 421 employees (11,000 employees globally)

JOB CLASSIFICATION(S) OF EMPLOYEES (Include resumes of Managers and Supervisors as well as those who will be assigned to provide services)

Job Categories as submitted in Arup's 2013 EEO Report:

Executive/Sr Officials & Managers

First/Mid Officials & Managers

Professionals

Technicians

Administrative Support

YEAR COMPANY WAS ESTABLISHED 1999 (1946 globally)



**AFFIRMATIVE ACTION COMPLIANCE NOTICE**  
**N.J.S.A. 10:5-31 and N.J.A.C. 17:27**

**GOODS AND SERVICES CONTRACTS**  
**(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful Vendor's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful Vendor shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the vendor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the vendor in accordance with N.J.A.C. 17:27-4.

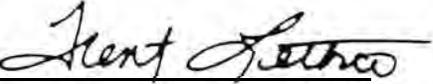
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her proposal shall be rejected as non-responsive if said vendor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Arup USA, Inc.

SIGNATURE: 

PRINT NAME: Trent Lethco, AICP

TITLE: Principal

DATE: November 21, 2013



## STOCKHOLDER DISCLOSURE CERTIFICATION STOCKHOLDER DISCLOSURE FORM

**Name of Business:** Arup USA, Inc.

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

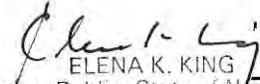
Partnership     Corporation     Sole Proprietorship     Limited Partnership

Limited Liability Corp.     Limited Liability Partnership     Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>21</u> day of <u>November</u> , 20 <u>13</u> .  (Notary Public)	 _____ (Affiant)
My Commission expires:	 ELENA K. KING Notary Public, State of New York No. 01KI5039764 Qualified in New York County Commission Expires February 27, <u>2015</u>
	Trent Lethco, AICP, Principal _____ (Print name & title of affiant)



**AMERICANS WITH DISABILITIES ACT OF 1990  
ACKNOWLEDGEMENT FORM**

This form is an agreement of the successful Vendor's obligations to comply with the requirements of 42 U.S.C. §121.01 et seq., referred to as the Americans Disability Act of 1990.

The undersigned Vendor hereby acknowledges receipt of the Americans With Disabilities Act of 1990 found at Appendix B of this packet.

The undersigned Vendor hereby certifies that he/she is aware of the commitment to comply with the requirements of 42 U.S.C. §121.01 et seq. and agrees to furnish any required forms as evidence of compliance.

The undersigned Vendor further certifies that he/she understands that his/her proposal shall be rejected as non-responsive, and any contract entered into shall be void and of no effect if said Vendor fails to comply with the requirements of 42 U.S.C. §121.01 et seq.

COMPANY: Arup USA, Inc.

SIGNATURE: 

PRINT NAME: Trent Lethco

TITLE: Principal

DATE: November 21, 2013



## THE NUCLEAR-FREE HOBOKEN ORDINANCE

(1) FINDINGS: The People of the City of Hoboken hereby find that:

(a) Nuclear weapons production, in the United States and in other countries, is draining the world's resources and presenting humanity with an ever-increasing threat of nuclear war.

(b) Any participation in the nuclear war industry, locally, federally, or otherwise, directly condones the possible annihilation of our civilization. We see this as a crime against the sacredness of our humanity.

(c) The emphatic expression of our community, along with communities throughout the world, can help initiate steps by the United States, the Soviet Union, and other nuclear weapons powers to end the arms race and the proliferation of all nuclear weapon systems.

(2) POLICY: Hoboken shall be established as a Nuclear Free Zone.

A Nuclear Free Zone shall be defined by these requirements:

(a) No nuclear weapons, delivery systems for such weapons, or components expressly intended to contribute to the operation, guidance or delivery of a nuclear weapon shall be produced or stored within the City of its' port.

(b) No waste from the production of nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(c) No research furthering nuclear weapons, their components, or commercial nuclear power shall be stored within the City of its' port.

(d) The Mayor and Council of the City of Hoboken shall request the United States Department of Transportation and the New Jersey Department of Transportation to provide the City with advance notification of any radioactive waste shipment through the City limits. Upon such notification, the Mayor and Council shall act to prevent transportation of radioactive waste through the City by seeking an exemption for preemption by Department of Transportation regulations or using other legal means at their disposal.

(e) The Mayor and Council of the City of Hoboken shall not do business or award any municipal contract to any person, firm, or organization engaged in the production of nuclear weapons or components.

(3) This ordinance expresses the policy of the City of Hoboken. It is not intended to make violations subject to forfeiture and nothing in this ordinance shall be construed to prohibit or regulate any activity not specifically described in Subsection (2).

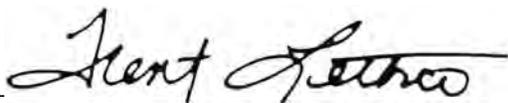
(4) SEVERABILITY: If any portion of this Ordinance is hereafter declared invalid, all remaining portions shall remain in full force and effect, and to this extent, the provisions of this Ordinance are severable.

\*\*\*\*\*

CERTIFICATION: I hereby certify that Arup USA, Inc. **does / does not** engage in the production of nuclear weapons or components. (Name of Vendor)

November 21, 2013

Date



Signature

Trent Lethco, AICP

Title



**NON-COLLUSION AFFIDAVIT**

State of New York

County of New York

I, Trent Lethco residing in New York City

(name of affiant) (name of municipality)

in the County of Manhattan and State of New York of full

age, being duly sworn according to law on my oath depose and say that:

I am Principal of the firm of Arup USA, Inc.

(title or position) (name of firm)

\_\_\_\_\_ the Vendor making this Proposal for the proposal entitled Citywide Parking Master Plan, City of Hoboken, NJ, and that I executed the said proposal

(title of proposal)

with full authority to do so that said Vendor has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive contracting in connection with the above name project; and that all statements contained in the said proposal and in this affidavit are true and correct, and made with full knowledge that the **City of Hoboken** relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Arup USA, Inc.

(name of Vendor)

Subscribed and sworn to before me this day November 21 2013

Trent Lethco Trent Lethco, AICP, Principal  
(Type or print name of affiant under signature)

Elena K. King  
Notary Public of New York

My Commission expires 2/27/2015 2015

ELENA K. KING  
Notary Public, State of New York  
No. 01R15039764  
Qualified in New York County  
Commission Expires February 27, 2015



**DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**  
**City of Hoboken**  
**PART 1: CERTIFICATION**  
**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK EITHER BOX WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders **must** review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**PLEASE CHECK EITHER BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the person/entity listed above nor any of the entity's parents, subsidiaries, or affiliates is **listed** on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification**

OR

I am unable to certify as above because I or the bidding entity and/or one or more of its parents, subsidiaries, or affiliates is **listed** on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below.** Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**Part 2**

**PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below. PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, USE ADDITIONAL PAGES

Name: \_\_\_\_\_ Relationship to Bidder/Vendor: \_\_\_\_\_

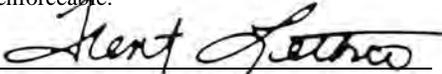
Description of Activities: \_\_\_\_\_  
 \_\_\_\_\_

Duration of Engagement: \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_

Bidder/Vendor \_\_\_\_\_

Contact Name: \_\_\_\_\_ Contact Phone Number: \_\_\_\_\_

**Certification:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the below-referenced person or entity. I acknowledge that the City of Hoboken is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of contracts with the City to notify the City in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreements(s) with the City of Hoboken and that the City at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Trent Lethco, AICP Signature: 

Title: Principal Date: November 21, 2013

Bidder/Vendor: Arup USA, Inc.

## **Appendix C**

### **Licenses**

**STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF REVENUE AND ENTERPRISE SERVICES  
SHORT FORM STANDING**

**ARUP USA, INC.**

0100851155

*With the Previous or Alternate Name*

**OVE ARUP & PARTNERS MASSACHUSETTS INC. (Previous Name)**

**OVE ARUP & PARTNERS MASSACHUSETTS (Alternate Name)**

*I, the Treasurer of the State of New Jersey, do hereby certify that the above-named Massachusetts Foreign Profit Corporation was registered by this office on May 22, 2001.*

*As of the date of this certificate, said business continues as an active business in good standing in the State of New Jersey, and its Annual Reports are current.*

*I further certify that the registered agent and registered office are:*

*Corporation Service Company  
830 Bear Tavern Road  
West Trenton, NJ 08628*



Certification# 130287340

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at Trenton, this 21st day of November, 2013*

*Andrew P Sidamon-Eristoff  
State Treasurer*

Verify this certificate at  
[https://www1.state.nj.us/TYTR\\_StandingCert/JSP/Verify\\_Cert.jsp](https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp)

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

**State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE  
**Board of Prof. Engineers & Land Surveyors**

HAS LICENSED

**Vincent F. Lee  
69-45 108th St. Apt 5G  
Forest Hills NY 11375**

FOR PRACTICE IN NEW JERSEY AS A(N): **Professional Engineer**

**03/27/2012 TO 04/30/2014**  
VALID

**24GE04527200**  
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

  
DIRECTOR

New Jersey Office of the Attorney General  
Division of Consumer Affairs  
THIS IS TO CERTIFY THAT THE  
Board of Prof. Engineers & Land Surveyors  
HAS LICENSED  
Vincent F. Lee  
Professional Engineer



03/27/2012 TO 04/30/2014

VALID

**24GE04527200**

License/Registration/Certificate #

SIGNATURE



DIRECTOR

PLEASE DETACH HERE

IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:

Board of Prof. Engineers & Land Surv  
P.O. Box 45015  
Newark, NJ 07101

PLEASE DETACH HERE

## **Appendix D**

### **Audited Financials**

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATES**

**COMBINED FINANCIAL STATEMENTS**

**MARCH 31, 2010**

ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATES

FOR THE YEAR ENDED MARCH 31, 2010

CONTENTS

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Directors' report	1 - 2
Independent auditors' report	3
Combined statements of income	4
Combined statements of financial position	5
Combined statements of cashflows	6
Notes to the combined financial statements	7 - 12

**DIRECTORS' REPORT****FOR THE YEAR ENDED MARCH 31, 2010**

The Directors present their report together with the financial statements for the year ended March 31, 2010 which were approved by the Board of Directors on September 27, 2010.

The capital of the ultimate parent Company is divided into equity shares, which are held in trust for the benefit of the employees (past, present and future) of Arup Americas Inc and its subsidiary companies and affiliates ("the Group"), and voting shares that are held by the Ove Arup Partnership Charitable Trust.

**PRINCIPAL ACTIVITY**

The Company and its subsidiaries and affiliates practice in the field of consulting engineering services, in architecture and in other related professional skills.

**REVIEW OF THE BUSINESS AND FUTURE DEVELOPMENTS**

During the year, the Group's revenue increased by 2.0% and the Group made a total profit before tax, dividends and staff profit share of \$18.1m (2009: \$18.1m).

The performance developments of the Group are in line with the expectations of the Directors.

The principal area of risk and operating uncertainty for the business is its ability to continue to secure new projects and deliver the performance of existing projects in line with management's objectives. To monitor these, the Directors use the following financial key performance indicators (KPIs):

Revenue and Profit per person is a financial KPI used to monitor the continued contribution to the Group. In calculating this measure profit is stated before tax, dividends and profit share payable to staff. At March 31, 2010, revenue per person was \$251k (2009: \$289k) and profit per person was \$21k (2009: \$24k).

Staff turnover is a key non-financial measure of business performance. For the year ended March 31, 2010, staff turnover was 7.2% (2009: 12.1%).

**DIRECTORS AND THEIR INTERESTS**

The Directors of Arup Americas Inc during the year were as follows:-

G S Hodkinson

A S Howard

T M Hill

No Director has an interest in the shares of the Company (or any other member of the Group) other than through his interest as an employee of the Group in the employee trusts which own the equity shares of the company.

**CHARITABLE DONATIONS**

During the year the Group made charitable donations amounting to \$314k (2009: \$89k).

**EMPLOYEES**

The maintenance of a highly skilled workforce is a key to the future of the Group. Health and Safety matters are regularly reviewed by the Directors and it is their policy to ensure that:

- ♦ full and fair consideration is given to all applications for employment made by disabled persons, having regard to their capabilities;
- ♦ when existing employees become disabled (whether from illness or accident) every reasonable effort is made to continue to provide suitable employment either in the same, or by training, in an alternative job; and
- ♦ disabled persons are given equal consideration for training, career development and opportunities for promotion within the Group.

The Group is active in the field of employee communications and employees are encouraged to express their views on major policy issues. Each year employees are provided with a Chairman's Report and financial information. Employees receive the balance of Group profits each year after transfer to reserves.

DIRECTORS' REPORT (CONTINUED)  
FOR THE YEAR ENDED MARCH 31, 2010

STATEMENT OF DIRECTORS' RESPONSIBILITIES

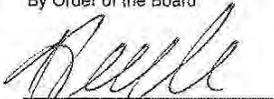
The Directors prepare financial statements for each financial period which give a true and fair view of the state of affairs of the Group at the end of the year, and its profit or loss for the year then ended. In preparing those financial statements, the Directors:

- \* make judgements and estimates that are reasonable and prudent;
- \* select suitable accounting policies and then apply them consistently;
- \* state whether applicable UK accounting standards have been followed, subject to any material departures disclosed and explained in the financial statements; and
- \* prepare the financial statements on the going concern basis unless it is inappropriate to assume that the Group will continue in business.

The Directors keep proper accounting records which disclose with reasonable accuracy at any time the financial position of the Group and enable them to ensure that the financial statements comply with UK accounting standards. They are also responsible for safeguarding the assets of the Group and hence for taking reasonable steps for the prevention of fraud and other irregularities.

The maintenance and integrity of the Group website is the responsibility of the Directors, the work carried out by the auditors does not involve consideration of these matters and accordingly the auditors accept no responsibility for any changes that may have occurred in the financial statements since they were initially presented on the website.

By Order of the Board



Matthew Tweedie  
Company Secretary

Dated:

Registered Office:

165 Avenue of The Americas, New York, 10013, USA

**INDEPENDENT AUDITORS' REPORT TO THE SHAREHOLDERS OF**  
**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATES**  
**FOR THE YEAR ENDED MARCH 31, 2010**

We have audited the accompanying combined statements of financial position of Arup Americas Inc and its subsidiary companies and affiliates ("the Group") for the year ended March 31, 2010 and the related combined statements which comprise the Combined Statements of Income, the Combined Statements of Financial Position, the Combined Statements of Cashflows and the related notes. These financial statements have been prepared in accordance with the accounting policies set out therein.

This report is made solely to the Group's members, as a body. Our audit work has been undertaken so that we might state to the Company's shareholders those matters we are required to state to them in an auditor's report and for no other purpose. To the fullest extent permitted by law, we do not accept or assume responsibility to anyone other than the Company and the Company's shareholders as a body, for our audit work, for this report, or for the opinions we have formed.

**RESPECTIVE RESPONSIBILITIES OF DIRECTORS AND AUDITORS**

As described in the Statement of Directors' Responsibilities, the Company's directors are responsible for the preparation of the financial statements in accordance with UK Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

Our responsibility is to audit the financial statements in accordance with relevant legal and regulatory requirements and International Standards on Auditing (UK and Ireland).

We report to you our opinion as to whether the financial statements give a true and fair view.

We read the Directors' Report and consider the implications for our report if we become aware of any apparent misstatements within it.

**BASIS OF AUDIT OPINION**

We conducted our audit in accordance with International Standards on Auditing (UK and Ireland) issued by the Auditing Practices Board of the United Kingdom Financial Reporting Council. An audit includes examination, on a test basis, of evidence relevant to the amounts and disclosures in the financial statements. It also includes an assessment of the significant estimates and judgments made by the Directors in the preparation of the financial statements, and of whether the accounting policies are appropriate to the Group's circumstances, consistently applied and adequately disclosed.

We planned and performed our audit so as to obtain all the information and explanations which we considered necessary in order to provide us with sufficient evidence to give reasonable assurance that the financial statements are free from material misstatement, whether caused by fraud or other irregularity or error. In forming our opinion we also evaluated the overall adequacy of the presentation of information in the financial statements.

**UNQUALIFIED OPINION**

In our opinion the financial statements give a true and fair view, in accordance with United Kingdom Generally Accepted Accounting Practice, of the state of the Group's affairs as at March 31, 2010 and of the Group's profit for the year then ended.



---

Dated:  
Crowe Clark Whitehill LLP  
Chartered Accountants and Registered Auditors  
London

**COMBINED STATEMENTS OF INCOME**  
**FOR THE YEAR ENDED MARCH 31, 2010**

	<u>Notes</u>	<u>2010</u> \$'000	<u>2009</u> \$'000
<b>REVENUES</b>	1c & 2	209,041	204,850
<b>OPERATING EXPENSES</b>			
Direct staff costs	3	108,426	112,380
Other direct expenses		52,638	46,822
Selling, general and administrative expenses		<u>35,007</u>	<u>35,076</u>
		<u>196,071</u>	<u>194,278</u>
<b>OPERATING INCOME</b>	4	12,970	10,572
Other income (expense):			
Interest income		9	190
Interest paid	5	(68)	(17)
		<u>12,911</u>	<u>10,745</u>
<b>INCOME BEFORE PROVISION FOR INCOME TAXES</b>	2	12,911	10,745
Provision for income taxes	1e & 6	3,601	3,565
		<u>9,310</u>	<u>7,180</u>
<b>NET INCOME</b>	16 & 17	<u>9,310</u>	<u>7,180</u>

The notes on pages 7 to 12 form part of these financial statements

## COMBINED STATEMENTS OF FINANCIAL POSITION

AS AT MARCH 31, 2010

	<u>Notes</u>	<u>2010</u> \$'000	<u>2009</u> \$'000
<b>ASSETS:</b>			
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	14	22,533	24,984
Accounts receivable, net		36,165	40,040
Costs and estimated earnings in excess of billings		3,302	3,580
Deferred income taxes	9	11,601	8,084
Prepaid expenses and other current assets		<u>7,488</u>	<u>12,467</u>
Total current assets		81,089	89,155
Property and equipment, net	7	20,100	21,946
Other assets	10	<u>2,031</u>	<u>1,879</u>
<b>TOTAL ASSETS</b>		<u><u>103,220</u></u>	<u><u>112,980</u></u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY:</b>			
<b>CURRENT LIABILITIES</b>			
Accounts payable		5,504	4,259
Billings in excess of costs and estimated earnings		31,035	34,721
Accrued expenses and other current liabilities	11	<u>21,494</u>	<u>17,611</u>
Total current liabilities		58,033	56,591
Deferred income taxes	12	594	1,328
Payable to other Arup Groups		<u>8,631</u>	<u>28,918</u>
<b>TOTAL LIABILITIES</b>		<u><u>67,258</u></u>	<u><u>86,837</u></u>
<b>STOCKHOLDERS' EQUITY</b>			
Common stock - \$1 par value	15	19,000	4,000
Retained earnings	16	<u>16,962</u>	<u>22,143</u>
Total stockholders' equity	17	<u>35,962</u>	<u>26,143</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>		<u><u>103,220</u></u>	<u><u>112,980</u></u>

The notes on pages 7 to 12 form part of these financial statements

## COMBINED STATEMENTS OF CASHFLOWS

FOR THE YEAR ENDED MARCH 31, 2010

	<u>Notes</u>	<u>2010</u> \$'000	<u>2009</u> \$'000
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>			
<b>Operating profit</b>		12,970	10,572
<b>Reconciliation of Operating Profit to net cash inflow from operating activities</b>			
Depreciation		5,748	5,296
Exchange differences		248	123
Loss on disposal of property and equipment		1	114
Changes in operating assets and liabilities: (Increase) / decrease in:			
Accounts receivable		3,875	(2,396)
Decrease in earnings in excess of billings		278	2,614
Prepaid expenses		4,979	(7,389)
Increase in other assets		59	(109)
Increase / (decrease) in:			
Accounts payable		1,245	(2,539)
Billings in excess of earnings		(3,686)	10,468
Accrued expenses and other liabilities		3,883	3,953
Amounts payable to other Arup Groups		(20,287)	(7,514)
<b>Net cashflow from operating activities</b>		<u>9,313</u>	<u>13,193</u>
<b>RETURN ON INVESTMENT AND SERVICING OF FINANCE</b>			
Receipts from increase in share capital		15,000	3,800
Receipts from recapitalization from Other Arup Groups		(14,460)	14,459
Dividends paid		(280)	(1,009)
Interest received		9	190
Interest paid		(68)	(17)
<b>Net cash flow</b>		<u>201</u>	<u>17,423</u>
<b>CAPITAL EXPENDITURE AND FINANCIAL INVESTMENT</b>			
Exchange differences on fixed assets		(113)	61
Payments to acquire fixed assets		(3,790)	(8,705)
Payments to acquire investments		(210)	
Receipts from sales of fixed assets		-	14
<b>Net cash flow</b>		<u>(4,113)</u>	<u>(8,630)</u>
<b>TAXATION</b>			
Corporation Tax paid		(7,853)	(11,408)
<b>NET INCREASE (DECREASE) IN CASH</b>		(2,452)	10,578
<b>CASH</b>	14		
Beginning of year		24,984	14,406
End of year		22,533	24,984

The notes on pages 7 to 12 form part of these financial statements

## NOTES TO THE COMBINED FINANCIAL STATEMENTS

FOR THE YEAR ENDED MARCH 31, 2010

**1 ACCOUNTING POLICIES****a) Basis of Accounting**

The financial statements have been prepared in accordance with all UK accounting standards and UK legal requirements under the historical cost convention modified to include the revaluation of freehold properties.

**b) Basis of Consolidation**

The consolidated financial statements include the Company and all its subsidiary undertakings. In addition, two affiliate entities are included in this consolidation. Intragroup trading is eliminated within charges from sub-consultants and other direct project costs and communications and other overheads.

**c) Revenue**

Revenue represents the value of work performed on contracts in the year.

**d) Depreciation**

Property and equipment are written off over their estimated useful lives on a straight line basis. Provision for depreciation is made on most assets at a rate of 25% per annum on a straight line basis. Expenditure on leasehold properties is written off over the period of the lease.

**e) Deferred Income Taxes**

In accordance with UK Financial Reporting Standard 19, full provision is made for timing differences at the tax rates that are expected to apply in the periods in which the timing differences are expected to reverse, based on tax rates and laws that have been enacted or substantially enacted at the balance sheet date, in respect of timing differences which have arisen but not reversed at the balance sheet date. Timing differences are differences between the Company's taxable income and its results as stated in the accounts, which are not permanent. Deferred income taxes are measured on a non-discounted basis.

No deferred income tax has been provided for on any gain arising from the sales of any assets where the taxable gain has been, or will be, rolled over to replacement assets.

Deferred income tax assets are only recognized where they arise from timing differences where the recoverability is foreseen with reasonable certainty.

**f) Exchange Rates**

Assets and liabilities in foreign currency have been translated into US dollars at year end exchange rates. The trading results of overseas operations have been translated using an average rate for the year.

Exchange differences on the translation of the results of overseas operations together with those on assets and liabilities in foreign currency are taken directly to reserves. All other exchange differences are included in the statement of income.

**g) Long Term Contracts**

The value of long term contracts is based on recoverable costs plus attributable profit. Cost is defined as technical staff costs and related overheads plus project expenses.

As projects reach stages where it is considered that their outcome can be reasonably foreseen, proportions of the expected total profit are brought into the financial statements. Provision is made for all known and anticipated losses.

For contracts on which revenue exceeds fees rendered, the excess is included as amounts recoverable, on contracts on lump sum projects, and as accrued income, on time basis projects, within current assets. For contracts on which fees rendered exceeds revenue, the excess is included as fees in advance, within current liabilities.

**h) Other Contracts**

Other contracts are mostly time basis contracts which are valued at external charging rates. Profits are taken as services are performed.

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATES**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)**  
**FOR THE YEAR ENDED MARCH 31, 2010**

**1 ACCOUNTING POLICIES (Continued)**

**i) Pension Costs**

The Company's contributions to the Group's defined contribution plans are charged to the statement of income when they fall due.

**j) Leased Property and Equipment**

Where the Group has entered into finance leases, the obligations to the lessor are part of the current liabilities, and the rights to the corresponding assets are treated as property and equipment. Leases are regarded as finance leases where their terms transfer to the lessee substantially all the benefits and burdens of ownership, other than the legal right to title.

Rentals payable under operating leases are charged to the statement of income as incurred.

**2 SEGMENTAL REPORT**

Geographical Segments	<u>UK</u>	<u>Other</u> <u>Europe</u>	<u>Asia</u>	<u>Middle East /</u> <u>Africa</u>	<u>Americas</u>	<u>Australasia</u>	<u>Group</u>
	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000	\$'000
<b>Revenue</b>							
Revenue by destination							
Sales to third parties	7,874	646	3,724	11,671	183,999	1,127	209,041
<b>Income before provision for income taxes</b>							
Segment income	489	40	231	724	11,416	70	12,970
Net interest							(59)
Group income before provision for income taxes							12,911
<b>Net assets</b>							
Segment net assets	1,355	110	641	2,008	31,654	194	35,962

**3 STAFF COSTS**

	<u>2010</u> \$'000	<u>2009</u> \$'000
Direct Salaries	79,680	81,685
Staff profit sharing	5,206	7,340
Social security	5,821	5,984
Defined contribution plans	6,562	6,487
Other staff costs	11,157	10,884
	108,426	112,380

**An analysis of the average number of persons employed by the Group is set out below:-**

	<u>2010</u> <u>Number</u>	<u>2009</u> <u>Number</u>
Technical	707	640
Support services	125	124
	832	764

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATES**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)**  
**FOR THE YEAR ENDED MARCH 31, 2010**

<b>4 GROUP OPERATING INCOME</b>	<u>2010</u> \$'000	<u>2009</u> \$'000
This is stated after charging / (crediting):		
Auditors' compensation - audit services	149	169
Other services relating to taxation	66	224
Loss on disposal of property and equipment	1	14
Profit on foreign exchange from trading activities	(1,731)	(330)
Operating leases - land & buildings	7,761	6,114
Operating leases - plant and machinery	<u>327</u>	<u>455</u>
<b>5 INTEREST PAID</b>	<u>2010</u> \$'000	<u>2009</u> \$'000
Bank interest	-	8
Other interest	<u>68</u>	<u>9</u>
	<u>68</u>	<u>17</u>
<b>6 TAXATION</b>	<u>2010</u> \$'000	<u>2009</u> \$'000
<b>(a) Analysis of tax charge</b>		
The charge for taxation comprises:		
UK Corporation Tax for the year at 28% (2009: 28%)	2,548	3,303
Less: double tax relief	<u>(2,548)</u>	<u>(2,229)</u>
	-	1,074
(Over) / Under provision of UK Corporation Tax	<u>(643)</u>	<u>814</u>
	(643)	1,888
US & Canada taxation for the current year	4,739	1,825
Under provision in respect of previous years	<u>1,392</u>	<u>(1,402)</u>
<b>Current tax charge</b>	<b>5,488</b>	<b>2,311</b>
Deferred taxation for the current year	(1,979)	1,008
Over provision in respect of previous years	(218)	246
Restated opening balance due to change in rate of tax	<u>310</u>	<u>-</u>
<b>Total tax charge</b>	<b><u>3,601</u></b>	<b><u>3,565</u></b>
<b>(b) Factors affecting the tax charge for the year</b>		
The tax assessed for the year is higher than the standard rate of corporation tax in the UK (28%). The differences are explained below		
Income before provision for income taxes	<u>12,911</u>	<u>10,745</u>
Income on ordinary activities multiplied by standard rate of corporation tax in the UK of 28% (2009: 28%)	3,344	2,806
Effects of:		
Group relief	(2,676)	142
Permanent differences	228	149
Timing adjustments	1,197	77
US & Canadian tax in excess of UK tax	2,192	(388)
Adjustments to tax charge in respect of previous years including US & Canadian tax	748	(475)
Unrelieved Local Tax brought forward from prior years	<u>455</u>	<u>-</u>
Current tax charge	<u>5,488</u>	<u>2,311</u>

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATES**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)**  
**FOR THE YEAR ENDED MARCH 31, 2010**

**7 PROPERTY AND EQUIPMENT**

	<u>Leasehold Property</u>	<u>Furniture, Fittings &amp; IT</u>	<u>Total</u>
	\$'000	\$'000	\$'000
<b>Cost or Valuation</b>			
Balance at April 1, 2009	20,210	18,905	39,115
Additions during the year	898	2,892	3,790
Disposals during the year	-	(19)	(19)
Adjustment for exchange differences	93	152	245
<b>Balance at March 31, 2010</b>	<b>21,201</b>	<b>21,930</b>	<b>43,131</b>
<b>Depreciation</b>			
Balance at April 1, 2009	5,569	11,600	17,169
Charge for the year	2,469	3,279	5,748
Eliminated in respect of disposals	-	(18)	(18)
Adjustment for exchange differences	33	99	132
<b>Balance at March 31, 2010</b>	<b>8,071</b>	<b>14,960</b>	<b>23,031</b>
<b>Net Book Value at March 31, 2010</b>	<b>13,130</b>	<b>6,970</b>	<b>20,100</b>
Net Book Value at March 31, 2009	14,641	7,305	21,946

**8 SUBSIDIARY COMPANIES**

The companies noted below were all wholly owned by Arup Americas Inc at March 31, 2010. The operating companies were all engaged in the same principal activities as the parent company.

Direct holdings:	Country of incorporation
Arup Canada Inc	Canada
Arup Services New York Limited	England
Arup Texas Inc	USA
Arup North America Ltd	England
Ove Arup & Partners Detroit Ltd	England
Ove Arup & Partners Massachusetts Inc.	USA

Movement of investment	<u>2010</u> \$'000	<u>2009</u> \$'000
Cost at April 1 and at March 31	<u>18,542</u>	<u>14,590</u>

The Group's affiliates, Ove Arup & Partners P.C and Arup Government Projects, Inc. are regarded as subsidiaries for the purposes of these financial statements. Arup Americas Inc does not have an investment in Ove Arup & Partners P.C and Arup Government Projects, Inc.. However the operations of Arup Americas Inc and Ove Arup & Partners P.C and Arup Government Projects, Inc are integrated.

**9 DEFERRED INCOME TAX ASSETS**

	<u>2010</u> \$'000	<u>2009</u> \$'000
US taxes recoverable	9,111	7,729
UK Deferred taxation	2,490	355
	<u>11,601</u>	<u>8,084</u>

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATES**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)**  
**FOR THE YEAR ENDED MARCH 31, 2010**

<b>10 OTHER ASSETS</b>	<u>2010</u> \$'000	<u>2009</u> \$'000
Other debtors	1,775	1,833
Investment in Joint Venture	<u>256</u>	<u>46</u>
	<u>2,031</u>	<u>1,879</u>
<b>11 ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES</b>	<u>2010</u> \$'000	<u>2009</u> \$'000
Bank overdraft	76	272
Taxation and social security costs	165	119
Other creditors	1,068	345
Accruals and deferred income	<u>20,185</u>	<u>16,875</u>
	<u>21,494</u>	<u>17,611</u>
<b>12 DEFERRED INCOME TAX LIABILITIES</b>	<u>2010</u> \$'000	<u>2009</u> \$'000
Provision for US taxes	476	795
Provision for UK taxes	<u>118</u>	<u>533</u>
	<u>594</u>	<u>1,328</u>
<b>13 DEFERRED INCOME TAXES</b>	<u>2010</u> <u>Provided</u> \$'000	<u>2009</u> <u>Provided</u> \$'000
Timing differences due to accelerated taxation depreciation allowances	1,263	(117)
Short term timing differences	<u>1,227</u>	<u>350</u>
	<u>2,490</u>	<u>233</u>
Movement of deferred tax provision :		
At April 1	233	874
Under/Over provision of deferred tax in respect of previous years	<u>287</u>	<u>27</u>
	520	901
Charge/(credit) for the year	<u>1,970</u>	<u>(668)</u>
<b>At March 31</b>	<u><b>2,490</b></u>	<u><b>233</b></u>

There is no unprovided deferred tax in 2010 nor 2009.

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATES**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)**  
**FOR THE YEAR ENDED MARCH 31, 2010**

<b>14 ANALYSIS OF CHANGES IN NET FUNDS</b>	<u>At April 1, 2009</u> \$'000	<u>Cashflow</u> \$'000	<u>At March 31, 2010</u> \$'000
Cash at bank and in hand	<u>24,984</u>	<u>(2,451)</u>	<u>22,533</u>
 <b>15 EQUITY</b>		<u>2010</u> \$'000	<u>2009</u> \$'000
<u>Group and Company</u>			
Authorized: 1,900,000 Equity Shares of \$1 each (2009: 4,800,150)		<u>19,000</u>	<u>4,800</u>
Allotted, called up and fully paid: 19,000,000 Equity Shares of \$1 each (2009: 4,000,150)		<u>19,000</u>	<u>4,000</u>
 <b>16 RETAINED EARNINGS</b>		<u>2010</u> \$'000	<u>2009</u> \$'000
Balance at April 1		22,143	(1,416)
Retained earnings for the financial year		9,310	7,180
Exchange translation differences		<u>(14,491)</u>	<u>16,379</u>
<b>Balance at March 31</b>		<u>16,962</u>	<u>22,143</u>
 <b>17 RECONCILIATION OF MOVEMENTS IN STOCKHOLDERS' EQUITY</b>		<u>2010</u> \$'000	<u>2009</u> \$'000
Balance at April 1		26,143	1,590
Retained earnings for the financial year		9,310	7,180
Dividends Payable		(280)	(1,009)
Other Reserves		(14,459)	14,459
Issue of additional stock		15,000	3,800
Exchange translation differences		<u>248</u>	<u>123</u>
<b>Closing shareholders' funds</b>		<u>35,962</u>	<u>26,143</u>
 <b>18 OTHER FINANCIAL COMMITMENTS</b>			
The Group and Company have the following property leasing commitments in the year to March 31, 2010 in respect of leases expiring in the years ending 31 March:		\$'000	
2011		643	
2012		-	
2013 - 2015		4,371	
2016 onwards		<u>4,119</u>	

**19 ULTIMATE CONTROLLING PARTY**

Arup Americas Inc is owned by Arup Group Limited, which is owned by the Ove Arup Partnership Employee Trust, the Ove Arup Partnership Charitable Trust and the Arup Service Trust.

**20 RELATED PARTY TRANSACTIONS**

The Arup Americas Inc Group transacts with other Arup Group companies in the normal course of business. These transactions are, in accordance with FRS 8 paragraph 3, not disclosed as the Arup Americas Inc Group is a wholly owned subsidiary of Arup Group Limited whose consolidated financial statements, in which the Arup Americas Inc Group is included, are publicly available.

Not registered in the UK

**ARUP AMERICAS INC**  
**FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED 31 MARCH 2011**

*These accounts are for consolidation purposes only.*

**ARUP AMERICAS INC**  
**FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED 31 MARCH 2011**

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## ARUP AMERICAS INC

## STATEMENT OF DIRECTORS' RESPONSIBILITIES

## FOR THE YEAR ENDED 31 MARCH 2011

The directors are responsible for preparing the directors' report and the financial statements in accordance with applicable laws and regulations.

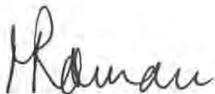
Company law requires the directors to prepare financial statements for each financial year. Under that law the directors have elected to prepare financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law). Under company law the directors must not approve the financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the company and of the profit or loss of the company for that period. In preparing these financial statements, the directors are required to:

- ♦ select suitable accounting policies and then apply them consistently;
- ♦ make judgments and accounting estimates that are reasonable and prudent;
- ♦ state whether applicable accounting standards have been followed, subject to any material departures disclosed and explained in the financial statements;
- ♦ prepare the financial statements on the going concern basis unless it is inappropriate to assume that the Company will continue in business.

The directors are responsible for keeping adequate accounting records that are sufficient to show and explain the Company's transactions and disclose with reasonable accuracy at any time the financial position of the company and enable them to ensure that the financial statements comply with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law). They are also responsible for safeguarding the assets of the Company and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

Legislation in the United Kingdom governing the preparation and dissemination of the accounts and the other information included in Annual Reports may differ from legislation in other jurisdictions.

The maintenance and integrity of the Company website is the responsibility of the directors; the work carried out by the auditors does not involve consideration of these matters, and accordingly the auditors accept no responsibility for any changes that may have occurred in the financial statements since they were initially presented on the website.



M Raman  
Director

26 September 2011

Registered Office: 13 Fitzroy Street, London, W1T 4BQ

**INDEPENDENT AUDITORS' REPORT TO THE MEMBERS OF**  
**ARUP AMERICAS INC**  
**FOR THE YEAR ENDED 31 MARCH 2011**

We have audited the non-statutory financial statements of Arup Americas Inc for the year ended 31 March 2011 which comprise the Profit and Loss Account, the Balance Sheet, the Statement of Total Recognised Gains and Losses and the related notes. The financial reporting framework that has been applied in the preparation of these non-statutory financial statements is United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

**Respective responsibilities of the directors and auditors**

As explained more fully in the Directors' Responsibilities Statement set out on page 1 the directors are responsible for the preparation of the non-statutory financial statements and for being satisfied that they give a true and fair view. Our responsibility is to audit and express an opinion on the non-statutory financial statements in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Auditing Practices Board's Ethical Standards for Auditors.

This report, including the opinion, has been prepared for and only for the directors for management purposes in accordance with our engagement letter dated 21 September 2011 and for no other purpose. We do not, in giving this opinion, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come including without limitation under any contractual obligations of the company, save where expressly agreed by our prior consent in writing.

**Scope of the audit of the non-statutory financial statements**

An audit involves obtaining evidence about the amounts and disclosures in the non-statutory financial statements sufficient to give reasonable assurance that the non-statutory financial statements are free from material misstatement, whether caused by fraud or error. This includes an assessment of: whether the accounting policies are appropriate to the company's circumstances and have been consistently applied and adequately disclosed; the reasonableness of significant accounting estimates made by the directors; and the overall presentation of the non-statutory financial statements. If we become aware of any apparent material misstatements or inconsistencies we consider the implications for our report.

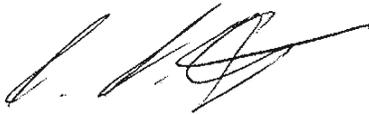
**Opinion on non-statutory financial statements**

In our opinion the non-statutory financial statements:

- give a true and fair view of the state of the Company's affairs as at 31 March 2011 and of its profit for the year then ended; and
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice.

**Emphasis of matter – Non- statutory financial statements**

Without modifying our opinion, we draw attention to the fact that these non-statutory financial statements have not been prepared under section 394 of the Companies Act 2006 and are not the company's statutory financial statements.



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Craig Skelton (Senior Statutory Auditor)  
for and on behalf of PricewaterhouseCoopers LLP  
Chartered Accountants and Statutory Auditors

London  
30 September 2011

Not registered in the UK

**ARUP AMERICAS INC**  
**PROFIT AND LOSS ACCOUNT**  
**FOR THE YEAR ENDED 31 MARCH 2011**

	<u>Note</u>	<u>2011</u> £	<u>2010</u> £
<b>Other operating charges</b>			
Communications and other overheads		1,274,175	911,996
<b>Operating profit</b>	2	1,274,175	911,996
Dividends received		224,000	175,000
Interest payable		-	(23)
<b>Profit on ordinary activities before taxation</b>		1,498,176	1,086,973
Tax on profit on ordinary activities	4	-	-
<b>Profit for the financial year</b>	9 & 10	1,498,176	1,086,973

**STATEMENT OF TOTAL RECOGNISED GAINS AND LOSSES**  
**FOR THE YEAR ENDED 31 MARCH 2011**

		<u>2011</u> £	<u>2010</u> £
Profit for the financial year	9 & 10	1,498,176	1,086,973
Exchange translation losses		(1,041,254)	(72,826)
<b>Total recognised gains relating to the year</b>		456,922	1,014,147

There is no difference between the profit on ordinary activities before taxation and the profit for the financial year stated above, and their historical cost equivalent.

The notes on pages 5 to 7 form part of these financial statements

Not registered in the UK

## ARUP AMERICAS INC

## BALANCE SHEET

AS AT 31 MARCH 2011

	<u>Note</u>	<u>2011</u> £	<u>2010</u> £
<b>Fixed Assets</b>			
Investments	5	12,802,468	12,440,162
<b>Current Assets</b>			
Debtors	6	14,411,965	15,452,961
Cash at bank and in hand		43,174	46,595
		14,455,139	15,499,556
<b>Creditors: amounts falling due within one year</b>	7	<u>(13,389,115)</u>	<u>(14,304,147)</u>
<b>Net current assets</b>		<u>1,066,024</u>	<u>1,195,409</u>
<b>Total assets less current liabilities</b>		<u>13,868,492</u>	<u>13,635,571</u>
<b>Capital and reserves</b>			
Called up share capital	8	11,811,513	12,747,400
Profit and loss account	9	2,056,979	888,171
<b>Total shareholders' funds</b>	10	<u>13,868,492</u>	<u>13,635,571</u>

The financial statements on pages 3 to 7 were approved by the Board of Directors on 26 September 2011 and signed on its behalf by:



\_\_\_\_\_  
M Raman  
Director

The notes on pages 5 to 7 form part of these financial statements

**ARUP AMERICAS INC**  
**NOTES TO THE FINANCIAL STATEMENTS**  
**FOR THE YEAR ENDED 31 MARCH 2011**

**1 Accounting policies**

**a) Basis of accounting**

The financial statements have been prepared in accordance with all applicable accounting standards under the historical cost convention.

The Company is ultimately a wholly-owned subsidiary of Arup Group Limited and is included in its consolidated financial statements which are publicly available. The company has also taken advantage of the exemption from publishing a cash flow statement under the terms of Financial Reporting Standard No 1 (Revised 1996).

Having considered post year end trading and forecasts and the cash resources available to the Company, the directors are satisfied that it is appropriate to continue to use the going concern assumption.

The principal accounting policies, which have been applied consistently throughout the year, are set out below.

The financial statements have been prepared in accordance with all applicable accounting standards under the historical cost convention.

**b) Taxation and deferred taxation**

Current and deferred income tax are recognised in the income statement for the period except where the taxation arises as a result of a transaction or event that is recognised in other comprehensive income or directly in equity. Income tax arising on transactions or events recognised in other comprehensive income or directly in equity is charged or credited to other comprehensive income or directly to equity respectively.

In accordance with FRS 19, full provision is made for timing differences at the tax rates that are expected to apply in the periods in which the timing differences are expected to reverse, based on tax rates and laws that have been enacted or substantially enacted at the balance sheet date, in respect of timing differences which have arisen but not reversed at the balance sheet date. Timing differences are differences between the Company's taxable profits and its results as stated in the accounts, which are not permanent. Deferred tax is measured on a non-discounted basis.

No deferred tax has been provided for on any gain arising from the sales of any assets where the taxable gain has been, or will be, rolled over to replacement assets.

Deferred tax assets are only recognised where they arise from timing differences where the recoverability is foreseen with reasonable certainty.

**c) Exchange rates**

The Company's functional currency is the US dollar. The Company has chosen to present its financial statements in pounds sterling.

The average exchange rate for the year was 1.5579 USD : 1 GBP and the exchange rate prevailing at the balance sheet date was 1.6086 USD : 1 GBP. These exchange rates have been used in the preparation of the financial statements.

Monetary assets and liabilities denominated in a currency other than the functional currency have been translated to the functional currency at year end rates, with corresponding exchange differences recognised in the profit and loss account.

Assets and liabilities have been translated from the functional currency to the presentation currency at the year end rate. The trading results have been translated using an average rate for the year. Exchange differences arising on translation of assets and liabilities, and the difference between translating the profit and loss at average rates and closing rates have been taken directly to the profit and loss reserve.

**d) Investments**

Investments in subsidiary undertakings are stated at cost less provision for impairment.

**e) Cash**

Cash comprises only cash in hand which is subject to an insignificant risk of changes in value.

**2 Operating profit**

	<u>2011</u>	<u>2010</u>
	£	£
This is stated after charging/(crediting):		
Profit on foreign exchange from trading activities	<u>(1,274,175)</u>	<u>(912,142)</u>
Audit fees are borne by a fellow subsidiary company.		

**3 Directors' remuneration**

Directors' remuneration is borne by a fellow subsidiary company.

**ARUP AMERICAS INC**  
**NOTES TO THE FINANCIAL STATEMENTS (Continued)**  
**FOR THE YEAR ENDED 31 MARCH 2011**

<b>4 Tax on profit on ordinary activities</b>	<u>2011</u>	<u>2010</u>
	£	£
<b>(a) Analysis of tax charge</b>		
The charge for taxation comprises:		
UK corporation tax for the year at 28%	-	-
Less: double tax relief	-	-
	<u>          </u>	<u>          </u>
Total tax charge	<u>          </u>	<u>          </u>

**(b) Factors affecting the tax charge for the year**

The tax assessed for the year is lower than the standard rate of corporation tax in the UK (28%). The differences are explained below.

	<u>2011</u>	<u>2010</u>
	£	£
Profit on ordinary activities before tax	<u>1,498,176</u>	<u>1,086,973</u>
Profit on ordinary activities multiplied by the standard rate of corporation tax in the UK of 28%	419,489	304,352
Effects of:		
Group relief	(356,769)	(255,399)
Permanent differences	<u>(62,720)</u>	<u>(48,953)</u>
Current tax charge	<u>          </u>	<u>          </u>

**5 Fixed asset investment**

The companies noted below were all wholly owned by Arup Americas Inc at 31 March 2011.

The Company's subsidiary undertakings practice in the field of consulting engineering services, in architecture and in other related professional skills, with the exception of Ove Arup & Partners Detroit Limited which is a non trading company.

	<u>Country of</u>	<u>2011</u>	<u>2010</u>
	<u>incorporation</u>	£	£
Arup Advisory Inc	USA	622	-
Arup Canada Inc	Canada	286,080	285,634
Arup Government Projects Inc	USA	311,451	-
Arup North America Limited	England and Wales	1,000,000	1,037,037
Arup Services New York Limited	England and Wales	8,500,000	8,198,882
Arup Texas Inc	USA	217,581	234,821
Arup USA Inc	USA	2,486,634	2,683,663
Ove Arup & Partners Detroit Limited	England and Wales	<u>100</u>	<u>125</u>
		<u>12,802,468</u>	<u>12,440,162</u>

Movement of investment	<u>2011</u>
	£
Cost at 1 April 2010	12,440,162
Additions	994,938
Disposals	(16)
Adjustment for exchange differences	<u>(632,616)</u>
<b>Cost at 31 March 2011</b>	<u>12,802,468</u>

<b>6 Debtors</b>	<u>2011</u>	<u>2010</u>
	£	£
Amounts owed by group undertakings	14,411,946	15,452,941
Other debtors	<u>19</u>	<u>20</u>
	<u>14,411,965</u>	<u>15,452,961</u>

<b>7 Creditors: amounts falling due within one year</b>	<u>2011</u>	<u>2010</u>
	£	£
Amounts owed to group undertakings	<u>13,389,115</u>	<u>14,304,147</u>

## ARUP AMERICAS INC

## NOTES TO THE FINANCIAL STATEMENTS (Continued)

## FOR THE YEAR ENDED 31 MARCH 2011

<b>8 Share capital</b>	<u>2011</u>	<u>2010</u>
	£	£
Issued and fully paid:		
19,000,000 Ordinary Shares of USD \$1 each	12,747,400	11,865,746
Adjustment for exchange differences	<u>(935,887)</u>	<u>881,654</u>
	<u>11,811,513</u>	<u>12,747,400</u>
<b>9 Profit and loss account</b>	<u>2011</u>	<u>2010</u>
	£	£
Balance at 1 April	888,171	(90,409)
Profit for the financial year	1,498,176	1,086,973
Adjustment for exchange differences	(105,367)	66,607
Dividends on shares classified in shareholders' funds	<u>(224,000)</u>	<u>(175,000)</u>
<b>Balance at 31 March</b>	<u>2,056,979</u>	<u>888,171</u>
<b>10 Reconciliation of movements in shareholders' funds</b>	<u>2011</u>	<u>2010</u>
	£	£
Balance at 1 April	13,635,571	12,796,424
Increase in share capital	-	9,073,230
Profit for the financial year	1,498,176	1,086,973
Movement in other reserves	-	(9,073,230)
Adjustment for exchange differences	(1,041,254)	(72,826)
Dividends on shares classified in shareholders' funds	<u>(224,000)</u>	<u>(175,000)</u>
<b>Balance at 31 March</b>	<u>13,868,492</u>	<u>13,635,571</u>

In the prior year there was an issue of 15,000,000 ordinary shares of USD \$1 each.

**11 Contingent liabilities**

The Company has recorded a liability for the best estimate of certain claims that have been brought against the Company. At this time it is not possible to measure reliably any other items that may have been incurred but have yet to have a claim raised in respect of it. The Company monitors all claims and takes appropriate insurance procedures to mitigate the Company's risk.

**12 Ultimate parent company**

The Company's parent company is Arup Americas, Inc. a company incorporated in the United States of America. Arup Americas, Inc. is a subsidiary of Arup Group Limited which is owned by the Ove Arup Partnership Employee Trust, the Ove Arup Partnership Charitable Trust and the Arup Service Trust.

**13 Related party transactions**

The Company transacts with other group companies in the normal course of business. These transactions are, in accordance with FRS 8 paragraph 3, not disclosed as the company is a wholly owned subsidiary of Arup Group Limited whose consolidated financial statements, in which the company is included, are publicly available.

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE**

**COMBINED FINANCIAL STATEMENTS**

**MARCH 31, 2012**

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE**

**FOR THE YEAR ENDED MARCH 31, 2012**

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# ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE

## DIRECTORS' REPORT

FOR THE YEAR ENDED MARCH 31, 2012

The Directors present their report together with the non-statutory financial statements for the year ended March 31, 2012 which were approved on May 20, 2013.

The capital of the ultimate parent Company is divided into equity shares, which are held in trust for the benefit of the employees (past, present and future) of Arup Americas Inc and its subsidiary companies and affiliates ("the Group"), and voting shares that are held by the Ove Arup Partnership Charitable Trust.

### PRINCIPAL ACTIVITY

The Company and its subsidiaries and affiliates practice in the field of consulting engineering services, in architecture and in other related professional skills.

### REVIEW OF THE BUSINESS AND FUTURE DEVELOPMENTS

During the year, the Group's revenue increased by 1.0% (2011: 15.1%) and the Group made a total profit before tax, dividends and staff profit share of \$10.8m (2011: \$11.8m).

The performance developments of the Group are in line with the expectations of the Directors.

The principal area of risk and operating uncertainty for the business is its ability to continue to secure new projects and deliver the performance of existing projects in line with management's objectives. To monitor these, the Directors use the following financial key performance indicators (KPIs):

Revenue and Profit per person is a financial KPI used to monitor the continued contribution to the Group. In calculating this measure profit is stated before tax, dividends and profit share payable to staff. At March 31, 2012, revenue per person was \$238k (2011: \$260k) and profit per person was \$11k (2011: \$13k).

Staff turnover is a key non-financial measure of business performance. For the year ended March 31, 2012, staff turnover was 9.0% (2011: 10.9%).

### Dividends

The directors do not recommend a dividend payment (2011: \$355k)

### Supplier payments

The Group's policy is to agree terms and conditions for its orders with suppliers and to ensure that these are abided by.

### DIRECTORS AND THEIR INTERESTS

The Directors of Arup Americas Inc during the year were as follows:-

P Dille	A Jennat
A S Howard	M Raman

No Director has an interest in the shares of the Company (or any other member of the Group) other than through his interest as an employee of the Group in the employee trusts which own the equity shares of the company.

### Financial risk management

The Group's financial assets/liabilities comprise cash at bank and trade and other payables and receivables, whose main purpose is to maintain adequate finance for the Group's operations.

The Group is exposed to a number of financial risks and actively mitigates the risk of financial loss. The key aspects are:

- **Liquidity Risk:** Cashflow forecasts are prepared to ensure that sufficient funds are available to meet the Group's liabilities as and when they fall due. Where needed the parent Group will provide sufficient funds to cover the entities' liabilities.
- **Foreign Exchange Risk:** Where possible the Group matches its currency earnings with currency costs. Where this is not possible, appropriate derivative contracts may be used. There is no speculative use of financial instruments.
- **Interest Rate Risk:** The Group currently does not hedge interest rate risk, however, the need to do so is regularly reviewed.
- **Credit Risk:** The main exposure to credit risk is on amounts due from customers. Controls and procedures are in place to mitigate this risk. Cash investments are held with banks with a minimum credit rating of A-1/P1.

Note 1g) in the notes to the non-statutory financial statements provides further information on accounting for exchange differences.

ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE

DIRECTORS' REPORT (CONTINUED)

FOR THE YEAR ENDED MARCH 31, 2012

**CHARITABLE DONATIONS**

During the year the Group made charitable donations amounting to \$425k (2011: \$299k).

**EMPLOYEES**

The maintenance of a highly skilled workforce is a key to the future of the Group. Health and Safety matters are regularly reviewed by the Directors and it is their policy to ensure that:

- full and fair consideration is given to all applications for employment made by disabled persons, having regard to their capabilities;
- when existing employees become disabled (whether from illness or accident) every reasonable effort is made to continue to provide suitable employment either in the same, or by training, in an alternative job; and
- disabled persons are given equal consideration for training, career development and opportunities for promotion within the Group.

The Group is active in the field of employee communications and employees are encouraged to express their views on major policy issues. 'Working at Arup' surveys are conducted to obtain feedback from employees. This survey is confidential and is used alongside consultation with employees where appropriate.

Each year, employees are provided with a Chairman's report and financial information. Employees are informed of significant business issues via the use of email, discussions with senior management, the Group's intranet and in-house publications.

Employee involvement in the Group's performance is encouraged and maintained via participation in a staff profit sharing initiative.

**STATEMENT OF DIRECTORS' RESPONSIBILITIES**

The Directors are responsible for preparing the Directors' report and the non-statutory financial statements in accordance with applicable laws and regulations.

The Directors have elected to prepare non-statutory financial statements in accordance with United Kingdom Generally Accepted Accounting Practice (United Kingdom Accounting Standards and applicable law). The Directors must not approve the non-statutory financial statements unless they are satisfied that they give a true and fair view of the state of affairs of the Group and of the profit or loss of the Group for that period. In preparing these non-statutory financial statements, the Directors are required to:

- select suitable accounting policies and then apply them consistently;
- make judgments and estimates that are reasonable and prudent;
- state whether applicable UK accounting standards have been followed, subject to any material departures disclosed and explained in the non-statutory financial statements;
- prepare the non-statutory financial statements on the going concern basis unless it is inappropriate to assume that the Group will continue in business.

The Directors are responsible for keeping adequate accounting records that are sufficient to show and explain the Group's transactions and disclose with reasonable accuracy at any time the financial position of the Group. They are also responsible for safeguarding the assets of the Group and hence for taking reasonable steps for the prevention and detection of fraud and other irregularities.

By Order of the Directors



Matthew Tweedie  
Company Secretary

Dated:

Registered Office:

77 Water Street, New York, New York 10005, USA

**INDEPENDENT AUDITORS' REPORT TO THE SHAREHOLDERS OF  
ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE  
FOR THE YEAR ENDED MARCH 31, 2012**

We have audited the group non-statutory combined financial statements (the "financial statements") of Arup Americas Inc for the year ended 31 March 2012 which comprise the Combined Statements of Income, Combined Statements of Financial Position, the Combined Statements of Cash Flows and the related notes. The financial reporting framework that has been applied in their preparation is applicable law and United Kingdom Accounting Standards (United Kingdom Generally Accepted Accounting Practice).

**RESPECTIVE RESPONSIBILITIES OF DIRECTORS AND AUDITORS**

As explained more fully in the Directors' Responsibilities Statement set out on page 2 the directors are responsible for the preparation of the non-statutory financial statements and for being satisfied that they give a true and fair view. Our responsibility is to audit and express an opinion on the non-statutory financial statements in accordance with applicable law and International Standards on Auditing (UK and Ireland). Those standards require us to comply with the Auditing Practices Board's Ethical Standards for Auditors.

This report, including the opinion, has been prepared for and only for the directors for management purposes in accordance with our engagement letter dated 6 February 2013 and for no other purpose. We do not, in giving this opinion, accept or assume responsibility for any other purpose or to any other person to whom this report is shown or into whose hands it may come including without limitation under any contractual obligations of the company, save where expressly agreed by our prior consent in writing.

**Scope of the audit of the financial statements**

An audit involves obtaining evidence about the amounts and disclosures in the non-statutory financial statements sufficient to give reasonable assurance that the non-statutory financial statements are free from material misstatement, whether caused by fraud or error. This includes an assessment of: whether the accounting policies are appropriate to the group's and parent company's circumstances and have been consistently applied and adequately disclosed; the reasonableness of significant accounting estimates made by the directors; and the overall presentation of the non-statutory financial statements. In addition, we read all the financial and non-financial information to identify material inconsistencies with the audited non-statutory financial statements. If we become aware of any apparent material misstatements or inconsistencies we consider the implications for our report.

**Opinion on financial statements**

In our opinion the non-statutory financial statements:

- give a true and fair view of the state of the group's and the parent company's affairs as at 31 March 2012 and of the group's profit and cash flows for the year then ended;
- have been properly prepared in accordance with United Kingdom Generally Accepted Accounting Practice.

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PricewaterhouseCoopers LLP  
Chartered Accountants  
London

21 May 2013

## ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE

## COMBINED STATEMENTS OF INCOME

FOR THE YEAR ENDED MARCH 31, 2012

	<u>Notes</u>	<u>2012</u> <u>\$'000</u>	<u>2011</u> <u>\$'000</u>
<b>REVENUES</b>	1c & 2	232,832	240,670
<b>OPERATING EXPENSES</b>			
Direct staff costs	3	123,850	124,079
Other direct expenses		58,731	36,239
Selling, general and administrative expenses		<u>44,739</u>	<u>73,449</u>
		<u>227,320</u>	<u>233,767</u>
<b>OPERATING INCOME</b>	4	5,512	6,903
Other income / (expense):			
Interest income		24	8
Interest paid	5	(28)	(24)
		<u>5,508</u>	<u>6,887</u>
<b>INCOME BEFORE PROVISION FOR INCOME TAXES</b>	2	5,508	6,887
Provision for income taxes	1e & 6	6,430	5,799
		<u>(922)</u>	<u>1,088</u>
<b>NET INCOME</b>	15 & 16	<u>(922)</u>	<u>1,088</u>

There is no material difference between the profit on ordinary activities before taxation and the profit for the financial year stated above, and their historical cost equivalents

The notes on pages 7 to 13 form part of these financial statements

## ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE

## COMBINED STATEMENTS OF FINANCIAL POSITION

AS AT MARCH 31, 2012

	<u>Notes</u>	<u>2012</u> \$'000	<u>2011</u> \$'000
<b>ASSETS:</b>			
<b>NON CURRENT ASSETS</b>			
Receivable from other Arup Groups		-	3,080
Property and equipment, net	7	29,918	18,374
Deferred income taxes	9	950	3,146
Other assets	10	<u>1,253</u>	<u>1,984</u>
Total non current assets		32,121	26,584
<b>CURRENT ASSETS</b>			
Cash and cash equivalents	13	10,893	10,420
Accounts receivable, net		44,298	42,886
Costs and estimated earnings in excess of billings		10,388	5,030
Prepaid expenses and other current assets		<u>11,418</u>	<u>13,633</u>
Total current assets		76,997	71,969
<b>TOTAL ASSETS</b>		<u><u>109,118</u></u>	<u><u>98,553</u></u>
<b>LIABILITIES AND STOCKHOLDERS' EQUITY:</b>			
<b>CURRENT LIABILITIES</b>			
Accounts payable		(10,169)	(6,350)
Billings in excess of costs and estimated earnings		(26,204)	(32,082)
Accrued expenses and other current liabilities	11	<u>(33,230)</u>	<u>(21,492)</u>
Total current liabilities		<u>(69,603)</u>	<u>(59,924)</u>
<b>TOTAL ASSETS LESS CURRENT LIABILITIES</b>		<u><u>39,515</u></u>	<u><u>38,629</u></u>
Creditors greater than one year		(232)	-
Provision for US taxes	12	(944)	(1,642)
Payable to other affiliates		<u>(1,844)</u>	<u>-</u>
<b>TOTAL NON CURRENT LIABILITIES</b>		<u><u>(3,020)</u></u>	<u><u>(1,642)</u></u>
<b>STOCKHOLDERS' EQUITY</b>			
Common stock - \$1 par value	14	(19,000)	(19,000)
Retained earnings	15	<u>(17,495)</u>	<u>(17,987)</u>
Total stockholders' equity	16	<u>(36,495)</u>	<u>(36,987)</u>
<b>TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY</b>		<u><u>(109,118)</u></u>	<u><u>(98,553)</u></u>

The notes on pages 7 to 13 form part of these financial statements

ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE

COMBINED STATEMENTS OF CASHFLOWS

FOR THE YEAR ENDED MARCH 31, 2012

	<u>Notes</u>	<u>2012</u> \$'000	<u>2011</u> \$'000
<b>Net cash inflow/(outflow) from operating activities</b>		<u>13,336</u>	<u>(2,751)</u>
<b>Returns on investment and servicing of finance</b>			
Interest received		24	8
Interest paid		(28)	(24)
Receipts from increase in share capital		-	-
Dividends paid		<u>-</u>	<u>(355)</u>
<b>Net cash outflow on investment and servicing of finance</b>		<u>(4)</u>	<u>(371)</u>
<b>Taxation</b>			
Corporation tax paid		<u>(3,197)</u>	<u>(4,408)</u>
<b>Capital expenditure and financial investment</b>			
Payments to acquire fixed assets		(9,948)	(4,513)
Exchange differences on fixed assets		30	(70)
Payments to acquire other fixed assets		-	-
Receipts from the sale of current asset investments		<u>256</u>	<u>-</u>
<b>Net cash outflow on capital expenditure and financial investment</b>		<u>(9,662)</u>	<u>(4,583)</u>
<b>Increase/(decrease) in cash</b>		<u>473</u>	<u>(12,113)</u>
<b>Reconciliation of net cashflow to movement in net funds</b>	15		
Net funds at 1 April		10,420	22,533
Increase/(decrease) in cash		473	(12,113)
Movement in net funds in the period		<u>473</u>	<u>(12,113)</u>
<b>Net funds at 31 March</b>		<u>10,893</u>	<u>10,420</u>
<b>Reconciliation of operating profit to net cashflow from operating activities</b>			
Operating profit		5,512	6,903
Depreciation charges		6,848	6,303
Exchange differences		430	292
Loss on disposal of fixed assets		3	4
Increase in debtors		(2,739)	(9,513)
Increase / (decrease) in creditors		<u>3,282</u>	<u>(6,740)</u>
<b>Net cash inflow/(outflow) from operating activities</b>		<u>13,336</u>	<u>(2,751)</u>

The notes on pages 7 to 13 form part of these financial statements

ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE

NOTES TO THE COMBINED FINANCIAL STATEMENTS

FOR THE YEAR ENDED MARCH 31, 2012

**1 ACCOUNTING POLICIES**

**a) Basis of Accounting**

These financial statements are prepared on the going concern basis, under the historical cost convention and in accordance with applicable UK accounting standards.

Having considered post year end trading and forecasts and the cash resources available to the Group, the Directors are satisfied that it is appropriate to continue to use the going concern assumption.

The principal accounting policies, which have been applied consistently and uniformly throughout the Group during the year, are set out below.

**b) Basis of Consolidation**

The consolidated financial statements include the Company and all its subsidiary undertakings. In addition, two affiliate entities are included in this consolidation. Intragroup trading is eliminated within charges from sub-consultants and other direct project costs and communications and other overheads.

**c) Revenues**

Revenues represents the value of work performed on contracts in the year.

For contracts on which revenues exceeds fees rendered, the excess is included as costs and estimated earnings in excess of billings within current assets. For contracts on which fees rendered exceeds revenues, the excess is included as billings in excess of costs and estimated earnings within current liabilities.

**d) Tangible Fixed Assets**

Tangible fixed assets are carried at cost less accumulated depreciation and impairment. Cost comprises purchase price after discounts and rebates plus all directly attributable costs of bringing the asset to working condition for its intended use. Tangible fixed assets are written off over their estimated useful lives on a straight line basis at a rate of 25% per annum. Expenditure on computer hardware is written off on a straight line basis at a rate of 33% per annum. Expenditure on leasehold properties is written off over the period of the lease.

Fixed assets and investments are reviewed for impairment wherever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the carrying amount of the asset exceeds its recoverable amount. The recoverable amount is the higher of the fair value less costs to sell and value in use.

**e) Taxation**

Current and deferred income tax are recognised in the combined statements of income for the period except where the taxation arises as a result of a transaction or event that is recognised in the combined statements of income or directly in equity. Income tax arising on transactions or events recognised in the combined statements of income or directly in equity is charged or credited to the combined statements of income or directly to equity respectively.

**f) Deferred Income Taxes**

Full provision is made for timing differences at the tax rates that are expected to apply in the periods in which the timing differences are expected to reverse, based on tax rates and laws that have been enacted or substantially enacted at the balance sheet date, in respect of timing differences which have arisen but not reversed at the balance sheet date. Timing differences are differences between the Group's taxable profits and its results as stated in the financial statements which are not permanent. Deferred tax is measured on a non-discounted basis.

No deferred tax has been provided for on any gain arising from the sales of any assets where the taxable gain has been, or will be, rolled over to replacement assets.

Deferred income tax assets are only recognized where they arise from timing differences where the recoverability is foreseen with reasonable certainty.

**g) Exchange Rates**

Monetary assets and liabilities in foreign currency have been translated into US dollars at year end exchange rates. The trading results of overseas operations have been translated using an average rate for the year.

Exchange differences on the translation of the results of overseas operations together with those on assets and liabilities in foreign currency are taken directly to reserves. All other exchange differences are included in the combined statements of income.

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)**  
**FOR THE YEAR ENDED MARCH 31, 2012**

**1 ACCOUNTING POLICIES (Continued)**

**g) Long Term Contracts**

The value of long term contracts is based on recoverable costs plus attributable profit. Cost is defined as technical staff costs and related overheads plus project expenses.

As projects reach stages where it is considered that their outcome can be reasonably foreseen, proportions of the expected total profit are brought into the financial statements. Provision is made for all known and anticipated losses.

For contracts on which revenues exceeds fees rendered, the excess is included as costs and estimated earnings in excess of billings within current assets. For contracts on which fees rendered exceeds revenues, the excess is included as billings in excess of costs and estimated earnings within current liabilities.

**h) Other Contracts**

Other contracts are mostly time basis contracts which are valued at external charging rates. Profits are taken as services are performed.

**i) Pension Costs**

The Company's contributions to the Group's defined contribution plans are charged to the combined statements of income when they fall due.

**j) Leased Property and Equipment**

Where the Group has entered into finance leases, the obligations to the lessor are part of the current liabilities, and the rights to the corresponding assets are treated as property and equipment. Leases are regarded as finance leases where their terms transfer to the lessee substantially all the benefits and burdens of ownership, other than the legal right to title.

Rentals payable under operating leases are charged to the combined statements of income on a straight line basis over the term of the lease.

**l) Trade Debtors**

Trade debtors are recognised at original invoice amount. A provision for impairment of trade debtors is established when there is reason that the Group will not be able to collect all amounts due according to the original terms of the debtor.

**m) Cash**

Cash comprises of cash in hand which is subject to an insignificant risk of changes in value.

## ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE

## NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)

FOR THE YEAR ENDED MARCH 31, 2012

<b>2 SEGMENTAL REPORT</b>	<u>2012</u>	<u>2011</u>
	\$'000	\$'000
<b>Revenues by destination:</b>		
<u>Sales to third parties</u>		
UK	6,076	6,911
Europe	1,148	297
Asia	7,094	4,980
Middle East / Africa	14,327	17,666
Americas	203,563	208,783
Australasia	624	2,033
	<u>232,832</u>	<u>240,670</u>
<b>Income before provision for income taxes</b>		
<u>Segment Income</u>		
UK	144	198
Europe	27	8
Asia	168	143
Middle East / Africa	339	507
Americas	4,820	5,989
Australasia	14	58
	<u>5,512</u>	<u>6,903</u>
Net Interest	<u>(4)</u>	<u>(16)</u>
Group income before provision for income taxes	<u>5,508</u>	<u>6,887</u>
<b>Net Assets</b>		
UK	953	1,062
Europe	180	46
Asia	1,112	765
Middle East / Africa	2,246	2,715
Americas	31,906	32,087
Australasia	98	312
	<u>36,495</u>	<u>36,987</u>
<b>3 DIRECT STAFF COSTS</b>	<u>2012</u>	<u>2011</u>
	\$'000	\$'000
Direct Salaries	93,590	89,907
Staff profit sharing	5,254	4,909
Social security	6,754	7,140
Defined contribution plans	7,252	7,595
Other staff costs	11,000	14,528
	<u>123,850</u>	<u>124,079</u>
<b>An analysis of the average number of persons employed by the Group is set out below:-</b>	<u>2012</u>	<u>2011</u>
	Number	Number
Technical	822	783
Support services	155	144
	<u>977</u>	<u>927</u>
<b>4 GROUP OPERATING INCOME</b>	<u>2012</u>	<u>2011</u>
	\$'000	\$'000
This is stated after charging:		
Auditors' compensation - audit services	335	157
Other services relating to taxation	261	105
Loss on disposal of property and equipment	3	4
Loss on foreign exchange from trading activities	285	1,452
Operating leases - land & buildings	10,253	8,164
Operating leases - plant and machinery	17	261

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)**

**FOR THE YEAR ENDED MARCH 31, 2012**

<b>5 INTEREST PAID</b>	<u>2012</u> \$'000	<u>2011</u> \$'000
Other interest	<u>28</u>	<u>24</u>
	<u>28</u>	<u>24</u>
 <b>6 TAXATION</b>	 <u>2012</u> \$'000	 <u>2011</u> \$'000
<b>(a) Analysis of tax charge</b>		
The charge for taxation comprises:		
UK Corporation Tax for the year at 26% (2011: 28%)	2,824	2,663
Less: double tax relief	<u>(2,824)</u>	<u>(2,663)</u>
	-	-
Under / (Over) provision of UK Corporation Tax	<u>1,103</u>	<u>(421)</u>
	1,103	(421)
US & Canada taxation for the current year	1,579	6,377
Under provision in respect of previous years	<u>840</u>	<u>1,194</u>
<b>Current tax charge</b>	<b>3,522</b>	<b>7,150</b>
Deferred taxation for the current year	3,320	(589)
Over provision in respect of previous years	<u>(412)</u>	<u>(762)</u>
<b>Total tax charge</b>	<b><u>6,430</u></b>	<b><u>5,799</u></b>
 <b>(b) Factors affecting the tax charge for the year</b>		
The tax assessed for the year is higher than the standard rate of corporation tax in the UK of 26% (2011:28%). The differences are explained below		
Income before provision for income taxes	<u>5,508</u>	<u>6,887</u>
Income on ordinary activities multiplied by standard rate of corporation tax in the UK of 26% (2011: 28%)	1,432	1,928
Effects of:		
Group relief	38	-
Permanent differences	126	432
Timing adjustments	1,223	574
US & Canadian tax in excess of UK tax	(1,370)	3,400
Adjustments to tax charge in respect of previous years including US & Canadian tax charge	1,942	789
Losses carried forward	<u>131</u>	<u>27</u>
<b>Current tax charge</b>	<b><u>3,522</u></b>	<b><u>7,150</u></b>

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)**  
**FOR THE YEAR ENDED MARCH 31, 2012**

**7 PROPERTY AND EQUIPMENT**

	<u>Leasehold Property</u>	<u>Furniture, Fittings &amp; IT</u>	<u>Total</u>
	\$'000	\$'000	\$'000
<b>Cost or Valuation</b>			
Balance at April 1, 2011	21,746	25,974	47,720
Additions during the year	13,352	5,072	18,424
Disposals during the year	(323)	(171)	(494)
Adjustment for exchange differences	(27)	(32)	(59)
<b>Balance at March 31, 2012</b>	<b>34,748</b>	<b>30,843</b>	<b>65,591</b>
<b>Depreciation</b>			
Balance at April 1, 2011	10,612	18,734	29,346
Charge for the year	3,087	3,761	6,848
Eliminated in respect of disposals	(322)	(169)	(491)
Adjustment for exchange differences	(9)	(21)	(30)
<b>Balance at March 31, 2012</b>	<b>13,368</b>	<b>22,305</b>	<b>35,673</b>
<b>Net Book Value at March 31, 2012</b>	<b>21,380</b>	<b>8,538</b>	<b>29,918</b>
Net Book Value at March 31, 2011	11,134	7,240	18,374

**8 SUBSIDIARY COMPANIES**

The companies noted below were all wholly owned by Arup Americas Inc at March 31, 2012. The operating companies were all engaged in the same principal activities as the parent company.

Direct holdings:	Country of incorporation
Arup Advisory Inc	USA
Arup Canada Inc	Canada
Arup Government Projects Inc	USA
Arup North America Ltd	England
Arup Services New York Limited	England
Arup Texas Inc	USA
Arup USA Inc	USA
Ove Arup & Partners Detroit Ltd	England

The Group's affiliate, Ove Arup & Partners P.C is regarded as a subsidiary for the purposes of these financial statements. Arup Americas Inc does not have an investment in Ove Arup & Partners P.C. However the operations of Arup Americas Inc and Ove Arup & Partners P.C Inc are integrated.

**9 DEFERRED INCOME TAX ASSETS**

	<u>2012</u> \$'000	<u>2011</u> \$'000
Timing differences due to accelerated taxation depreciation	-	1,755
Short term timing differences	950	1,391
	<u>950</u>	<u>3,146</u>
<b>Movement of deferred tax provision :</b>		
At April 1	3,146	2,490
Movement in opening balance due to change in rate of tax	(3,320)	
Under/Over provision of deferred tax in respect of previous years	481	197
	<u>307</u>	<u>2,687</u>
<b>Charge for the year</b>	<u>643</u>	<u>459</u>
<b>At March 31</b>	<u>950</u>	<u>3,146</u>

There is no unprovided deferred tax in 2012 nor 2011.

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)**

**FOR THE YEAR ENDED MARCH 31, 2012**

<b>10 OTHER ASSETS</b>		<u>2012</u> \$'000	<u>2011</u> \$'000
Other debtors		1,253	1,728
Investment in Joint Venture		<u>-</u>	<u>256</u>
		<u>1,253</u>	<u>1,984</u>
<b>11 ACCRUED EXPENSES AND OTHER CURRENT LIABILITIES</b>		<u>2012</u> \$'000	<u>2011</u> \$'000
Bank overdraft		(31)	(546)
Taxation and social security costs		-	(34)
Other creditors		(1,211)	(635)
Accruals and deferred income		<u>(31,988)</u>	<u>(20,277)</u>
		<u>(33,230)</u>	<u>(21,492)</u>
<b>12 PROVISION FOR TAXES</b>		<u>2012</u> \$'000	<u>2011</u> \$'000
Provision for US taxes		(944)	(1,518)
Provision for UK taxes		<u>-</u>	<u>(124)</u>
		<u>(944)</u>	<u>(1,642)</u>
<b>13 ANALYSIS OF CHANGES IN NET FUNDS</b>	<u>At April 1, 2011</u> \$'000	<u>Cashflow</u> \$'000	<u>At March 31, 2012</u> \$'000
Cash at bank and in hand	<u>10,420</u>	<u>473</u>	<u>10,893</u>
<b>14 EQUITY</b>		<u>2012</u> \$'000	<u>2011</u> \$'000
<u>Group and Company</u>			
Authorized: 19,000,000 Equity Shares of \$1 each (2011: 19,000,000)		<u>(19,000)</u>	<u>(19,000)</u>
Allotted, called up and fully paid: 19,000,000 Equity Shares of \$1 each (2011: 19,000,000)		<u>(19,000)</u>	<u>(19,000)</u>
<b>15 RETAINED EARNINGS</b>		<u>2012</u> \$'000	<u>2011</u> \$'000
Balance at April 1		(17,987)	(16,962)
Retained earnings for the financial year		922	(1,088)
Exchange translation differences		<u>(430)</u>	<u>63</u>
Balance at March 31		<u>(17,495)</u>	<u>(17,987)</u>
<b>16 RECONCILIATION OF MOVEMENTS IN STOCKHOLDERS' EQUITY</b>		<u>2012</u> \$'000	<u>2011</u> \$'000
Balance at April 1		(36,987)	(35,962)
Retained earnings for the financial year		922	(1,088)
Dividends Payable		-	355
Exchange translation differences		<u>(430)</u>	<u>(292)</u>
Closing shareholders' funds		<u>(36,495)</u>	<u>(36,987)</u>

**ARUP AMERICAS INC AND ITS SUBSIDIARIES AND AFFILIATE**  
**NOTES TO THE COMBINED FINANCIAL STATEMENTS (CONTINUED)**  
**FOR THE YEAR ENDED MARCH 31, 2012**

**17 OTHER FINANCIAL COMMITMENTS**

The Group and Company have the following property leasing commitments in the year to March 31, 2012 in respect of leases expiring in the years ending 31 March:

	\$'000
2013	344
2014	7,191
2015 - 2017	2,047
2018 onwards	<u>739</u>

**18 ULTIMATE CONTROLLING PARTY**

Arup Americas Inc is owned by Arup Group Limited, a company incorporated in England and Wales. Arup Group Limited is owned by the Ove Arup Partnership Employee Trust, the Ove Arup Partnership Charitable Trust and the Arup Service Trust.

**19 RELATED PARTY TRANSACTIONS**

The Arup Americas Inc Group transacts with other Arup Group companies in the normal course of business. These transactions are, in accordance with FRS 8 paragraph 3, not disclosed as the Arup Americas Inc Group is a wholly owned subsidiary of Arup Group Limited whose consolidated financial statements, in which the Arup Americas Inc Group is included, are publicly available at 13 Fitzroy Street, London W1T 4BQ, United Kingdom.

## **Appendix E**

### **Sample COI**

## E1 Certificate of Insurance

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Arup carries adequate and comprehensive insurance to cover its services. In the event we are awarded the work, we would be happy to discuss the appropriate levels of coverage taking into consideration our scope of services and level of fee. Please see the following page for a sample copy of our Standard Insurance Certificate.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/29/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350	<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C No. Ext):</b> (770)552-4225 <b>FAX (A/C, No):</b> (866)550-4082 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Co.</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee &amp; Liability</td> <td>26247</td> </tr> <tr> <td>INSURER C: American Zurich Insurance Co.</td> <td>40142</td> </tr> <tr> <td>INSURER D: New Hampshire Insurance Company</td> <td>23841</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Co.	16535	INSURER B: American Guarantee & Liability	26247	INSURER C: American Zurich Insurance Co.	40142	INSURER D: New Hampshire Insurance Company	23841	INSURER E:		INSURER F:
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INSURER D: New Hampshire Insurance Company	23841													
INSURER E:														
INSURER F:														
<b>INSURED</b> Arup USA, Inc. 77 Water Street New York NY 10005														

**COVERAGES** CERTIFICATE NUMBER: 13-14 (Arup USA NY) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC			GL09429466-05	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP9429467-05	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			AUC 4886320-03	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC9429468-05	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Professional Liability</b>			01751758	4/1/2013	4/1/2014	Per Claim \$1,000,000 Aggregate \$1,000,000

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

### CERTIFICATE HOLDER

### CANCELLATION

SAMPLE	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Gregg Bundschuh/JERRY <i>Gregg Bundschuh</i>

For further information contact –

[www.arup.com](http://www.arup.com)

**Trent Lethco**  
+1 212 896 3000  
[trent. lethco@arup.com](mailto:trent. lethco@arup.com)

**ARUP**

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

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

**RESOLUTION TO AUTHORIZE AN PROFESSIONAL SERVICE CONTRACT WITH ARUP AS  
PROFESSIONAL PLANNER FOR THE CITY OF HOBOKEN'S CITYWIDE PARKING MASTER  
PLAN, FOR A MAXIMUM ONE YEAR TERM, AND FOR A TOTAL NOT TO EXCEED AMOUNT  
OF \$69,948.00**

**WHEREAS**, service to the City as a Principal Planner 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 seeks to award a contract to a Principal Planner for the Citywide Parking Master Plan, and has chosen ARUP for a one year term, with a not to exceed amount of Sixty Nine Thousand Nine Hundred Forty Eight Dollars (\$69,948.00); and,

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

**WHEREAS**, certification of funds for insurance premiums is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$69,948.00 is available in the following appropriation account 3-01-31-463-000 in the CY2013 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the CY2013 budget; and I further certify that the funds being appropriate are intended for the purposes herein appropriated.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED**, that a contract with **ARUP** to represent the City as Principal Planner, in accordance with the scope of work detailed in their November 19, 2013 proposal, attached hereto, and the RFP for Professional Planner for Citywide Parking Master Plan; the maximum term shall be one year from the date of award; and, the total not to exceed amount shall be Sixty Nine Thousand Nine Hundred Forty Eight Dollars (\$69,948.00) which shall be paid incrementally within 45 days of receiving a valid invoice for services; 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 **ARUP**; and

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

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

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

**Reviewed:**

**Approved as to form:**

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

\_\_\_\_\_  
Mellissa Longo, Esq.  
Corporation Counsel

**Date of Meeting:** December 18, 2013

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

**RESOLUTION TO AMEND AND EXTEND THE CONTRACT WITH  
FLORIO KENNY FOR SERVICES AS SPECIAL LEGAL COUNSEL TO  
THE CITY OF HOBOKEN IN THE MATTER OF “MILE SQUARE  
TOWING V. CITY OF HOBOKEN” TO INCREASE THE NOT TO  
EXCEED AMOUNT BY \$10,000.00 AND TO EXTEND THE TERM UNTIL  
DECEMBER 31, 2014**

**WHEREAS**, the City previously appointed and contracted for the services of Florio and Kenny to serve as Special Legal Counsel in the matter of “Mile Square Towing v. City of Hoboken” in accordance with applicable contract, procurement and pay to play laws; and,

**WHEREAS**, the City now wishes to amend and extend the contract for Florio and Kenny’s professional service as special counsel in the aforementioned matter, and is authorized to do so under applicable law due to the firm’s specialized and extensive knowledge of the specific litigation, through December 31, 2014, for an increased not to exceed amount of Ten Thousand Dollars (\$10,000.00); and,

**WHEREAS, Florio and Kenny** 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**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$10,000.00 is available in the following appropriations 3-01-20-156-020 in the CY2013 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the temporary CY2013 budget.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED** that the contract with Florio and Kenny to represent the City as Special Legal Counsel in the matter of “Mile Square Towing v. City of Hoboken” be heretofore amended to terminate on December 31, 2014, and for an increase the not to exceed amount in the amount of Ten Thousand Dollars (\$10,000.00) Dollars; 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 Florio and Kenny; 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 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: December 18, 2013**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Melissa Longo  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

**RESOLUTION TO AMEND AND EXTEND THE CONTRACT WITH  
CHASAN LEYNER LAMPARELLO FOR SERVICES AS SPECIAL  
LEGAL COUNSEL TO THE CITY OF HOBOKEN IN THE MATTER OF  
“IN RE CONTEST OF THE NOVEMBER 6, 2012 ELECTION RESULTS”  
TO INCREASE THE NOT TO EXCEED AMOUNT BY \$3,000.00 AND TO  
EXTEND THE TERM UNTIL DECEMBER 31, 2014**

**WHEREAS**, the City previously appointed and contracted for the services of Chasan Leyner Lamparello to serve as Special Legal Counsel in the matter of “In Re Contest of the November 6, 2012 Election Results” in accordance with applicable contract, procurement and pay to play laws; and,

**WHEREAS**, the City now wishes to amend and extend the contract for Chasan Leyner Lamparello’s professional service as special counsel in the aforementioned matter, and is authorized to do so under applicable law due to the firm’s specialized and extensive knowledge of the specific litigation, through December 31, 2014, for an increased not to exceed amount of Three Thousand Dollars (\$3,000.00); and,

**WHEREAS**, **Chasan Leyner Lamparello** 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**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$3,000.00 is available in the following appropriations 3-01-20-156-020 in the CY2013 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the temporary CY2013 budget.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED** that the contract with Chasan Leyner Lamparello to represent the City as Special Legal Counsel in the matter of “In Re Contest of the November 6, 2012 Election Results” be heretofore amended to terminate on December 31, 2014, and for an increase the not to exceed amount in the amount of Three Thousand Dollars (\$3,000.00); 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 Chasan Leyner Lamparello; 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 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: December 18, 2013**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Mellissa Longo  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

**RESOLUTION TO AMEND AND EXTEND THE CONTRACT WITH  
FORMAN HOLT ELIADES & YOUNGMAN FOR SERVICES AS  
SPECIAL LEGAL COUNSEL TO THE CITY OF HOBOKEN IN THE  
MATTER OF “IN RE GREAT ATLANTIC TEA & PACIFIC TEA  
COMPANY” TO INCREASE THE NOT TO EXCEED AMOUNT BY  
\$8,231.59 AND TO EXTEND THE TERM UNTIL DECEMBER 31, 2014**

**WHEREAS**, the City previously appointed and contracted for the services of Forman Holt Eliades & Youngman to serve as Special Legal Counsel in the matter of “In Re Great Atlantic Tea & Pacific Tea Company” in accordance with applicable contract, procurement and pay to play laws; and,

**WHEREAS**, the City now wishes to amend and extend the contract for Forman Holt Eliades & Youngman’s professional service as special counsel in the aforementioned matter, and is authorized to do so under applicable law due to the firm’s specialized and extensive knowledge of the specific litigation, through December 31, 2014, for an increased not to exceed amount of Eight Thousand Two Hundred Thirty One Dollars and Fifty Nine Cents (\$8,231.59); and,

**WHEREAS**, **Forman Holt Eliades & Youngman** 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**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$8,231.59 is available in the following appropriations 3-01-20-156-020 in the CY2013 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the temporary CY2013 budget.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED** that the contract with Forman Holt Eliades & Youngman to represent the City as Special Legal Counsel in the matter of “In Re Atlantic Tea & Pacific Tea Company” be heretofore amended to terminate on December 31, 2014, and for an increase the not to exceed amount in the amount of Eight Thousand Two Hundred Thirty One Dollars and Fifty Nine Cents (\$8,231.59); 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 Forman Holt Eliades & Youngman; 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 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: December 18, 2013**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Mellissa Longo  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

**RESOLUTION TO AMEND AND EXTEND THE CONTRACT WITH  
WEINER LESNIAK FOR SERVICES AS SPECIAL LEGAL COUNSEL  
TO THE CITY OF HOBOKEN IN THE MATTERS LISTED HEREIN TO  
INCREASE THE NOT TO EXCEED AMOUNT BY \$215,600.00 AND TO  
EXTEND THE TERM UNTIL DECEMBER 31, 2014**

**WHEREAS**, the City previously appointed and contracted for the services of Weiner Lesniak to serve as Special Legal Counsel in accordance with applicable contract, procurement and pay to play laws in the following matters:

- Fair Share Housing Center v. City of Hoboken Zoning Board
  - Advance at Hoboken
  - 1415 Park Ave. LLC
  - Monroe LLC
- RCD Enterprises LLC v. City of Hoboken
- Neumann Leather Co. v. City of Hoboken
- 118 Clinton Street v. City of Hoboken
- Smith and Baron v. City of Hoboken
- Ramos, 107 Jefferson Street v. City of Hoboken
- Moyeno, 105 Jefferson Street v. City of Hoboken
- New Jersey Transit v. City of Hoboken
- Kane Properties LLC v. City of Hoboken
- 529 Jefferson Street LLC v. City of Hoboken

**WHEREAS**, the City now wishes to amend and extend the contract for Weiner Lesniak's professional service as special counsel in the aforementioned matters, and is authorized to do so under applicable law due to the firm's specialized and extensive knowledge of the specific litigation, through December 31, 2014, for an increased not to exceed amount of Two Hundred Fifteen Thousand Six Hundred Dollars (\$215,600.00); 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**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$215,600.00 is available in the following appropriations 3-01-20-156-020 in the CY2013 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the temporary CY2013 budget.**

**Signed:** \_\_\_\_\_, George DeStefano, CFO

**NOW THEREFORE, BE IT RESOLVED** that the contract with Weiner Lesniak to represent the City as Special Legal Counsel in the above listed continuing matters be heretofore amended to terminate on December 31, 2014, and for an increase the not to exceed amount in the amount of Two Hundred Fifteen Thousand Six Hundred Dollars (\$215,600.00); 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 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: December 18, 2013**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
 Mellissa Longo  
 Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				

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

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

**RESOLUTION TO AMEND AND EXTEND THE CONTRACT WITH  
BUZAK LAW GROUP FOR SERVICES AS SPECIAL LEGAL COUNSEL  
TO THE CITY OF HOBOKEN IN THE OF “MAXWELL PLACE BLOCK  
A” AND “IN RE BLOCK 12 ACQUISITION” TO INCREASE THE NOT  
TO EXCEED AMOUNT BY \$115,434.00 AND TO EXTEND THE TERM  
UNTIL DECEMBER 31, 2014**

**WHEREAS**, the City previously appointed and contracted for the services of Buzak Law Group to serve as Special Legal Counsel in accordance with applicable contract, procurement and pay to play laws in the following matters:

- Maxwell Place Condo Association Block A v. City of Hoboken
- In Re Block 12 Acquisition

**WHEREAS**, the City now wishes to amend and extend the contract for Buzak Law Group’s professional service as special counsel in the aforementioned matters, and is authorized to do so under applicable law due to the firm’s specialized and extensive knowledge of the specific litigation, through December 31, 2014, for an increased not to exceed amount of One Hundred Fifteen Thousand Four Hundred Thirty Four Dollars (\$115,434.00); and,

**WHEREAS**, **Buzak Law Group** 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**, certification of funds is available as follows:

**I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$115,434.00 is available in the following appropriations 3-01-20-156-020 in the CY2013 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance available for this purpose for the temporary CY2013 budget.**

**Signed: \_\_\_\_\_, George DeStefano, CFO**

**NOW THEREFORE, BE IT RESOLVED** that the contract with Buzak Law Group to represent the City as Special Legal Counsel in the above listed continuing matters be heretofore amended to terminate on December 31, 2014, and for an increase the not to exceed amount in the amount of One Hundred Fifteen Thousand Four Hundred Thirty Four Dollars (\$115,434.00); 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 Buzak Law Group; 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 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: December 18, 2013**

**APPROVED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Mellissa Longo  
Corporation Counsel

<b>Councilperson</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>No Vote</b>
Ravi Bhalla				
Theresa Castellano				
Jen Giattino				
Elizabeth Mason				
David Mello				
Tim Occhipinti				
Michael Russo				
President Peter Cunningham				