

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO.: ____**

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

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

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

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

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

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

MEETING: March 2, 2016

APPROVED AS TO FORM:

Corporation Counsel

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO.: ____**

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

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

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

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

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

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

MEETING: March 2, 2016

APPROVED AS TO FORM:

Corporation Counsel

SPONSORED: _____
SECONDED: _____

**CITY OF HOBOKEN
RESOLUTION NO. __**

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

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

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

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

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

Meeting date: March 2, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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



RECEIVED
2016 FEB 19 PM 1:52
CITY CLERK
HOBOKEN, NJ 07030

February 19, 2016

MEMORANDUM

TO: Hoboken City Clerk James Farina
FR: Mayor Dawn Zimmer
RE: Appointment to the Hoboken Library Board

Mr. Farina,

I have made the following appointment to the Hoboken Library Board:

Susan Murcko

Ms. Murcko will occupy the remainder of Ms. Stella Strazdas' term, set to expire on Jun 30, 2016.

Please update your records and perform the oaths of office as appropriate.

Thank you,



Mayor Dawn Zimmer

Introduced By: _____

Second By: _____

**MEETING OF THE CITY COUNCIL
OF HOBOKEN, NEW JERSEY
MISCELLANNEOUS LICENSING
MARCH 2, 2016**

<u>VENDOR</u>	<u>0 ITEM</u>
<u>PARKING FACILITY</u>	<u>1 ITEM</u>
Avalon Hoboken 800 Madison Street Hoboken, NJ 07030	\$300.00
<u>RAFFLE</u>	<u>2 ITEMS</u>
St. Ann's Church (50/50) 704 Jefferson Street Hoboken, NJ 07030	\$20.00
St. Ann's Church (50/50) 704 Jefferson Street Hoboken, NJ 07030	\$100.00

Office of Taxi & Limo Licensing

Miscellaneous Licenses for City Council Approval

March 2, 2016 City Council Meeting

Operator Licenses: 3 Total

Owner Licenses: 3 Total

Taxi Operator Licenses -3 total

#	Last Name	First Name	Driver Type	License #	Fee
1	Guzman	Erick	TAXI	T0008	\$75
2	Mazard	Rolner	TAXI	T0032	\$75
3	Elaabadi	Noureddine	TAXI	T0145	\$75

Total Fees: \$225

Total Licenses: 3

Limo Operator Licenses -0 total

#	Last Name	First Name	Driver Type	License #	Fee
1			LIMO		
2			LIMO		

Total Fees: \$0

Total Licenses: 0

Taxi Owner Licenses -3 total

#	Company Name	Vehicle Type	Vehicle #	Fee
1	YEM Corp	TAXI	12	\$ 500
2	JD Taxi Corp	TAXI	20	\$ 500
3	M & R Transit LLC	TAXI	61	\$ 500

Total Fees: \$ 1,500

Total Licenses: 3

Limo Owner Licenses - 0 total

#	Company Name	Vehicle Type	Vehicle #	Fee*
1				
2				

Total Fees: \$ -

Total Licenses: 0

* 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
MARCH 2, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM ABC BOARD	IOPERATING	16-00017	JERSEY JOURNAL	2016 ABC BOARD LEGAL ADS	\$ 75.70
ADM BUSINESS ADMINISTRATION	ICAPITAL	14-03566	STARR WHITEHOUSE LANDSCAPE	LSRP/ARCHITECT- BLK 12 DESIGN	\$ 7,531.13
		15-01170	BOSWELL ENGINEERING	OVERSIGHT-ROAD IMP. PROJECT A	\$ 5,789.00
		15-01175	BOSWELL ENGINEERING	ENGINEER FOR JEFFERSON STREET	\$ 1,573.50
		15-03826	INTERTECH ASSOCIATES, INC.	PUBLIC SAFETY COM ENGINEERING	\$ 5,170.00
		16-00583	EI ASSOCIATES	EXTENSION ENG SERVICES	\$ 12,980.20
	ICDBG2818	13-00780	RSC ARCHITECTS	PROFESSIONAL SVC - ARCHITECTS	\$ 1,250.00
	IOPERATING	14-02777	BOSWELL ENGINEERING	HAZARD MITIGATION - GARAGE	\$ 174.00
		15-02573	BOSWELL ENGINEERING	CITY H STORM WATER IMPROVEMENT	\$ 2,328.00
		15-02673	RSC ARCHITECTS	ARCHITECTURAL SVC - FIREHOUSE	\$ 2,125.00
		16-00021	SHORE BUSINESS SOLUTIONS	COPIER MACHINE FOR MARITZA	\$ 3,450.00
		16-00365	MASER CONSULTING P A	PACKAGE C THRU DEC 31,2015	\$ 11,250.00
		16-00379	RFS COMMERCIAL, INC.	FLOOR REPAIRS CITY HALL 3RD FL	\$ 20,342.60
		16-00736	FAIRVIEW INSURANCE ASSOC.	MARCH2016 MONTHLY&WELLNESSFEES	\$ 16,885.00
		16-00742	BROWN & BROWN METRO INC	FEBRUARY 2016 RMC FEES &GSMJIF	\$ 5,400.00
ADM CITY COUNCIL	IOPERATING	16-00175	ASL PRODUCTIONS LLC	DVD+LIVE STREAM, MEETINGS	\$ 1,200.00
ADM FINANCE SUPERVISORS OFF	IOPERATING	16-00025	HOBOKEN PUBLIC LIBRARY	LIBRARY MONTHLY PAYMENTS	\$ 368,256.12
		16-00123	M.G.L. FORMS-SYSTEMS LLC	DEPOSIT SLIPS VARIOUS FUNDS	\$ 845.00
		16-00172	DIANA DAVIS	CONSTRUCTION CODE REFUND	\$ 1,591.20
		16-00290	WILMINGTON TRUST COMPANY	ANNUAL PAYING AGENT FEE	\$ 520.00
ADM LEGAL ADVERTISING	IOPERATING	16-00467	STAR LEDGER	CY2016 LEGAL ADVERTISING	\$ 83.70
		16-00468	JERSEY JOURNAL	CY2016 LEGAL ADVERTISING	\$ 4,872.18
ADM MUNICIPAL COURT	IOPERATING	15-02547	ALM MEDIA LLC	SUBSCRIPTION	\$ 151.00
		16-00281	SUPREME SECURITY SYSTEMS INC	PERIODIC SERVICES	\$ 404.07
		16-00292	KELLY AUSTIN, JMC	SERVICES RENDERED	\$ 300.00
		16-00540	ACCURATE LANGUAGE SERVICES	CY2016 LANGUAGE INTERPRETER	\$ 3,816.00
ADM OEM	IOPERATING	15-03927	FASTENAL	EMERGENCY SUPPLIES OEM	\$ 1,387.20
ADM PARKING UTILITY	IPARK UTILITY	16-00040	TRIANGLE HAND CAR WASH	2015 HPU VEHICLE WASHES	\$ 100.00
		16-00265	MR. B PRINTING	RYAN SHARP BUSINESS CARDS	\$ 40.00
		16-00267	AMANO McGANN, INC.	GARAGE B MODEM REPAIRS	\$ 335.00
		16-00268	CENTRO AUTO BODY INC	HPU VEHICLE REPAIRS	\$ 1,614.74
		16-00272	CITY PAINT AND HARDWARE	MISC. HARDWARE	\$ 33.98
		16-00330	METROPOLITAN COFFEE SERVICE	COFFEE SUPPLIES	\$ 140.25
		16-00472	HOBOKEN GLASS COMPANY	GARAGE ALARM BOX GLASS	\$ 180.00
		16-00473	HOBOKEN WATER SERVICE	GARAGE WATER SERVICES-2015	\$ 197.98
		16-00476	FEDEX GROUND PACKAGE SYSTEM	RETURN DELIVERY-916 GARDEN ST.	\$ 47.62
		16-00477	AMANO McGANN, INC.	MIDTOWN GARAGE SERVICES	\$ 335.00
		16-00478	MR. B PRINTING	STRATTON BUSINESS CARDS	\$ 40.00
		16-00482	WONDER FIRE PROTECTION, INC.	SPRINKLER SYSTEM REPAIRS	\$ 486.00

**CITY OF HOBOKEN
CLAIMS LISTING
MARCH 2, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
ADM PARKING UTILITY	IPARK UTILITY	16-00483	MH&B, LLC	SERVICE CALL - 916 GARDEN ST.	\$ 5,925.07
		16-00484	JAMES TRICARICO	REIMBURSEMENT	\$ 159.62
		16-00485	CLEAN MAT SERVICES LLC	FLOOR MAT SERVICES - FEB.2016	\$ 339.29
		16-00486	NETWORKFLEET, INC.	GPS INSTALL	\$ 490.00
		16-00487	921-PRAXAIR DISTRIBUTION, INC.	CYLINDER RENTAL-916 GARDEN ST.	\$ 36.51
		16-00489	GENERAL LUMBER CO.	HPU BUILDING SUPPLIES	\$ 302.20
		16-00494	HIGH TECH PROTECTIVE SVS.INC.	ALARM MONITORING-916 GARDEN ST	\$ 240.99
		16-00618	AT&T (LD)	LONG DISTANCE - JANUARY	\$ 35.71
		16-00658	TREASURER STATE OF NEW JERSEY	AIR QUALITY PROGRAM-916 GARDEN	\$ 820.00
		16-00660	NETWORKFLEET, INC.	GPS SERVICES - JANUARY 2016	\$ 478.00
		16-00664	PAETEC COMMUNICATIONS INC.	LONG DISTANCE - JANUARY 2016	\$ 222.48
		16-00700	NORTH HUDSON SEWERAGE AUTH.	GARAGE SEWERAGE - 1ST QUARTER	\$ 578.64
		16-00702	CIVIL SERVICE COMMISSION	CSR TRAINING-SECOND PHASE	\$ 2,600.00
		16-00703	PSE&G COMPANY	TAXI STAND UTILITIES-JANUARY	\$ 139.49
		16-00704	VERIZON	TELEPHONE UTILITIES-JANUARY	\$ 1,080.95
		ADM SPECIAL COUNSEL	IOPERATING	14-00729	LITE DEPALMA GREENBERG, LLC
14-03010	LITE DEPALMA GREENBERG, LLC			SP LEGAL COUNSEL-LABOR \$EMPL.	\$ 2,595.00
15-00629	INGLESINO, WYCISKALA			CY2015 INSURANCE COUNSEL	\$ 532.00
15-01169	MARAZITI, FALCON, LLP			SP COUNSEL-LIT. REDEVELOPMENT	\$ 10,744.28
15-03232	FLORIO & KENNY LLP			SP COUNSEL - CY 2015 GEN. LITI	\$ 605.25
16-00022	FLORIO & KENNY LLP			Affirmative Action Officer	\$ 2,030.00
16-00086	WEST GROUP - THOMSON REUTERS			DECEMBER 2015 CHARGES	\$ 550.00
16-00446	GARDEN STATE MUNI.JOINT INSURA			INSURANCE DEDUCTIBLE	\$ 43,300.09
14-02282	ADAMS, REHMANN & HEGGAN ASSOC.			TAX MAP MAINTENANCE 2014	\$ 3,000.00
16-00552	JERSEY JOURNAL			2015 NOTICE TO TAXPAYERS	\$ 85.22
ADM TAX ASSESSOR	IOPERATING	15-04503	EDMUNDS & ASSOCIATES INC.	OFFICE SUPPLIES	\$ 420.00
		16-00399	STEPHEN DUDAS & SARAH MARCELLO	REFUND OVERPAYMENT	\$ 3,363.76
		16-00401	SKYFIN PROPERTIES, LLC	REFUND OVERPAYMENT	\$ 843.28
		16-00404	MCKIRDY & RISKIN, P.A.	REFUND STCJ	\$ 5,314.35
		16-00647	MICHAEL A. VESPASIANO, ESQ.	REFUND STCJ	\$ 2,483.52
		16-00654	SAMUAL YAU	REFUND OVERPAYMENT	\$ 1,130.26
		16-00657	ERIC OFFENBACHER	REFUND OVERPAYMENT	\$ 1,319.36
		16-00732	TFS AS CUST FOR EBURY 2 NJ LLC	REDEMPTION	\$ 23,557.22
		16-00351	BONNIE IMPOSIMATO, TREASURER	MEMBERSHIP DUES	\$ 85.00
		16-00166	GOVCONNECTION, INC.	SMART BUY PROBOOK T1B61UT#ABA	\$ 621.24
ADM/CITY CLERK	IOPERATING	15-03604	NATIONAL AUTO FLEET GROUP	2016 JEEP PATRIOT	\$ 22,732.00
		15-04198	W.B. MASON CO., INC.	SHREDDER	\$ 399.99
ADM/LEGAL ADS	IOPERATING	16-00780	NORTH JERSEY MEDIA GROUP	LEGAL ADS FOR JANUARY 2016	\$ 848.20
CD MLUL PLANNING BOARD	IOPERATING	16-00534	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$ 8,622.84

**CITY OF HOBOKEN
CLAIMS LISTING
MARCH 2, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
CD MLUL ZBA ESCROW ACCTS	ESCROW	16-00020	PATRICK MUELLER	REFUND DEVELOPERS ESCROW	\$ 437.14		
		16-00338	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 1,442.00		
		16-00339	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 894.50		
		16-00340	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 452.50		
		16-00341	H2M ASSOCIATES INC.	DEVELOPERS ESCROW	\$ 289.50		
		16-00342	EFB ASSOCIATES, LLC	DEVELOPERS ESCROW	\$ 992.50		
		16-00690	JERSEY JOURNAL	DEVELOPERS ESCROW	\$ 164.88		
CD MLUL ZONING BD OF ADJ	IOPERATING	15-04538	EFB ASSOCIATES, LLC	PROFESSIONAL SERVICES	\$ 2,755.00		
		16-00357	NEW JERSEY PLANNING OFFICIALS	ZBA TRAINING	\$ 114.00		
		16-00533	THE GALVIN LAW FIRM	PROFESSIONAL SERVICES	\$ 5,352.06		
ES DIRECTOR'S OFFICE	IOPERATING	15-04424	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 774.06		
ES PUBLIC PROPERTY	IOPERATING	16-00420	STANDARD ELEVATOR, CORP.	ELEVATOR REPAIR MULTI CENTER	\$ 340.00		
		16-00564	METROPOLITAN MOP & MAP RENTAL	MAT RENTAL	\$ 85.65		
		16-00565	METRO FIRE & COMMUNICATIONS	SERVICE CALL	\$ 504.00		
		16-00571	MAGIC TOUCH CONSTRUCTION CO.,	PLUMBING REPAIRS - M.S.C.	\$ 1,653.40		
		16-00731	LOWE'S #1937	AC POLICE DEPARTMENT	\$ 502.21		
		16-00252	ONE CALL CONCEPTS, INC.	MARK OUT CITY STREETS	\$ 100.44		
		15-03627	HFI TRUCK CENTER	REPAIRS FOR SWEEPER 104	\$ 1,894.70		
ES ROADS	IOPERATING	15-04439	INTERSTATE BATTERIES SYSTEMS	BATTERY RESTOCK	\$ 563.75		
		15-04494	SANITATION EQUIP. CORP.	REPAIRS TO 173	\$ 1,573.59		
		15-04553	BUY WISE AUTO PARTS	PARTS FOR CG & PD VEHICLES	\$ 1,118.45		
		15-04569	DAVID WEBER OIL CO.	5W20 OIL FOR ALL VEHICLES	\$ 792.50		
		15-04571	BUY WISE AUTO PARTS	PARTS FOR CG & PD VEHICLES	\$ 1,005.93		
		16-00061	BUY WISE AUTO PARTS	PARTS FOR CG & PD VEHICLES	\$ 442.86		
		16-00067	ROBBINS & FRANKE, INC.	WHEEL ALIGNMENT PD108	\$ 60.00		
		16-00251	FASTENAL	SUPPLIES	\$ 367.10		
		16-00548	FASTENAL	SUPPLYS FOR CENTRAL	\$ 202.66		
		HS BD OF HEALTH	IOPERATING	15-02249	LEXIS NEXIS MATTHEW BENDER	NJ ADMINISTRATIVE CODE	\$ 263.00
				16-00536	FRANK SASSO	REIMBURSEMENT	\$ 40.00
		HS CULTURAL AFFAIRS	ITRUST	15-04126	NORTH JERSEY MEDIA GROUP	ADVERTISEMENT- FALL FESTIVAL	\$ 450.00
15-04212	EVENING JOURNAL ASSN			ADVERTISEMENT	\$ 900.00		
16-00195	GOVCONNECTION, INC.			ROLLER KIT-G.FALLO'S PRINTER	\$ 35.00		
15-04125	THIS IS IT			FENCE BANNERS	\$ 240.50		
16-00721	FALLO, GERALDINE			REIMBURSEMENT	\$ 97.92		
16-00814	FALLO, GERALDINE			REIMBURSEMENT-IRISH FESTIVAL	\$ 121.23		
HS DIRECTOR'S OFFICE	IO M FUND			15-04396	W.B. MASON CO., INC.	SUPPLIES FOR PARKS	\$ 593.40
	IOPERATING	15-02907	PAT SCANLAN LANDSCAPING, INC.	WASHINGTON ST TREE PANTING	\$ 14,660.00		
	ITRUST	15-02907	PAT SCANLAN LANDSCAPING, INC.	WASHINGTON ST TREE PANTING	\$ 22,700.00		
	ITRUST REC FEES	16-00469	MINUTEMAN PRESS	PRINTING OF SPORTS BROCHURE	\$ 396.50		

**CITY OF HOBOKEN
CLAIMS LISTING
MARCH 2, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$
HS HOUSING INSPECTION	IOPERATING	15-04422	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 239.24
HS PARKS	IO M FUND	16-00711	PSE&G COMPANY	JANUARY 2016 - PIER A	\$ 1,689.61
	IOPERATING	15-02464	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 600.00
		15-03744	ZUIDEMA ROYAL THRONE PORTABLE	PORTABLE TOILET RENTAL	\$ 100.00
		16-00444	GOTTA CHEER	COMPETITION REGISTRATION	\$ 200.00
		16-00445	GOTTA CHEER	COMPETITION REGISTRATION	\$ 350.00
HS RENT LEVELING/STABILIZATION	IOPERATING	15-04487	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 271.38
		16-00018	STAR LEDGER	2016 RENT LEVELING LEGAL ADS	\$ 29.45
		16-00594	FLORIO & KENNY LLP	PROFESSIONAL SERVICES	\$ 540.00
HS SENIOR CITIZEN PROGRAM	IOPERATING	16-00554	DONNA FERRERA	SERVICES RENDERED-SENIOR YOGA	\$ 300.00
		16-00740	E-Z PASS CUSTOMER SERVICE CTR	REPLENSIH E-Z PASS ACCOUNT	\$ 300.00
HS VITAL STATISTICS	IOPERATING	15-04431	W.B. MASON CO., INC.	OFFICE SUPPLIES	\$ 115.14
PS FIRE	IOPERATING	16-00413	TURNOUT FIRE & SAFETY, INC.	RUBBER BOOT REPLACEMENT	\$ 149.99
		16-00416	PREMIER TECHNOLOGY SOLUTIONS	LOGMEIN SOFTWARE 10 USERS	\$ 499.00
		16-00417	NEW JERSEY FIRE EQUIPMENT CO	SCOTT REPAIRS	\$ 934.60
		16-00421	LOMBARDY DOOR SALES	R1 OVERHEAD DOOR REPAIRS	\$ 617.00
		16-00422	PROCOMM SYSTEMS	OBSERVER HWY RAD REPAIRS	\$ 640.00
		16-00424	BUY WISE AUTO PARTS	CAR 161 REPAIRS/E2 BATTERIES	\$ 1,381.81
		16-00426	JOHN A. EARL CO.	BATHROOM TISSUE	\$ 357.96
PS POLICE	IOPERATING	15-04177	P.B.A. LOCAL 7	2015 FALL FIREARM RE-QUAL	\$ 2,000.00
		15-04178	WEST GROUP - THOMSON REUTERS	OCTOBER 2015 BILL	\$ 144.54
		16-00504	CITY PAINT AND HARDWARE	DEPARTMENT SUPPLIES	\$ 55.42
		16-00515	VASIL ID TRAINING LLC	FRAUDULENT IDENTITY DOC TRNG	\$ 238.00
UNCLASSIFIED ELECTRICITY	IOPERATING	16-00712	PSE&G COMPANY	ELECTRICITY - 1600 WILLOW AVE	\$ 260.21
		16-00744	PSE&G COMPANY	RIVER ST & 2ND TRAFFIC LIGHT	\$ 18.18
		16-00745	PSE&G COMPANY	ELECTRIC UTILITY-BATTING CAGE	\$ 472.72
		16-00747	PSE&G COMPANY	ELECTRIC UTILITY - JAN 2016	\$ 25,376.04
UNCLASSIFIED INSURANCE	IOPERATING	15-04472	FRANK PALMISANO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00218	EUGENE DRAYTON	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00224	LINDA M DARAGO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00278	DOLORES A ANGELO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00295	RICHARD HANSEN ADMINISTRATOR	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00296	RICHARD HANSEN	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00297	MARY VAN WIE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00302	DONNA L. FERRANTE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00303	FRANCES SARNELLA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00304	PASQUALE SARNELLA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00305	PATRICK J. FERRANTE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80
		16-00319	ANTONIA CASSIRER	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80

**CITY OF HOBOKEN
CLAIMS LISTING
MARCH 2, 2016**

DEPARTMENT	ACCOUNT/FUND	P.O.	VENDOR	DESCRIPTION	\$		
UNCLASSIFIED INSURANCE	IOPERATING	16-00356	DOLORES M. MARZOCCA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00392	THERESA A. SASSO	MEDICARE PART B REIMBURSEMENT	\$ 1,762.80		
		16-00395	EDWARD BRIZZOLARA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00396	EDWARD HUELBIG	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00429	PATRICIA A. CAPUTO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00430	JERRY C. CAPUTO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00435	VIRGINIA ROMANO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00437	SALVATORE ROMANO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00438	GENEVIEVE C. BYRNES	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00439	JOHN J. FORBES	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00448	MICHAEL V. SINNO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00450	DONALD S. PESCIOTTA	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00451	ANGELINA M DEFALCO	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00452	MADLINE J. SAULINO	MEDICARE PART B REIMBURSEMENT	\$ 3,272.40		
		16-00454	PAUL E. TEWES	MEDICARE PART B REIMBURSEMENT	\$ 1,309.50		
		16-00455	WAYNE B. MADSEN	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00456	IRENE MADSEN	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00459	HORIZON BLUE CROSS-SELF INSUR.	ADMINISTRATIVE FEES DEC 2015	\$ 43,302.30		
		16-00593	TIERNEY S PICARDAL PISCOPO	MEDICARE PART B REIMBURSEMENT	\$ 2,517.60		
		16-00619	HELEN BELFIORE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00620	NICHOLAS BELIFORE	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00630	CAROL M. EDGAR	MEDICARE PART B REIMBURSEMENT	\$ 1,258.80		
		16-00753	PMA COMPANIES INC	WORKERS COMP DECEMBER 2015	\$ 270.00		
		UNCLASSIFIED POSTAGE	IOPERATING	16-00019	MARLIN LEASING CORPORATION	2016 LEASE OF THE MAIL MACHINE	\$ 708.54
		UNCLASSIFIED STREET LIGHTING	IOPERATING	16-00746	PSE&G COMPANY	STREET LIGHTING - JANUARY 2016	\$ 62,713.17
		UNCLASSIFIED TELEPHONE	IOPERATING	16-00741	EXTEL COMMUNICATIONS, INC.	TELEPHONE SERVICES 2/16 CH	\$ 521.00
UNCLASSIFIED WATER & SEWERAGE	IOPERATING	16-00805	NORTH HUDSON SEWERAGE AUTH.	SEWER 4TH 2015 & 1ST 2016 QTR	\$ 16,029.12		
UNCLASSIFIED/COPIERS	IOPERATING	16-00014	SHARP ELECTRONICS CORPORATION	2016 LEASE OF COPIERS	\$ 4,809.95		
UNCLASSIFIED GASOLINE	IOPERATING	16-00819	EXXONMOBIL FLEET GECC	GASOLINE FOR 2/16	\$ 22,208.50		
ES SOLID WASTE	IOPERATING	16-00626	CALI CARTING	SOLID WASTE/RECYCLING 2/16	\$ 149,666.66		
Grand Total					\$ 1,081,186.48		

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:

<u>28-Jan-15</u>	TO	<u>10-Feb-16</u>	Paydate	<u>2/17/2016</u>	
<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	6-01-20-105	12,636.27	0.00	0.00	12,636.27
MAYOR'S OFFICE	6-01-20-110	10,690.40	0.00	0.00	10,690.40
CITY COUNCIL	6-01-20-111	8,445.45	0.00	0.00	8,445.45
Medical Waiver		0.00	0.00	3,375.00	3,375.00
BUS ADMINISTRATOR	6-01-20-112	17,477.10	397.40	0.00	17,874.50
ABC BOARD	6-01-20-113	0.00	0.00	156.92	156.92
PURCHASING	6-01-20-114	7,947.74	0.00	0.00	7,947.74
GRANTS MANAGEMENT	6-01-20-116	0.00	0.00	0.00	0.00
CITY CLERK'S OFFICE	6-01-20-120	20,403.04	1,933.70	0.00	22,336.74
ELECTIONS	6-01-20-122	0.00	0.00	0.00	0.00
FINANCE OFFICE	6-01-20-130	19,793.51	0.00	0.00	19,793.51
ACCOUNTS/CONTROL	6-01-20-131	0.00	0.00	0.00	0.00
PAYROLL DIVISION	6-01-20-132	0.00	0.00	0.00	0.00
TAX COLLECTION	6-01-20-145	9,528.29	777.48	0.00	10,305.77
Retro Pay		0.00	0.00	96.91	96.91
ASSESSOR'S OFFICE	6-01-20-150	13,641.87	0.00	0.00	13,641.87
CORPORATE COUNSEL	6-01-20-155	6,064.41	0.00	0.00	6,064.41
COMMUNITY DEVELOPMENT	6-01-20-160	7,842.48	116.45	0.00	7,958.93
PLANNING BOARD	6-01-21-180	2,177.73	1,236.62	0.00	3,414.35
ZONING OFFICER	6-01-21-186	5,043.37	172.68	0.00	5,216.05
HOUSING INSPECTION	6-01-21-187	7,075.28	609.36	0.00	7,684.64
CONSTRUCTION CODE	6-01-22-195	26,258.65	581.31	0.00	26,839.96
POLICE DIVISION	6-01-25-241-011	501,700.12	17,195.55	0.00	518,895.67
Medical Waiver		0.00	0.00	2,250.00	2,250.00
Worker's Comp		0.00	0.00	4,178.51	4,178.51
POLICE CIVILIAN	6-01-25-241-016	36062.17	1,379.16	0.00	37,441.33
Vacation		0.00	0.00	830.76	830.76
POLICE DIVISION CLAS: CLASS II	6-01-25-241-015	13,720.00	0.00	0.00	13,720.00
Retro Pay		0.00	0.00	1,380.00	1,380.00
Court Time	6-01-25-241-013	0.00	0.00	180.00	180.00
CROSSING GUARDS	6-01-25-241-012	12,393.10	0.00	0.00	12,393.10
Worker's Comp		0.00	0.00	302.96	302.96
TRAFFIC CONTROLLERS	6-01-25-241-012	5,265.00	0.00	0.00	5,265.00
Retro Pay		0.00	0.00	57.50	57.50

EMERGENCY MANAGEMENT	6-01-25-252	16,897.06	1,693.17	0.00	18,590.23
Stipend		0.00	0.00	1,269.20	1,269.20

<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	6-01-25-266	466,163.25	969.06	0.00	467,132.31
Medical Waiver		0.00	0.00	1,125.00	1,125.00
FIRE CIVILIAN	6-01-25-266-016	24,439.91	714.83	0.00	25,154.74
Worker's Comp		0.00	0.00	1,234.88	1,234.88
STREETS AND ROADS	6-01-26-291-011	16,849.86	1,832.89	0.00	18,682.75
Snow Removal	6-01-26-291-015	0.00	0.00	0.00	0.00
ENV SRVCS DIR OFFICE	6-01-26-290	8,016.15	0.00	0.00	8,016.15
RECREATION SEASONAL EMP	6-0128370016	4,303.20	0.00	749.00	5,052.20
CENTRAL GARAGE	6-01-26-301	14,050.73	1,464.36	0.00	15,515.09
SANITATION	6-01-26-305	19,067.01	904.46	0.00	19,971.47
Worker's Comp		0.00	0.00	378.70	378.70
LICENSING DIVISION	6-31-55-501-101	0.00	0.00	0.00	0.00
HUMAN SRVCS DIR OFFICE	6-01-27-330	7,829.88	0.00	0.00	7,829.88
BOARD OF HEALTH	6-01-27-332	24,369.42	0.00	0.00	24,369.42
Retro Pay		0.00	0.00	52.37	52.37
CONSTITUENT SRCS	6-01-27-333	0.00	0.00	0.00	0.00
SENIOR CITIZENS	6-01-27-336	14,809.98	447.68	0.00	15,257.66
RENT STABILIZATION	6-01-27-347	8,943.53	0.00	0.00	8,943.53
TRANSPORTATION	6-01-27-348	0.00	0.00	0.00	0.00
RECREATION	6-01-28-370	10,985.12	1,700.42	0.00	12,685.54
PARKS	6-01-28-375	13,918.61	821.07	0.00	14,739.68
PUBLIC PROPERTY	6-01-28-377	29,712.22	1,986.02	0.00	31,698.24
O & M TRUST	T-24-20-700-020	4,125.53	0.00	0.00	4,125.53
MUNICIPAL COURT	6-01-43-490	39,409.83	0.00	0.00	39,409.83
PARKING UTILITY	6-31-55-501-101	154,175.24	19,314.46	0.00	173,489.70
Terminal Leave		0.00	0.00	15,052.80	15,052.80
Vacation		0.00	0.00	3,713.02	3,713.02
Worker's Comp		0.00	0.00	762.59	762.59
Medical Waiver		0.00	0.00	2,250.00	2,250.00
Reimburse Road Inspection OT	6-31-55-501-104	0.00	608.76	0.00	608.76
MUN COURT OVERTIME	T-0340000-037	0.00	3,170.80	0.00	3,170.80
TRUST - RECREATION ADULT PROG	T-03-40-000-108	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO REC EMPLOYEES		0.00	0.00	0.00	0.00
FIRE EDUCATION	T-13-10-000-000	0.00	(825.00)	0.00	(825.00)
HOBOKEN ATHL LEAGUE	G-02-41-200-PAL	0.00	0.00	0.00	0.00
STRAIGHT TIME PD TO SR CIT EMPLOYEE		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>
OTHER:					
TRUST FUND-Recreation	T-03-04-000-107	0.00	0.00	0.00	0.00
TRUST -Cultural Affairs	T-03-40-000-004	1,627.50	0.00	0.00	1,627.50
Energy Strong Fund	T-03-04-000-049	0.00	0.00	993.50	993.50
CULTURAL AFFAIRS	6-01-271-760-11	3,395.81	0.00	0.00	3,395.81
Summer Lunch Program	G-02-41-300-SF3	0.00	0.00	0.00	0.00
POLICE OUTSIDE EMPL.	T-03-40-000-006	0.00	0.00	25,312.00	25,312.00
Drive Sober or Get Pulled Over Program	G-02-44-701-392	0.00	0.00	0.00	0.00
H5 Pump	C46714	0.00	0.00	0.00	0.00
Police - Suez	6-01-25-241-017	0.00	0.00	0.00	0.00
Fire-Suez	6-01-25-256-017	0.00	0.00	0.00	0.00
Special DWI Grant	G-02-25-114-013	0.00	0.00	0.00	0.00
Salary Settlement		0.00	0.00	0.00	0.00
Sick Incentive	6-01-25-241-019	0.00	0.00	0.00	0.00
Terminal Leave	6-01-36-479-000	0.00	0.00	0.00	0.00
Group Life Insurance		0.00	0.00	9,023.48	9,023.48
HLTH INS EMP WAIV COMP	6-01-30-400-WVR	0.00	0.00	0.00	0.00
D.D.E.F Grant	G-02-41-200-DD9	0.00	0.00	0.00	0.00
Taxi Inspections	6-31-55-501-103	0.00	0.00	0.00	0.00
		=====	=====	=====	=====
GRAND TOTAL		1,627,255.82	59,202.69	74,725.10	1,761,183.61
					1,761,183.61

Introduced By: _____

Seconded By: _____

RESOLUTION NO: _____

RESOLUTION TO ESTABLISH A 2016 TEMPORARY CAPITAL BUDGET

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

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

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

Temporary Capital Budget of the City of Hoboken

County of Hudson, New Jersey

Projects Scheduled for 2016

Method of Financing

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

Meeting date: March 2, 2016

Approved as to content:

Approved as to form:

Quentin Wiest, Business Administrator

Alysia Proko, Acting Corporation Counsel

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

Sponsored By: _____

Co-Sponsored By: _____

RESOLUTION NO: _____

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

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

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

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

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

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

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

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

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

Meeting date: March 2, 2016

Department of Community Development

Approved as to form:

Brandy A. Forbes, Director

Alysia Proko, Acting Corporation Counsel

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

INTRODUCED BY: _____
SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

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

WHEREAS, certification of funds is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$39,800.00 is available in the following appropriation C-04-60-71-222; and I further certify that this commitment together with all previously made commitments and payments does not exceed the funds available in said appropriation for the City's budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

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

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

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

Meeting Date: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

_____, Esq.
 Corporation Counsel

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



YOUR GOALS. OUR MISSION.

HOBK-00090

February 11, 2016

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

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

Dear Mr. Marks:

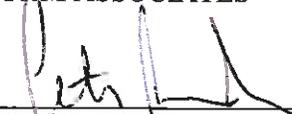
As part of the Washington Street Redesign project, price quotes were requested from three (3) contractors to perform test pit excavations on Washington Street to identify the existing utilities and subsurface features within the roadway. The work included eight (8) test pits and allowances for the disposal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

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

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

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

Very truly yours,
T&M ASSOCIATES



PETER BONDAR, P.E.
PROJECT MANAGER

PB

Attachment

Cc: Quentin Wiest

**CITY OF HOBOKEN
WASHINGTON STREET REDESIGN
TEST PIT QUOTES**

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



J. FLETCHER CREAMER & SON, INC.

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

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

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

Please provide the following information with your proposal:

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

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

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

Very truly yours,
T&M ASSOCIATES

PETER BONDAR, P.E.
PROJECT MANAGER

PB

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

L. HOLLERBACH

J. FLETCHER CREAMER & SON, INC.



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Arch Insurance Company</td> <td></td> <td>11150</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td></td> <td>37885</td> </tr> <tr> <td>INSURER C: Arch Indemnity Insurance Company</td> <td></td> <td>30830</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Arch Insurance Company		11150	INSURER B: XL Specialty Insurance Company		37885	INSURER C: Arch Indemnity Insurance Company		30830	INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																						
INSURER F:																						
930548-STAND-CAS-15-16 EVIDEN																						
INSURED J. FLETCHER CREAMER & SON, INC. 101 E. BROADWAY HACKENSACK, NJ 07601																						

COVERAGES **CERTIFICATE NUMBER:** NYC-008406301-01 **REVISION NUMBER:** 3

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____		11PKG8905408	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		11PKG8905408	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		US00071742L15A	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	11WCI8905308 (AOS) 14WCI8922808 (NY)	06/30/2015 06/30/2015	06/30/2016 06/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

CERTIFICATE HOLDER T and M Associates 1455 Broad Street Suite 250 Bloomfield, NJ 07003	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---



YOUR GOALS. OUR MISSION.

January 5, 2016
Revised January 13, 2016

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

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

Dear Mr. Hopken:

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

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

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

The work will consist of the following:

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



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

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

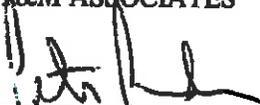
For the allowance for Testing, Hauling, Disposal of Contaminated Material, the contractor shall be compensated the actual cost with a 15% markup to test, haul and dispose of any contaminated material encountered during the work.

Please provide the following information with your proposal:

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

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

Very truly yours,
T&M ASSOCIATES


PETER BONDAR, P.E.
PROJECT MANAGER

PB

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


Lisa S. Ballini, President
Montana Construction Corp. Inc.

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

Certificate Number
61752



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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

Montana Construction Corp. Inc.

Responsible Representative(s):

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

Handwritten signature of Harold J. Wirths.

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

NON TRANSFERABLE

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

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

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

TAXPAYER NAME:
MONTANA CONSTRUCTION CORP., INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-235-664/000

SEQUENCE NUMBER:
0610107

ADDRESS:
80 CONTANT AVENUE
LODI NJ 07644

ISSUANCE DATE:
03/04/04

EFFECTIVE DATE:
05/03/93

FORM-BRC(08-01)

J.P. & Tully
Acting Director

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

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



YOUR GOALS. OUR MISSION.

HOBK-00090

January 5, 2016
Revised January 13, 2016

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

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

Dear Mr. Dewey:

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

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

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

The work will consist of the following:

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



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

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

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

Please provide the following information with your proposal:

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

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

Very truly yours,
T&M ASSOCIATES

PETER BONDAR, P.E.
PROJECT MANAGER

PB

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

H:\HOBK\00090\Correspondence\Hopken_PB_Test Pits Revised.docx

Ryan Dewey, Vice Pres.



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES CERTIFICATE NUMBER: 15-16 GL, A, U, WC 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Completed Ops		DT-CO-8F272556-IND-15	5/28/2015	5/28/2016	DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADM INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT-810-8F272556-IND-15	5/28/2015	5/28/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ Broadened Adornment PIP \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE		HO15EXC481120IV	5/28/2015	5/28/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 DEDUCTIBLE \$ RETENTION \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER-EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes describe and/or DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	DTJ-UB-8F27255-6-15	5/28/2015	5/28/2016	<input checked="" type="checkbox"/> WC STATU-TOPY LIMITS <input type="checkbox"/> OTH-ER E1 EACH ACCIDENT \$ 1,000,000 E1 DISEASE - EA EMPLOYEE \$ 1,000,000 E1 DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Sample	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert Culnen/LORI

AM CONSTRUCTION NEW INC.

PO BOX 6183 HOBOKEN NJ 07030

201-697-7719 FAX 201-257-844

Water & Sewer Main Division

WWW.HOBOKENWATERANDSEWERSERVICE.COM

ESTIMATE

January 30 2016

T and M

Peter Bondar

Re: Washington Street Test Quote Request

Dear Mr. Bondar.

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

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

Thank You

Anthony Morin

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

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

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

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

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

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

Meeting date: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Corporation Counsel

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

Introduced by: _____

Seconded by: _____

CITY OF HOBOKEN

RESOLUTION NO. _____

RECYCLING TONNAGE GRANT APPLICATION RESOLUTION

WHEREAS, The Mandatory Source Separation and Recycling Act, P.L.1987, c.102, established a recycling fund from which tonnage grants may be made to municipalities in order to encourage local source separation and recycling programs; and

WHEREAS, It is the intent and the spirit of the Mandatory Source Separation and Recycling Act to use the tonnage grants to develop new municipal recycling programs and to continue and to expand existing programs; and

WHEREAS, The New Jersey Department of Environmental Protection has promulgated recycling regulations to Implement the Mandatory Source Separation and Recycling Act; and

WHEREAS, The recycling regulations impose on municipalities certain requirements as a condition for applying for tonnage grants, including but not limited to, making and keeping accurate, verifiable records of materials collected and claimed by the municipality; and

WHEREAS, A resolution authorizing this municipality to apply for the 2016 Recycling Tonnage Grant will memorialize the commitment of this municipality to recycling and to indicate the assent of the City of Hoboken to the efforts undertaken by the municipality and the requirements contained in the Recycling Act and recycling regulations; and

WHEREAS, Such a resolution should designate the individual authorized to ensure the application is properly completed and timely filed.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Hoboken that the City of Hoboken hereby endorses the submission of the recycling tonnage grant application to the New Jersey Department of Environmental Protection and designates the Director of Environmental Services to ensure that the application is properly filed; and

BE IT FURTHER RESOLVED that the monies received from the recycling tonnage grant be deposited in a dedicated recycling trust fund to be used solely for the purposes of recycling.

Meeting date: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

Corporation Counsel

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

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

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

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

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

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

Meeting date: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

Sponsored: _____

Seconded: _____

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

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

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

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

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

Adopted this ____ day of _____, 20__
and certified as a true copy of an original.

James Farina, Registered Municipal Clerk

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

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

WHEREAS, certification of funds is available as follows:

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

Signed: _____, George DeStefano, CFO

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

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

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

Excel Environmental
 111 North Center Drive
 North Brunswick, NJ 08902

Meeting Date: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

_____, Esq.
 Corporation Counsel

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



*Solving Environmental Problems
& Creating Redevelopment Opportunities*

January 27, 2016

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

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

Dear Mr. Marks:

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

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

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

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



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

SCOPE OF SERVICES

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

Phase I: Preliminary Assessment

Task 1.0: Historic Document Review

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

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



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

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

Task 2.0: Site Inspection and Interviews

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

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

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

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



Phase II: Site Investigation

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

Task 1.0: Geophysical Survey

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

Task 2.0: Soil Quality Investigation

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

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



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

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

Task 3.0: Site Investigation Report

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

FEES FOR SERVICE

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

1.0 Comprehensive Preliminary Assessment	\$5,360
2.0 Site Investigation	\$14,559

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

TERMS AND CONDITIONS

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



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

SCHEDULE/TIMELINE

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

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

Sincerely,

EXCEL ENVIRONMENTAL RESOURCES, INC.



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





YOUR GOALS. OUR MISSION.

HOBK-00090

February 11, 2016

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

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

Dear Mr. Marks:

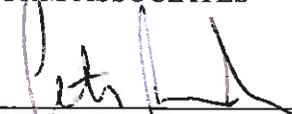
As part of the Washington Street Redesign project, price quotes were requested from three (3) contractors to perform test pit excavations on Washington Street to identify the existing utilities and subsurface features within the roadway. The work included eight (8) test pits and allowances for the disposal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

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

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

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

Very truly yours,
T&M ASSOCIATES



PETER BONDAR, P.E.
PROJECT MANAGER

PB

Attachment

Cc: Quentin Wiest

**CITY OF HOBOKEN
WASHINGTON STREET REDESIGN
TEST PIT QUOTES**

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



J. FLETCHER CREAMER & SON, INC.

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

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

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

Please provide the following information with your proposal:

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

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

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

Very truly yours,
T&M ASSOCIATES

PETER BONDAR, P.E.
PROJECT MANAGER

PB

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

L. HOLLERBACH

J. FLETCHER CREAMER & SON, INC.



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

930548-STAND-CAS-15-16 EVIDEN

INSURED
J. FLETCHER CREAMER & SON, INC.
101 E. BROADWAY
HACKENSACK, NJ 07601

COVERAGES **CERTIFICATE NUMBER:** NYC-008406301-01 **REVISION NUMBER:** 3

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____		11PKG8905408	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		11PKG8905408	06/30/2015	06/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		US00071742L15A	06/30/2015	06/30/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	11WCI8905308 (AOS) 14WCI8922808 (NY)	06/30/2015 06/30/2015	06/30/2016 06/30/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

CERTIFICATE HOLDER T and M Associates 1455 Broad Street Suite 250 Bloomfield, NJ 07003	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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YOUR GOALS. OUR MISSION.

January 5, 2016
Revised January 13, 2016

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

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

Dear Mr. Hopken:

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

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

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

The work will consist of the following:

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



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

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

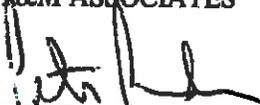
For the allowance for Testing, Hauling, Disposal of Contaminated Material, the contractor shall be compensated the actual cost with a 15% markup to test, haul and dispose of any contaminated material encountered during the work.

Please provide the following information with your proposal:

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

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

Very truly yours,
T&M ASSOCIATES


PETER BONDAR, P.E.
PROJECT MANAGER

PB

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


Lisa S. Ballini, President
Montana Construction Corp. Inc.

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

Certificate Number
61752



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

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

Montana Construction Corp. Inc.

Responsible Representative(s):

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

Handwritten signature of Harold J. Wirths.

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

NON TRANSFERABLE

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

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

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

TAXPAYER NAME:
MONTANA CONSTRUCTION CORP., INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:
223-235-664/000

SEQUENCE NUMBER:
0610107

ADDRESS:
80 CONTANT AVENUE
LODI NJ 07644

ISSUANCE DATE:
03/04/04

EFFECTIVE DATE:
05/03/93

FORM-BRC(08-01)

J.P. & Tully
Acting Director

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



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

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

COVERAGES

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

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

SAMPLE

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

CERTIFICATE HOLDER

SAMPLE

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
 Daniel Culnen/JENN



YOUR GOALS. OUR MISSION.

HOBK-00090

January 5, 2016
Revised January 13, 2016

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

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

Dear Mr. Dewey:

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

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

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

The work will consist of the following:

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



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

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

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

Please provide the following information with your proposal:

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

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

Very truly yours,
T&M ASSOCIATES

PETER BONDAR, P.E.
PROJECT MANAGER

PB

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

H:\HOBK\00090\Correspondence\Hopken_PB_Test Pits Revised.docx

Ryan Dewey, Vice Pres.



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES CERTIFICATE NUMBER: 15-16 GL, A, U, WC 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU & Completed Ops		DT-CO-8F272556-IND-15	5/28/2015	5/28/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADM INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER					
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY					
A	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		DT-810-8F272556-IND-15	5/28/2015	5/28/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ Broadened Adornment PIP \$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					
B	<input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE		HO15EXC481120IV	5/28/2015	5/28/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 DEDUCTIBLE \$ RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
C	ANY PROPRIETOR/PARTNER-EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes describe and/or DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A	DTJ-UB-8F27255-6-15	5/28/2015	5/28/2016	<input checked="" type="checkbox"/> WC STATU-TOPY LIMITS <input type="checkbox"/> OTH-ER E 1 EACH ACCIDENT \$ 1,000,000 E 1 DISEASE - EA EMPLOYEE \$ 1,000,000 E 1 DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER Sample	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Robert Culnen/LORI

AM CONSTRUCTION NEW INC.

PO BOX 6183 HOBOKEN NJ 07030

201-697-7719 FAX 201-257-844

Water & Sewer Main Division

WWW.HOBOKENWATERANDSEWERSERVICE.COM

ESTIMATE

January 30 2016

T and M

Peter Bondar

Re: Washington Street Test Quote Request

Dear Mr. Bondar.

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

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

Thank You

Anthony Morin

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
RESOLUTION NO. _____

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

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

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

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

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

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

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

Meeting Date: March 2, 2016

Approved:

Approved as to Form:

Quentin Wiest
Business Administrator

Corporation Counsel

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

LICENSE AGREEMENT

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

WITNESSETH

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

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

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

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

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

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

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

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

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

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

Signed: _____
Dawn Zimmer, Mayor

STATE OF NEW JERSEY, COUNTY OF HUDSON.

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

Notary Public: _____
(Signature of Notary Public)

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

Signed: _____

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

STATE OF NEW JERSEY, COUNTY OF HUDSON.

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

Notary Public: _____
(Signature of Notary Public)

APPLICATION AND
EXHIBITS



APPLICATION FOR ENCROACHMENT OF CITY RIGHT OF WAY

Work Site Address:

113-121 Monroe Street, Hoboken

Block: 28

Lot(s): 7-11

CITY OF HOBOKEN

Dawn Zimmer, Mayor
94 Washington Street
Hoboken, NJ 07030

Applicant:

Monroe 113 Realty LLC

Owner (if other than Applicant):

Address:

710 CLINTON STREET
HOBOKEN, NJ 07030

Address:

Date Received:

1-13-2016

Phone:

323-804-2359

Phone:

e-mail:

GARY@THEAURUMGROUP.COM

e-mail:

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

ENCROACHMENT AREAS:

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

TOTAL = 293 SQ FT

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

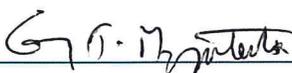
The facade is 125' in length. The bay encroachments help to visually reduce the scale of the building to better fit the context. The sidewalk is 16' wide. Planter encroachments are proposed to soften / screen the parking at grade. Stoops proposed are an architectural feature in keeping with the Master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

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

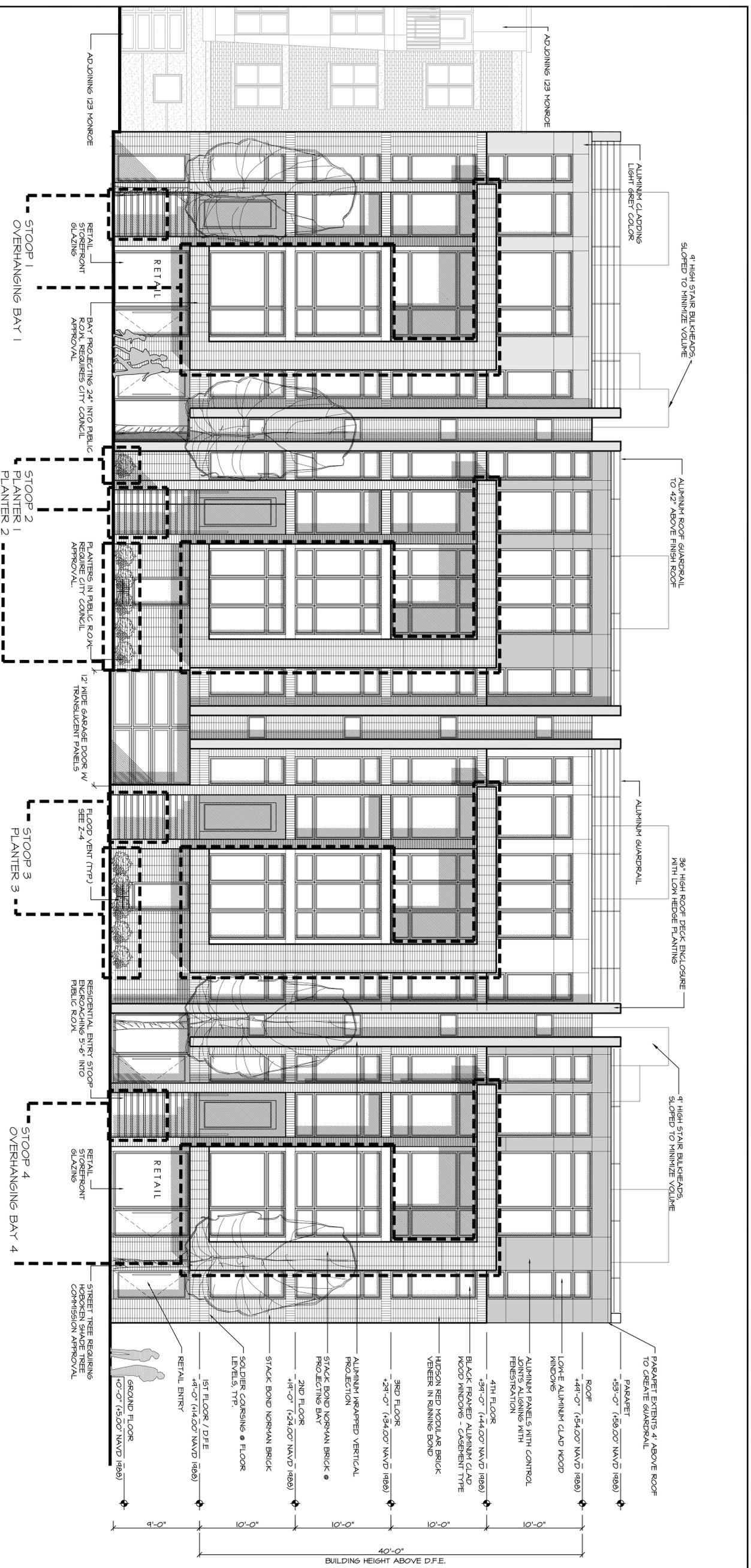
Planning Board Approval subject to minor revisions (which have been submitted) has been obtained.

Documents provided with application; check all that apply:

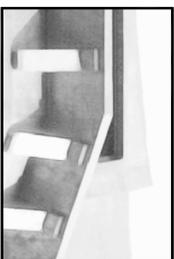
- Survey
- Architectural drawings
- Metes and bounds detail for the area of encroachment
- Prior approvals
- Other: _____


Applicant's signature

1-13-16
Date



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



**Minervini Vandemark
Architecture**

Minervini Vandemark, LLC
360 Fourteenth St.
Hoboken, New Jersey, 07030
Tel: 201-386-0637
Fax: 201-386-0628
www.mvarchitecture.com



Frank J. Minervini, AIA
NJ License # 12976
NY License # 03 0297 63

Anthony C. Vandermork, Jr. AIA
NJ License # 17698
NY License # 32710-1

#	Date	Revision
-	01/13/16	Franchise

Project Number : 15-1244
 Drawn by : AJM
 Checked by : FJM, ACV
 Scale: : As noted

Client
 MONROE 113 REALTY LLC

Address
 113-121 MONROE STREET
 HOBOKEN NJ 07030
 BLOCK 28, LOTS 7-11

Project Description
 PROPOSED 4 STORY OVER DFE
 BUILDING WITH 8 RESIDENTIAL
 UNITS OVER GROUND LEVEL
 PARKING & RETAIL

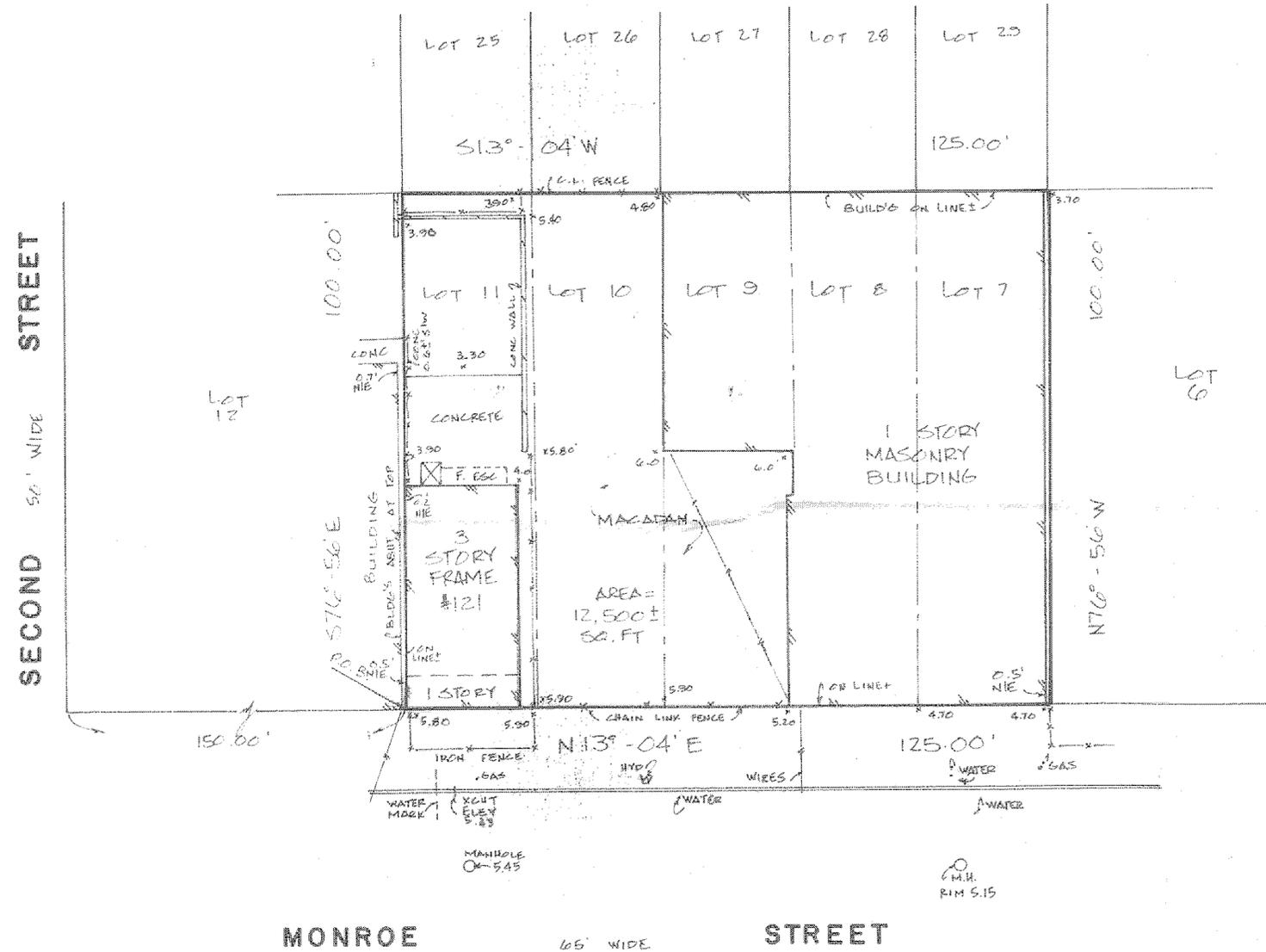
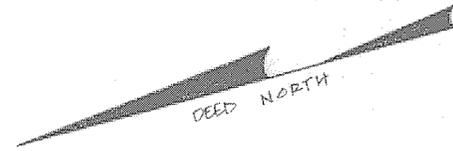
Street Title
 FRANCHISE AGREEMENT

STREET ELEVATION
 SHOWING
 ENCROACHMENTS INTO
 R.O.M.

F-2

Drawing No.

BLOCK 28



REVISIONS		
No.	DATE	DESCRIPTION

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

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

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

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

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

LOCATION SURVEY
 OF
 TAX LOTS 7 THRU 11 IN BLOCK 28

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

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. : ____**

RESOLUTION TO AUTHORIZE A PROFESSIONAL SERVICE CONTRACT WITH MCGUIRE ASSOCIATES LLC AS GENERAL REAL ESTATE APPRAISER FOR THE CITY OF HOBOKEN FOR THE 2016 CALENDAR YEAR FOR A TOTAL NOT TO EXCEED AMOUNT OF \$93,500.00

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

WHEREAS, the City of Hoboken published a Request for Proposals for the Professional Services of Real Estate Appraiser in accordance with the City's Request for Proposals, in accordance with the Fair and Open Process and Hoboken Ordinance #DR-154, which McGuire Associates LLC responded to, and for which the Administration's Evaluation Committee determined McGuire Associates to be an acceptable choice for the position, cost and other factors considered; and,

WHEREAS, McGuire Associates LLC 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 is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$24,000.00 is available in the following appropriation account 6-01-20-150-030 in the CY2016 temporary appropriations, and I will immediately upon adoption of the CY2016 certify an appropriation of the remaining \$69,500.00 in the CY2016 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 CY2016 budget; and I further certify that the funds available in the said appropriation are intended for the purpose herein committed.

Signed: _____, George DeStefano, CFO

NOW THEREFORE, BE IT RESOLVED, that a contract be awarded and entered into with McGuire Associates LLC to represent the City as General Real Estate Appraiser, in accordance with the scope of work detailed in the RFP, for the 2016 Calendar Year, for a total not to exceed amount of Ninety Three Thousand Five Hundred Dollars (\$93,500.00); and

BE IT FURTHER RESOLVED, that the contract shall be for Real Estate Appraisal services in accordance with the City's Request for Proposals, McGuire Associate's proposal, and the contract shall be for general services as directed by the Administration and Tax Assessor; and,

BE IT FURTHER RESOLVED, the contract shall include the following term: McGuire Associates LLC shall be paid the Ninety Three Thousand Five Hundred Dollars (\$93,500.00) in equal monthly installments for the twelve (12) calendar months in CY2016 for all services rendered, and these are the only charges for services allowable under this agreement, and charges for other fees and costs may be allowable upon prior written approval of the Administration, but must be clearly identified and described in full in the appropriate monthly invoice; 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 McGuire Associates LLC; 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: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

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

WHEREAS, certification of funds is available as follows:

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

Signed: _____, George DeStefano, CFO

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

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

- may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
 4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
 5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

SUBURBAN CONSULTING ENGINEERS INC.

Meeting Date: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

_____, Esq.
 Corporation Counsel

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

Introduced by: _____
Seconded by: _____

**CITY OF HOBOKEN
RESOLUTION NO. :___**

**RESOLUTION TO AUTHORIZE A CONTRACT FOR THE PROFESSIONAL SERVICES OF
MASER CONSULTING AS PROFESSIONAL PLANNERS/ENGINEERS TO THE CITY OF
HOBOKEN FOR THE SYNCHRO SOUTHWEST HOBOKEN STUDY TO COMMENCE MARCH
3, 2016 AND EXPIRE MARCH 2, 2017, WITH A NOT TO EXCEED AMOUNT OF \$80,500.00**

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

WHEREAS, the City published RFP's for an annual pool of engineers in accordance with the Fair and Open Process, which Maser Consulting responded to, and the City thereafter, authorized Maser as a pool engineer by City Council resolution for CY2016; and,

WHEREAS, the City now seeks to contract with Maser Consulting for planning and engineering consultation in an amount not to exceed \$80,500.00, for the SYNCHRO SOUTHWEST HOBOKEN STUDY, in accordance with their February 24, 2016 proposal; and,

WHEREAS, the firm of **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 is available as follows:

I, George DeStefano, Chief Financial Officer of the City of Hoboken, hereby certify that \$47,000.00 is available in the following appropriations: 6-31-55-702-002 in the CY2016 temporary appropriations; and I certify that I will immediately certify and appropriate the remaining \$33,500.00 from 6-01-21-181-036 upon adoption of the CY2016 budget; and I further certify that this commitment together with all previously made commitments does not exceed the appropriation balance for this purpose.

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

NOW THEREFORE, BE IT RESOLVED, that a contract with Maser Consulting for planning and engineering services be, and is hereby, awarded, in an amount not to exceed \$80,500.00, for the SYNCHRO SOUTHWEST HOBOKEN STUDY, in accordance with their February 24, 2016 proposal; and

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

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

BE IT FURTHER RESOLVED 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: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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



Scope of Work and Cost
Proposal for:

Hoboken South West Synchro Model

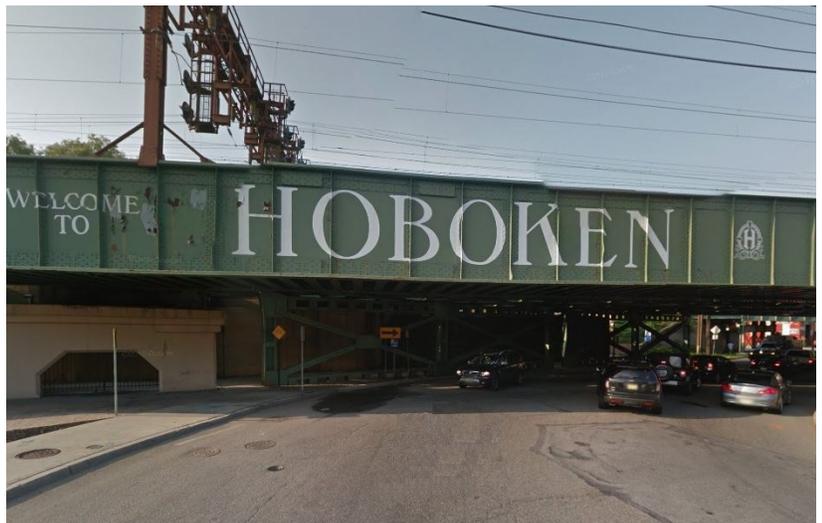


Submitted by:

Maser Consulting P.A.
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701

Phone: 732 236 7557

February 24, 2016
MC Proposal No. 16000445P



Customer Loyalty through Client Satisfaction



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

February 24, 2016

VIA E-MAIL & U.S. MAIL
bforbes@hobokennj.gov

Ms. Brandy Forbes, AICP, PP
Community Development Director
City of Hoboken
94 Washington Street
Hoboken, NJ 07030

Re: Proposal for Professional Traffic Services
Synchro Model, South West
City of Hoboken, Hudson County, New Jersey
MC Proposal No. 16000445P

Dear Ms. Forbes,

Maser Consulting P.A. is pleased to submit this proposal to provide professional traffic planning services for the development of a synchro model for the South West quadrant of the City of Hoboken, Hudson County, New Jersey

This proposal is divided into four sections as follows:

- Section I – Scope of Services
- Section II – Business Terms and Conditions
- Section III – Technical Staff Hourly Rate Schedule and Reimbursable Expenses
- Section IV – Client Contract Authorization

The following scope of services has been separated into phases so that it may be more easily reviewed. The order in which the phases are presented generally follows the sequence in which the project will be accomplished; however, depending on the project, the various authorized services contained in this proposal may be performed in a sequence as deemed appropriate by Maser Consulting to meet project schedules.

SECTION I – SCOPE OF SERVICES

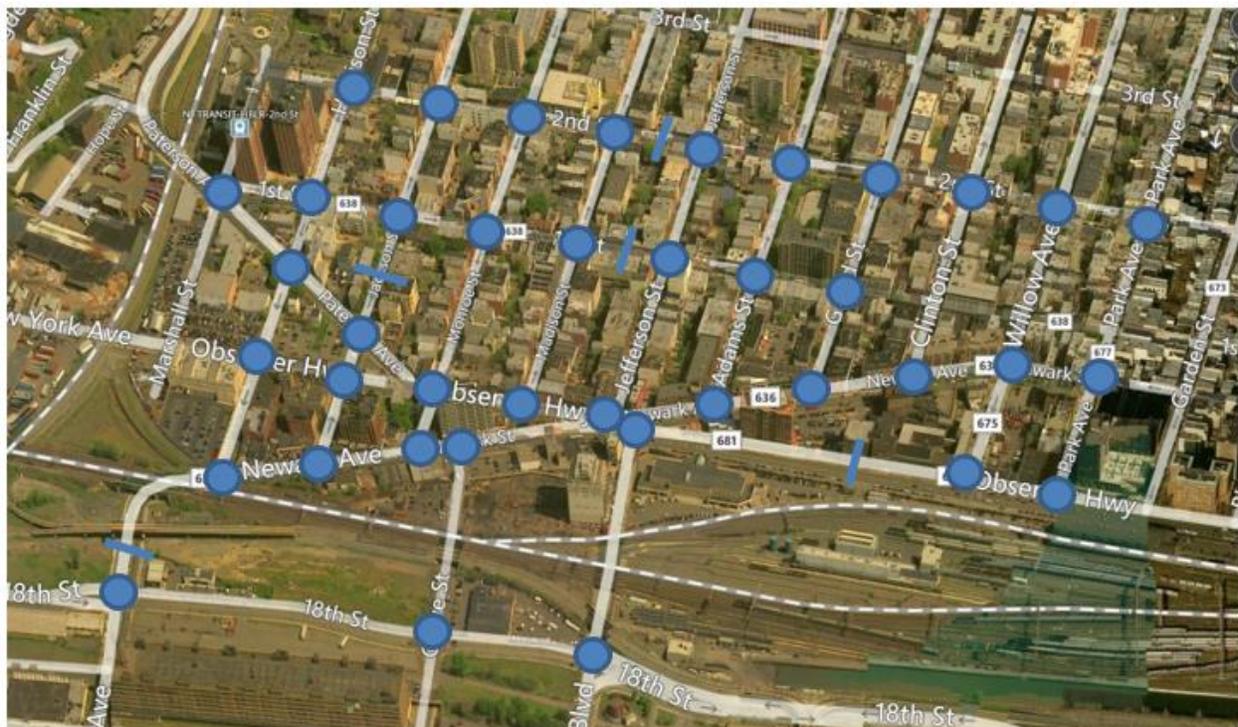
Based on our conversations and information noted above, we propose to complete the following:

PHASE 1.0 EXISTING CONDITIONS ANALYSIS

To fully understand the current traffic issues occurring at the intersection of Newark Avenue with Jackson Avenue and the residual traffic delays at the surrounding intersections, an existing conditions analysis must be conducted to provide the baseline to measure all recommended

mitigation against. The first step in preparing an existing conditions analysis is collecting traffic data throughout the entire study area. It is our experience that thorough data collection is the foundation for a successful project. Spending the time and effort upfront to ensure that the data being used as a basis for design is accurate is critical to safeguarding against wasted time and money later in the project. Minimizing data assumptions will provide a more accurate model of the scenarios to determine appropriate improvements. Through our numerous network corridor projects, we realize that accurate data is vital to determining the various peaking conditions in the network, calibrating and validating the analysis tools and developing solutions plans that will provide more efficient progression of traffic.

We have developed a data collection plan that maximizes the use of the available existing data while strategically filling in the missing pieces. This approach will provide the necessary data to develop a base model that will accurately represent existing conditions. We have estimated 40 intersections should be included within the study area. This includes a study area with boundaries consisting of 2nd Street to the north, 18th Street (in Jersey City to the south), Park Avenue to the east and Harrison Street to the west. Of the 40 intersections listed included for study, we are proposing to conduct manual turning movement counts at 25-30 intersections during the weekday morning (7-9AM) and weekday evening (4-6PM) peak hour periods. These counts will be conducted for a period of 2 hours. The remaining 10-15 intersections will be spot counted for 15-minute intervals during the peak periods previously discussed to obtain turning movements. The spot count volumes will be expanded to one-hour volumes to be utilized in the Analysis Phase of the scope of work. By utilizing spot counts, we can reduce the overall project cost while maintaining the integrity of the data. The figure below illustrates the locations where we will be collecting traffic count data.





In addition to the manual turning movement counts, it is proposed to install five (5) automated traffic recorders (ATRs) to obtain hourly variations in weekday and weekend traffic flows. The ATRs will be installed for a period of seven (7) days at the following locations: Newark Avenue, Jackson Avenue, 1st Street, 2nd Street, and Observer Highway. Once the traffic data has been collected and processed, the peak hour traffic volumes will be determined for the weekday morning and evening peak periods. These volumes will be utilized to prepare the existing conditions analysis.

Typically, when preparing an analysis, traffic software such as HCS or Synchro is utilized. Macroscopic software packages like Synchro produce good results for developing timing plans as long as roadway conditions are operating at “undersaturated” conditions. However, for sections of Hoboken, the conditions are frequently “oversaturated” during the critical peak periods. Typically, for these types of conditions, microscopic simulation (i.e. SimTraffic) is generally the tool of choice as it can better analyze the effects of spillback, platooning, signal coordination, turn lane spillback or blockage, and general vehicle interactions in congested conditions.

SimTraffic is the simulation component of SYNCHRO and is designed to model roadway networks including signalized and unsignalized intersections. As a network model, the operations of the roadway system can be analyzed as a whole to account for the interactions between intersections in both existing and proposed conditions. That is, the effects of changes in one part of the network on other parts can be easily measured and observed (i.e., spillage between intersections and platooning affects). There are many measures of effectiveness provided by SimTraffic including average vehicle delay, system wide delay and travel time. Typically, the average of five separate one-hour simulations is used to account for the variability in traffic that occurs on a daily basis. The average delay per vehicle value reported by SimTraffic can be converted into a Level of Service (LOS), which is the typical measure based on the *Highway Capacity Manual* and industry standard.

Local knowledge can prove critical in establishing an existing conditions model that is calibrated to actual field conditions in regard to queuing, delays, and overall operations. Therefore, unless the base condition is properly calibrated and validated, future scenarios have little relevance. The Team will use the time-travel data so that the Synchro model for each peak period analysis is calibrated and validated to existing conditions using the simulation component SimTraffic.

Each peak period network will be run in SimTraffic for five separate one-hour simulations to account for the variability in traffic that occurs on a daily basis, and the network Methods of Effectiveness (MOE's) will be summarized. Initial model runs will summarize Travel Time and Delay, and intersection queuing to facilitate the calibration and validation process. The calibration process is iterative, and in an effort to develop validated networks, it is anticipated this step may be repeated up to three times as differences between field and model data are identified and resolved based on further investigation of the field data.



Once validated, the models will then be re-run to report MOE's which will include the following "before" operational conditions to provide a benchmark for future comparisons:

- Intersection delay (by approach)
- Queues
- Corridor travel times (by direction)
- Average Corridor Speeds (by direction)
- Percent Stops

At the conclusion of this task, a summary of the results for the existing conditions analysis will be provided to the City for their review.

Phase 1.0 Lump Sum Fee **\$43,000.00 (\$50,000.00 - \$7,000.00)**

Please note that this study area overlaps the Redevelopment Plan for the South West Rehabilitation Area, therefor this fee shall be reduced by \$7,000.00 which is covered in the scope of that project.

PHASE 2.0 ALTERNATIVES ANALYSIS

Once the base model is complete, it will be used to develop alternative improvement scenarios. This involves creating new working models that represent each condition to be studied. These adjustments to the models will reflect the decisions made during discussions with the City. Initially, we choose the one critical peak hour to study for each alternative. Once an alternative appears feasible, we will advance it to both AM and PM peak hours. This will minimize the time and effort to obtain a desirable solution.

Each alternative will have various changes which could include but not limited to the addition of traffic signals, removal of traffic signals, one way street modifications, two way street modifications lane assignment changes and so on. It is assumed that each scenario will incorporate at least 5 changed features.

One goal of this project is to determine a solution to the traffic operational difficulties on Jackson Avenue, which will involve looking at various alternative scenarios. Since these alternatives will be developed during the course of the project, we do not know the total number at this time. For the purposes of this proposal, we are providing a fee per alternative. At this time, our fee includes two (2) alternatives. Each additional alternative will be \$15,000 each.

Phase 2.0 Lump Sum Fee **(2 Alternatives) \$ 30,000.00**
(Per Additional Alternative) \$ 15,000.00

PHASE 3.0 ADDITIONAL FEES (IF REQUIRED)

We have provided the study area of analysis for the southwest quadrant of the City that we feel provides you with the most effective model to evaluate recent and future changes to this area.



This is our recommendation for the minimum area to look at the specific issues at Jackson Avenue and the nearby neighborhood, but feel that in the future, the model would need to be expanded. It is critical to have a model that is large enough to be able to quantify the impacts from any alternatives proposed, as traffic may be rerouted several blocks from the original area.

It should be noted that, in an effort to keep the cost down, the model we are proposing does not include the full southwest quadrant, which would be needed to analyze any impacts for the Post Office project, Sinatra Drive and any improvements proposed to the Hoboken Rail Station or Ferry Terminal. This would require adding 20 intersections to the model.

If you would like to expand the model beyond what we are including in this proposal, each additional intersection added would be approximately \$2000 per location (\$1250 for data collection and \$750 for coding). Cost savings will be realized if a block of 10 or more intersections are added at the same time, or if intersections are added at the time of the development of the base model included in this scope of service.

Phase 3.0 Fee

As Specified

PHASE 4.0 MEETINGS/HEARINGS/ADDITIONAL SERVICES

Meetings requested by you will be billed at our standard rates as outlined in our Business Terms and Conditions. Attendance at Planning/Zoning Board meetings and other public meetings where expert testimony is required will be billed separately at the rate specified below per meeting, per professional. Attendance at agency and project coordination meetings will be billed in accordance with the Schedule of Hourly Rates in effect at the time the meetings are held. Renderings, exhibits, and meeting preparation time will be billed on an hourly basis.

For this project we are anticipating up to 3 community/public meetings and 2 project team meetings,

Phase 4.0 Fee

As Specified / Hourly Est. \$7,500.00



SCHEDULE OF FEES

For your convenience, we have broken down the total estimated cost of the project into the categories identified within the scope of services.

PHASE 1.0	EXISTING CONDITIONS ANALYSIS	(\$50,000.00-\$7,000.00)	\$43,000.00
PHASE 2.0	ALTERNATIVES ANALYSIS	(2 Alternatives)	\$30,000.00
		(Per Additional Alternative)	\$15,000.00
PHASE 3.0	ADDITIONAL FEES (IF REQUIRED)		AS SPECIFIED
PHASE 4.0	MEETINGS/HEARINGS/ADDITIONAL SERVICES		
	- Planning/Zoning Board Meetings		SPECIFIED FEE
	\$850.00/meeting/Principal or Department Manager		
	\$750.00/meeting/each other Professional		
	- Agency/Coordination Meetings		HOURLY
	- Exhibits/Renderings/Meeting Preparation		HOURLY
		Phase 4.0 Fee As Specified / Hourly Est.	\$ 7,500.00
			ESTIMATED PROJECT COST \$80,500.00

This Contract and Fee Schedule are based upon the acceptance of Maser Consulting’s Business Terms and Conditions contained in Section II of this Contract. Delivery, printing and reproduction, overnight mail service and postage costs are not included in the lump sum fees and will be added to each monthly invoice.

EXCLUSIONS AND UNDERSTANDINGS

Services relating to the following items are not anticipated for the project or cannot be quantified at this time. Therefore, any service associated with the following items is specifically excluded from the scope of professional services within this agreement.

- Services not specifically outlined above in Section I;

If an item listed herein, or otherwise not specifically mentioned within this agreement, is deemed necessary Maser Consulting may prepare an addendum to this agreement for your review, outlining the scope of additional services and associated professional fees with regard to the extra services.



SECTION II – BUSINESS TERMS AND CONDITIONS

Maser Consulting P.A. agrees to provide professional services under the following terms and conditions:

The term Client referenced herein is the person, persons, corporation, partnership, or organization referenced in the proposal between Maser Consulting P.A. and said Client.

1.0 SCOPE OF SERVICES:

Services not set forth in the Scope of Services, are excluded from the Scope of Services, and Maser Consulting P.A. will assume no responsibility to perform such services under the base contract. In situations where a written contract is not executed or where additional services becomes necessary during the course of the project, Maser Consulting P.A. may provide such services using our Technical Staff Hourly Rate Schedule in effect at the time of services. The hourly rates listed in our Technical Staff Hourly Rate Schedule are adjusted semi-annually and the Client shall be billed at the rates that are in effect at the time of service.

Since there are substantial costs to stop and restart a project once it is underway, should a project's progress be halted at any time by the client, for any reason, Maser Consulting P.A. reserves the right to charge a restart fee and/or to renegotiate the remaining fees within the contract.

These Business Terms and Conditions are applicable for any additional professional services rendered for this project including, but not limited to, change orders, client service authorization forms, etc.

2.0 STANDARD OF CARE:

In performing services, we agree to exercise professional judgment, made on the basis of the information available to us, and to use the same degree of care and skill ordinarily exercised in similar circumstances and conditions by reputable consultants performing comparable services in the same locality. This standard of care shall be judged as of the time the services are rendered, and not according to later standards. Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment shall not excuse a Client from paying for services rendered. NO OTHER REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

3.0 INVOICES:

Maser Consulting P.A. bills its Clients on a monthly basis using a standard invoice format. This format provides for a description of services performed and a summary of professional fees, expenses, and other charges. For more detailed invoicing requests, Maser Consulting P.A. reserves the right to charge for invoice preparation time by staff members. Monthly invoices will be submitted based upon percentage of services completed and reimbursable expenses. Any comments or discrepancies, relative to invoices shall be submitted in writing within fourteen (14) days or the account will be considered correct.

For professional services billed on an hourly basis, Maser Consulting P.A. reserves the right to invoice all overtime services performed by our employees using our Technical Staff Hourly Rate Schedule in effect at the time of services at ONE AND ONE-HALF TIMES our standard hourly rate for those employees.

Expenses incurred for services, equipment, and facilities not furnished by Maser Consulting P.A. are charged to the Client at cost plus an up-charge not to exceed 15 percent of the invoice for said services.

Client shall pay Maser Consulting P.A. for reimbursable expenses, including, but not limited to, application fees, printing and reproduction, courier and express delivery service, special/overnight mailings, facsimile transmissions, specialized equipment and laboratory charges, and costs of acquiring materials specifically for the Client. Reimbursable charges will be added to each monthly invoice and are part of Client's responsibility.

4.0 PAYMENT:

Maser Consulting P.A. bills are payable in full UPON RECEIPT and **payment is expected within thirty (30) days**. We reserve the right to assess a late charge of 1.5 percent per month for any amounts not paid within 45 days of the billing date. In the event payment is not made according to the terms and conditions herein, the matter may proceed to a collections agency or to an attorney for collection. Client shall be responsible for fees charged by the collections agency and/or attorney's fees incurred to collect the monies owed. Should the matter proceed to court, client shall also be responsible for court costs.

In addition, where payment is not received in accordance with the terms of this contract, Maser Consulting P.A. reserves the right to withdraw any applications to federal, state, or local regulatory agencies / boards filed on behalf of the client with the understanding that these applications are the property of Maser Consulting P.A. Maser Consulting P.A. will provide you with written notification two (2) weeks prior to taking any action to withdraw an application submitted on behalf of the client. If payment of all outstanding invoices is not received within two (2) weeks of receipt of this letter, Maser Consulting P.A. will withdraw all pending applications for the project.

5.0 RETAINER:

Maser Consulting P.A. reserves the right to request a retainer from the Client prior to the commencement of services on a project. While retainers are collected prior to the start of a project, the retainer is held to the end of the project, and will be applied to the final invoices. Retainers are not applied to the beginning of the project.

6.0 RIGHT OF ENTRY/JOBSITE:

Client will provide for right of entry for Maser Consulting P.A. personnel and equipment necessary to complete our services. While Maser Consulting P.A. will take all reasonable precautions to minimize any damage to the property, it is understood by the Client that in the normal course of our services some damage may occur, the correction of which is not part of this Agreement.

Client shall furnish or cause to be furnished to Maser Consulting P.A. all documents and information known to the Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on, or under the site. In addition, the Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by Maser Consulting P.A. for proper performance of its services. Maser Consulting P.A. shall be entitled to rely on the accuracy and completeness of Client provided documents and information in performing the services required under this Agreement and Maser Consulting P.A. assumes no responsibility or liability for their accuracy or completeness.

Maser Consulting P.A. will not direct, supervise, or control the work of Client's contractors or their subcontractors. Maser Consulting P.A. shall not have authority over or responsibility for the construction means, methods, techniques, sequences, or procedures and Maser Consulting P.A.'s services will not include a review or evaluation of the contractors (or subcontractor's) safety precautions, programs or measures.

Maser Consulting P.A. shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of Maser Consulting P.A. or its employees or subcontractors on a site shall imply that Maser Consulting P.A. controls the operations of others, nor shall this be construed to be an acceptance by Maser Consulting P.A. of any responsibility for jobsite safety.



7.0 UTILITIES:

In the execution of our services, Maser Consulting P.A. will take reasonable precautions in accordance with the professional standard of care to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Maser Consulting P.A. harmless and defend and indemnify Maser Consulting P.A. for any claims or damages to subterranean structures or utilities, which have not been marked-out under the One-Call system or are not shown or are incorrectly shown on the plans furnished.

8.0 TERMINATION OR SUSPENSION OF SERVICES:

Should Client fail to make payments when due or is otherwise in material breach of this Agreement, Maser Consulting P.A. at their election may suspend services at any time after PROVIDING WRITTEN NOTICE TO THE CLIENT until payments are brought current. Maser Consulting P.A. shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension and the Client agrees to indemnify and hold Maser Consulting P.A. harmless from any claim or liability resulting from such suspension.

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Maser Consulting P.A. shall be paid for service performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all services contemplated by the Agreement, Maser Consulting P.A. may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of Maser Consulting P.A. in completing such analyses, records and reports.

9.0 SUBCONTRACTORS:

Maser Consulting P.A. prefers that its Clients directly retain other contractors whose services are required in connection with field services for a project (e.g., drillers, analytical laboratories, transporters, etc.), except in unusual circumstances. As a service, we will advise Clients with respect to selecting other such contractors and will assist Clients in coordinating and monitoring their performance. In no event will we assume any liability or responsibility for the work performed by other contractors, or for their failure to perform any work, regardless of whether we hire them directly as subcontractors, or only coordinate and monitor their work. When Maser Consulting P.A. does engage a subcontractor on behalf of the Client, the expenses incurred, including rental of special equipment necessary for the work, will be billed as they are incurred, at cost plus an up-charge not to exceed 20 percent of the invoice. By engaging us to perform services, you agree to defend, indemnify and hold Maser Consulting P.A. its directors, officers, employees, and other agents harmless from and against any and all claims, losses, liabilities, damages, demands, costs, or judgments arising out of or relating in any way to the performance or non-performance of work by another contractor or subcontractor. In addition, Client agrees to pursue recovery of and assert any claims based upon its loss, expenses and/or damages solely and directly against those contractors or subcontractors. In consideration of such indemnity and waiver, Maser Consulting P.A. agrees to assign its rights and/or claims against those contractors or subcontractors pursuant to the contractors' or subcontractors' agreements with Maser Consulting P.A. to the Client.

10.0 AGREED REMEDY:

Maser Consulting P.A. shall be liable to the Client only for direct damages to the extent caused by Maser Consulting P.A.'s negligence in the performance of its services. UNDER NO CIRCUMSTANCES SHALL MASER CONSULTING P.A. BE LIABLE FOR INDIRECT, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, OR FOR DAMAGES CAUSED BY THE CLIENT'S FAILURE TO PERFORM ITS OBLIGATIONS. With regard to services involving hazardous substances, Maser Consulting P.A. has neither created nor contributed to the creation or existence of any actually or potentially hazardous, radioactive, toxic, or otherwise dangerous substance or condition at any site, and its compensation is in no way commensurate with the potential liability that may be associated with a substance or site.

To the fullest extent permitted by law, the total liability, in the aggregate, of Maser Consulting P.A. and Maser Consulting P.A.'s officers, directors, employees, agents and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of in any way related to Maser Consulting P.A.'s services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by Maser Consulting P.A. under this Agreement, not including reimbursable expenses and any subconsultant fees rendered on the project.

It is intended by the parties to this Agreement that Maser Consulting P.A.'s services in connection with the project shall not subject Maser Consulting P.A.'s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Maser Consulting P.A., a New Jersey corporation, and not against any of Maser Consulting P.A.'s employees, officers or directors.

11.0 LIABILITY TO THIRD PARTIES:

The Client agrees to be solely responsible for, and to defend, indemnify, and hold Maser Consulting P.A. harmless from any and all liabilities, claims, damages and costs (including reasonable attorney's fees and defense costs) by third parties arising out of, or in any way related to, our performance or non-performance of services, except claims for personal injury, death, or personal property damage to the extent caused by the sole negligence, gross negligence or willful misconduct of employees of Maser Consulting P.A.

12.0 INDEMNIFICATION:

Maser Consulting P.A. shall maintain, at its own expense, Workers Compensation Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance at all times and will, upon request, furnish insurance certificates to the Client.

To the fullest extent permitted by law, Client shall indemnify, defend and hold harmless Maser Consulting P.A. and its agents, officers, directors and employees, subcontracts or consultants (herein for the remainder of this section collectively referred to as Maser Consulting) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential or punitive, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of Maser Consulting or any claims against Maser Consulting arising from the acts, omissions or work of others, unless it is proven in a court of competent jurisdiction that Maser Consulting is guilty of negligence, gross negligence, or willful misconduct in connection with the services and such negligence, gross negligence, or willful misconduct was the sole cause of the damages, claims, and liabilities.

Client agrees to defend, indemnify and hold harmless Maser Consulting from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court, and arbitration costs, brought by any person or entity, or claims against Maser Consulting which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases, or any other material, upon it or into the surface or subsurface soil, water or watercourse, objects, or any tangible or intangible matter.



To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence breach of warranty or contract, or strict liability of Maser Consulting. This indemnification shall not apply to claims, damages, losses, or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by Maser Consulting of obligations under this Agreement.

13.0 ASSIGNS:

The Client may not delegate, assign, sublet, or transfer his duties or interest in the Agreement without written consent of Maser Consulting P.A. Maser Consulting P.A. shall not, in connection with any such assignment by the Client, be required to execute any documents that in any way might, in the sole judgment of Maser Consulting P.A., increase Maser Consulting P.A.'s contractual or legal obligations or risks, or the availability or costs of its professional or general liability insurance.

The Agreement shall not create any rights or benefits to parties other than the Client and Maser Consulting P.A., and nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Maser Consulting P.A. Maser Consulting P.A.'s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against Maser Consulting P.A. because of this Agreement of Maser Consulting P.A.'s performance or nonperformance of services hereunder.

14.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS:

All drawings, calculations, reports, plans, specifications, computer files, field data, notes, and other documents and instruments ("Documents") prepared by Maser Consulting P.A. are and remain the property of Maser Consulting P.A. as instruments of service. The Documents may not be copied by the Client or others on extensions of this project or on any other project. The Client agrees not to use Maser Consulting P.A.'s Documents for marketing purposes, for projects other than the project for which the Documents were prepared by Maser Consulting P.A., or for future modifications to this project, without Maser Consulting P.A.'s express written permission. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Maser Consulting P.A. will be at the Client's sole risk and without liability to Maser Consulting P.A. or its employees, subsidiaries, independent professional associates, sub consultants, and subcontractors. The Client shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless Maser Consulting P.A. from and against any and all expenses, fees, demands, liabilities, suits, actions, claims, damages or losses including attorneys' fees and costs, arising out of or resulting from such unauthorized distribution or reuse of Documents.

Computer files are not considered part of deliverables unless specifically requested or required by the signed contract. If computer files are required, Maser Consulting P.A. shall provide Client files subject to the following conditions:

The Client must execute our standard Electronic Media Release form prior to any distribution of files. The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, it is understood that electronic files provided to the Client are for informational purposes only and are not intended as an end-product. Maser Consulting P.A. makes no representation of any warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against Maser Consulting P.A. and Maser Consulting P.A.'s consultants relating in any way to the unauthorized use, reuse or alteration of the electronic documents. Any unlicensed use or reuse of the documents without our written consent will constitute a violation of our copyright. Only original plans and reports of the most recent date bearing the signature and the embossed seal of the professional will be considered documents of record.

Maser Consulting P.A., shall maintain in its storage facility, samples collected as part of their services provided for a period of three (3) months after issuance of final reports. After the three (3) month time limit, all samples will be disposed of in accordance with appropriate regulations at the time. Extended storage of samples can be arranged at an additional cost to be established on a project by project basis.

15.0 GENERAL CONDITIONS:

Maser Consulting P.A. shall not be responsible for the delays caused by factors beyond its reasonable control, including but not limited to delay due to accidents, an act of God, fire, hurricane, flood, explosions, strike, boycott or other labor dispute, failure of the Client to furnish timely information or approve or disapprove of Maser Consulting P.A.'s services or work product, delays caused by faulty performance by the Client or contractors of any level, or by acts of Government, which, in the opinion of Maser Consulting P.A., could not have been reasonably foreseen and provided for, such delay will entitle Maser Consulting P.A. to an extension of time in performing its Services. If there is any increase in the total cost of providing Services by reason of any such delay, Maser Consulting P.A. will notify Client of particulars, and Client will pay for such increase. When such delays beyond Maser Consulting P.A.'s reasonable control occur, the Client agrees that Maser Consulting P.A. shall not be responsible for damages, nor shall Maser Consulting P.A. be deemed in default of this Agreement.

The fees quoted in this proposal assume that upon authorization, this project will commence through to completion without a stop work order from the Client. Should a stop work order be received from the Client before completion of the project or any task, additional fees may be required to restart the project.

16.0 ENTIRE AGREEMENT:

This Agreement comprises the final and complete Agreement between the Client and Maser Consulting P.A. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Maser Consulting P.A.

To the extent Client provides its own Agreement and that Agreement conflicts with or is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the parties.



SECTION III – 2016 RATE SCHEDULE

**CITY OF HOBOKEN, HUDSON COUNTY, NJ
 RATES ARE EFFECTIVE THROUGH DECEMBER 31, 2016**

Our professionals provide consulting services in the following disciplines at the hourly rate listed below:

Engineering Services

- Civil
- Construction Administration
- Municipal Services
- Structural
- Traffic and Transportation
- Wastewater Management
- Water Services

Other Technical Services

- Environmental
- Regulatory Compliance
- Grants
- GIS
- Recreation and Landscape Design
- Planning
- Surveying

TECHNICAL STAFF RATES

BILLING TITLES	HOURLY RATES
Technical Director	160.00
Project Manager	155.00
Senior Project Specialist	150.00
Senior Technical Professional	145.00
Project Specialist	140.00
Senior Technical Specialist	135.00
Technical Professional	130.00
Senior Specialist	125.00
Technical Specialist	115.00
Specialist	105.00
Senior Data Technician	95.00
Senior Technical Assistant	85.00
Technical Assistant	75.00
Data Technician	65.00
Survey Crew – 2 Man	200.00
Survey Crew – 1 Man	170.00
Expert	225.00
Sr. LSRP	210.00
LSRP	180.00

REIMBURSABLE EXPENSES

General Expenses	Cost + 20%
Travel (Hotel, Airfare, Meals)	Cost
Sub-Consultants/Sub-Contractors	Cost + 20%
Mileage Reimbursement*	0.56 / Per Mile
Plotting	3.50/Each
Computer Mylars / Color Plots	45.00/Each
Photo Copies	0.10/Each
Color Photo Copies	1.50/Each
Document Binding	3.00/Each
Compact Disk CD/DVD	75.00/Each
Exhibit Lamination (24"x36" or larger)	Cost + 20%

* Mileage reimbursement subject to change based upon IRS standard mileage rate



SECTION IV – CLIENT CONTRACT AUTHORIZATION

I hereby declare that I am duly authorized to sign binding contractual documents. I also declare that I have read, understand, and accept this contract.

Signature

Date

Printed Name

Title

If you find this proposal acceptable, **please sign where indicated above in Section IV, and return one signed copy to this office.** Invoices are due within 30 days. This proposal is valid until April 18, 2016

We very much appreciate the opportunity of submitting this proposal and look forward to performing these services for you.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read 'John J. Jahr', is written over a horizontal line.

John J. Jahr, PTP, TSOS
Sr. Associate

JJJ/LL/meb

cc: Stephen D. Marks, Assistant Business Administrator (via email smarks@hobokennj.org)
Leonardo E. Ponzio, PLS, Maser Consulting (via e-mail)

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

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

WHEREAS, certification of funds is available as follows:

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

Signed: _____, George DeStefano, CFO

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

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

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

Boswell Engineering
South Hackensack, New Jersey

Meeting date: March 2, 2016

Approved as to Content:

Approved as to Form:

Quentin Wiest
Business Administrator

_____, Esq.
Corporation Counsel

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



February 10, 2016

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

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

Dear Mr. Wiest:

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

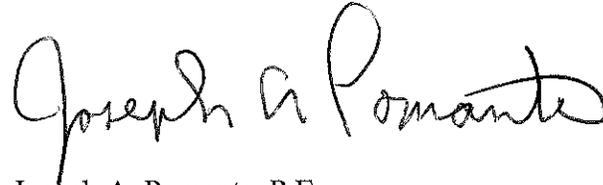
Boswell's original contract amount was \$13,100.00 as approved by the City Council. Per Boswell's accounting department the City of Hoboken has been billed \$17,876.00 to date. Currently the project has been completed and the final billing was previously submitted for processed to the appropriate City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

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

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

Sincerely,

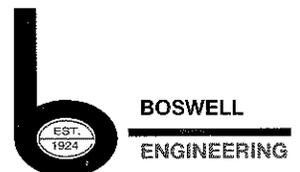
BOSWELL McCLAVE ENGINEERING

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

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

JAP/jmc

160210JAPL1.doc



**CITY OF HOBOKEN
RESOLUTION NO. : ____**

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

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

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

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

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

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

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

WHEREAS, certification of funds is available as follows:

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

Signed: _____, George DeStefano, CFO

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

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

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

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

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

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

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

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

Meeting date: February 17, 2016

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

 Corporation Counsel

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

Order Confirmation



Order Date: 02/01/2016

Ship Date: 03/31/2016

SOLD TO:
City of Hoboken

SHIP TO: (SAME AS SOLD TO UNLESS INDICATED)

94 Washington Street
Hoboken, NJ 07030

Order #: 27443

PO #:

Delivery: Common Carrier/Crate

Attention: Leo Pelligrini

Job Name: 9/11 Memorial

Payment: 50% Deposit/Balance Prepaid

Item	Qty	Code	Description
------	-----	------	-------------

		MISC	Testing of Sample Panels
--	--	------	--------------------------

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

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

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

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

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

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

1 1

Total Qty.: 0

Total Weight: 0.00 Lbs.
Total Sqft.: 0.00

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

Page: 1

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

*** REPRINT***

Sales tax additional if applicable

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

deppglass.com

CITY OF HOBOKEN

Division of Purchasing

DAWN ZIMMER
Mayor



AL B. DINEROS, QPA
Purchasing Agent

Date: February 25, 2016

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

From: AL B. Dineros

Subject: **DETERMINATION OF VALUE FOR NON FAIR AND OPEN CONTRACT AWARD**

Contract For: 9/11 Memorial Glass engineering services analysis

Contract to be awarded to: Depp Glass, Long Island City, New York

Contract Period: 5 weeks (or upon completion of the testing)

CERTIFICATION

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

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

By


AL B. Dineros, QPA, City of Hoboken

Certified Date:

2/25/2016

Sponsored by: _____

Seconded by: _____

City of Hoboken

Resolution No. _____

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

Approved as to form:

Meeting Date: March 2, 2016

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

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 refund be made;

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

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

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

Meeting date: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Corporation Counsel

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

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 Treasury made payable to the following totaling **\$28,345.39**

<u>NAME</u>	<u>BL/LT/UNIT</u>	<u>PROPERTY</u>	<u>QTR/YEAR</u>	<u>AMOUNT</u>
Fabienne & Timothy Dawson 715 Grand Street #2A Hoboken, NJ 07030	152/2/C002A	715 Grand Street	4/15	\$9,675.61
Garry Tow & Elizabeth Freeman 555 First Street Hoboken, NJ 07030	16/21/C000B	555 First Street	2/15	\$2,942.39
Sveta Gajria & Ranjanben Patel 1500 Hudson Street #7V Hoboken, NJ 07030	268.01/3/C007V	1500 Hudson Street	3&4/15	\$5,848.22
Green Tree c/o Corelogic 1 Corelogic Drive Westlake, TX 76262	43/12/C001R	221 Clinton Street	3/15	\$1,490.84
Nieves Serrano 99 Park Avenue #4B Hoboken, NJ 07030	176/7.01/C04-B	209-215 First St/99 Park	1/16	\$2,499.62
MB Financial Bank 1 Corelogic Drive DFW 1-3 Refunds Westlake, TX 76262	66/24/C002B	518 Monroe Street	1/15	\$1,650.41

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

Meeting date: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

Sharon Curran
Tax Collector

Corporation Counsel

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

Sponsored by: _____

Seconded by: _____

City of Hoboken
Ordinance No _____

AN ORDINANCE AUTHORIZING THE GRANTING OF AN EASEMENT APPURTENANT FOR CERTAIN MUNICIPAL LANDS BEING (PART OF) BLOCK 43, LOTS 34 AND 35 TO THE NON-PROFIT, SECTION 501(C)3 EXEMPT ENTITY HOBOKEN WORLD WAR VETERANS' HOLDING CORP. (ON BEHALF OF THE AMERICAN LEGION POST 107, HOBOKEN) COMMONLY KNOWN AS THE AMERICAN LEGION, IN EXCHANGE FOR CERTAIN CONSIDERATION AND RESTRICTIONS ON THE USE OF THE EASEMENT, WHICH RESTRICTIONS AND USE SHALL BE IN THE PUBLIC INTEREST

WHEREAS, the Mayor and Council of the City of Hoboken have determined that it is in the public interest to grant an easement to a certain tract of City-owned land designated as Block 43 Lots 34 and 35, which is not otherwise needed for public use, in order to: grant access to a portion of each lot to the American Legion for the purpose of the building of certain low income United States Veteran residential units, which are in the public interest and which aid in providing a necessary public benefit; and

WHEREAS, HOBOKEN WORLD WAR VETERANS' HOLDING CORP. (on behalf of the American Legion Post 107, Hoboken) commonly known as the American Legion, who are owners of record of Block 43, Lot 4, have requested said easement of portions of the said Block 43, Lots 34 and 35 from the City in exchange for certain consideration and rights, restrictions, and limitations in the land and upon the easement which shall be given to the City in exchange for said access; and

WHEREAS, the City Council of the City has determined that the land to be subject to the easement is of equivalent value to the public benefit for which same is to be exchanged, and same will confer added benefit on the City by virtue of the added affordable housing and the added benefit of the use of the land for such affordable housing and for the housing and shelter of the City's veterans; and

NOW, THEREFORE, BE IT HEREBY ORDAINED AND ENACTED by the City Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows:

THE MAYOR AND COUNCIL OF THE CITY OF HOBOKEN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1:

1. The Mayor, Clerk and Attorney are hereby authorized to execute all such documents as are necessary to grant the attached easement to the said HOBOKEN WORLD WAR VETERANS' HOLDING CORP. (on behalf of the American Legion Post 107, Hoboken), the following parcels currently owned by the City, in accordance with the attached (a) Easement Agreement / Deed of Easement, and (b) this Ordinance:

CITY OWNED PARCEL (CONSISTING OF A PORTION OF BLOCK 43 LOT 34 AND BLOCK 43 LOT 35) TO BE SO EASED:

BEGINNING at a point in a common line of Block 43 Lots 34 & 35 said point being the following two (2) courses and distances feet from the intersection of the northerly right-of-way Second Street with the westerly right-of-way line of Willow Avenue (65 feet wide);

a.) Along Second Street, North 77 degrees 17 minutes 07 seconds West, a distance of 82.00 feet to a point therein; thence,

b.) Passing through Lot 35 North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet; thence,

1. Along the common line, North 77 degrees 17 minutes 07 seconds West, a distance of 18.00 feet to a point in line of Block 43, Lot 4; thence

2. Along Lot 4, North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet to a common corner of Block 43, Lots 33 and 34; thence ,

3. Along a common line of Lots 33 and 34, South 77 degrees 17 minutes 07 seconds East, a distance of 18.00 feet to a point therein; thence

4. Passing through Lot 34, South 12 degrees 42 minutes 53 seconds West, a distance of 25.00 feet to the point and place of BEGINNING.

Containing 450 S.F. or 0.010 Acres

-and-

BEGINNING at a point in the northerly right-of-way line of Second Street, said point being North 77 degrees 17 minutes 07 seconds West, a distance of 82.00 feet from the intersection of Second Street with the westerly right-of-way line of Willow Avenue (65 feet wide); thence

1. Along Second Street, North 77 degrees 17 minutes 07 seconds West, a distance of 18.00 feet to a point therein; thence,

2. Along the common line of Lots 4 and 35, North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet to a point therein; thence

3. Along a common line of Block 43 Lots 34 and 35, South 77 degrees 17 minutes 07 seconds East, a distance of 18.00 feet to a point therein; thence

4. Passing through Lot 35, South 12 degrees 42 minutes 53 seconds West, a distance of 25.00 feet to the point and place of BEGINNING.

Containing 450 S.F. or 0.010 Acres

PROPERTY RIGHTS RECEIVED BY CITY IN EXCHANGE FOR SAID EASEMENT (CITY'S RIGHT OF CANCELLATION OF EASEMENT AND REVERSION OF PROPERTY):

The parcels to be so eased by the City shall only become subject to the easement agreement upon receipt of a deed of easement which grants the land subject to the following, as more specifically described in the Agreement and Deed attached hereto:

1. Grantee(s) shall construct on the Property part of a new building, which will serve the dual purpose of providing a meeting hall for the American Legion Post 107 Hoboken along with six (6) residential units for qualified Hudson County United States Veterans ("American Legion Building Extension") as more specifically described in Exhibit B attached hereto.

2. Within six (6) months after the Property is conveyed to Grantee(s), Grantee(s) shall enter into a contract with a qualified construction company/contractor for the construction of the American Legion building extension described in paragraph 1 above and shall provide proof of financing satisfactory to the Grantor.

3. Grantee(s) shall complete the pouring of the foundation or basement of the building extension described in paragraph 1 within twenty four (24) months after the date the Property is conveyed to the Grantee(s).

4. Grantee(s) shall have "substantially completed" the American Legion Building Extension on the Property within twenty four (24) months after the date the Property is conveyed to the Grantee(s).

"Substantially complete" is defined as the stage in progress in building the extension when the entire building is sufficiently complete so that the Grantee(s) and his/her patrons can fully occupy and utilize the building for residential purposes, including, but not limited to completion of all plumbing work and HVAC installation.

5. Grantee(s) shall for a period of not less than Fifty (50) years or until termination of the easement, whichever occurs last, utilize the property as described in Exhibit B, or a hereinafter rehabilitated version of same, for the purpose of residential housing of homeless and/or low income Hudson County United States Veterans.

6. Grantee(s) shall, annually, submit their annual financial statement certified by the treasurer of the American Legion Post 107, Hoboken and copies of any and all documents submitted to the federal or state government demonstrating continued compliance with low income housing laws, rules and regulations. And the City may, at its sole cost, conduct an annual audit of the Grantee's financials by a Certified Public Accountant of its choice, and the Grantee shall provide any and all documentation necessary for the CPA to conduct said audit,

7. The initial term of this Easement Agreement shall be 50 (fifty years), with options to extend which shall be effectuated by the Grantor by adoption of an ordinance authorizing extension for five (5) additional ten (10) year periods for up to a total of one hundred (100) years. At the expiration of the term, or any extension thereto, the easement shall cease and all rights shall revert back to the Grantor

unless the parties execute and deliver amendments, property and legally formalized, to this agreement before the expiration of the term.

8. The Grantee shall be responsible for returning the Easement Area back to a condition as good as or better than its original condition at the commencement of the Easement term, normal wear and tear excepted. Upon termination of the Easement, the Grantor shall execute an instrument indicating that the restoration has been completed to Grantor's satisfaction.

9. The rights granted to and duties assumed by Grantee under this Easement are personal, and shall not run with the land, and may not be assigned or delegated by Grantee without the prior written consent of Grantor, which shall not be unreasonably withheld. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void ab initio. Notwithstanding the foregoing, any assignment to another Grantee parent, subsidiary, or sister entity shall not require Grantor's consent.

10. This Easement may be amended from time to time, as may be necessary, by mutual written consent of both parties; provided, however, that no amendment to the Easement shall be effective unless in writing, adopted by ordinance of the governing body, and signed by both parties.

11. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed. Both parties were represented by competent legal counsel of their own choosing during the drafting of this agreement, and this agreement shall not be construed in favor of or against either party. This agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey.

12. Both parties agree that this Agreement expresses all of the terms and obligations of the parties with respect to this Easement, and that no other terms or obligations, whether expressed or implied, shall be enforceable against the parties unless and until same are incorporated into this Agreement in writing and signed by both parties as a formal amendment to this Agreement. Both parties agree that any waiver in any term of this Agreement shall not be construed as a general waiver of the terms and conditions herein.

This ordinance shall become effective twenty (20) days after final passage, adoption and publication according to law and the authorization of execution of documents described herein shall not commence until such effective date.

Section 2: This ordinance shall be part of the General Code of the City of Hoboken as though codified and fully set forth therein.

Section 3: The City Clerk shall have this ordinance codified and incorporated in the official copies of the Hoboken code. All ordinance and parts of ordinances inconsistent herewith are hereby repealed.

Section 4: This ordinance shall take effect as provided by law.

Date of Introduction: March 2, 2016

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

 , Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2016

 Dawn Zimmer, Mayor

EASEMENT APPERTENANT AGREEMENT

BETWEEN

THE CITY OF HOBOKEN

AND

HOBOKEN WORLD WAR VETERANS' HOLDING CORP.
(on behalf of the American Legion Post 107, Hoboken)

DATED: March__27__, 2016

RECORD AND RETURN TO:

**Attn: City of Hoboken
Office of Corporation Counsel
94 Washington Street
Hoboken NJ 07030**

EASEMENT APPURTENANT AGREEMENT

THIS AGREEMENT, is made and entered into this ____day of March,
2016, by and between the City of Hoboken, Hudson County, New Jersey, hereinafter referred to as
("City" or "Grantor"), and HOBOKEN WORLD WAR VETERANS' HOLDING CORP.
(on behalf of the American Legion Post 107, Hoboken), hereinafter referred to as
("Grantee" and/or "Grantee(s)").

NOW, THEREFORE, for and in consideration of the conveyance price of One Dollar (\$1.00) per annum, as well as for the terms and covenants set forth in this Agreement, as well as in the interest of the public interest which shall be benefitted as a result of the parties acceptance of the within terms and covenants, as well as other good and valuable consideration the value of which is hereby agreed upon between the parties, the parties hereto agree as follows:

I. SUBJECT OF AGREEMENT.

Subject to the terms and conditions set forth in this Agreement, City, as Grantor, shall grant and Grantee(s) shall accept a revocable exclusive easement appurtenant to the real estate described on Exhibit A attached hereto and incorporated herein (the "Property"). A Deed of Easement to the Property shall be granted subject to rights of revocability and reversion to Grantor, as well as any and all prior easements, restrictions, zoning ordinances, covenants, and rights of way of record.

The Property is described as:

BEGINNING at a point in a common line of Block 43 Lots 34 & 35 said point being the following two (2) courses and distances feet from the intersection of the northerly right-of-way Second Street with the westerly right-of-way line of Willow Avenue (65 feet wide);

a.) Along Second Street, North 77 degrees 17 minutes 07 seconds West, a distance of 82.00 feet to a point therein; thence,

b.) Passing through Lot 35 North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet; thence,

1. Along the common line, North 77 degrees 17 minutes 07 seconds West, a distance of 18.00 feet to a point in line of Block 43, Lot 4; thence

2. Along Lot 4, North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet to a common corner of Block 43, Lots 33 and 34; thence ,

3. Along a common line of Lots 33 and 34, South 77 degrees 17 minutes 07 seconds East, a distance of 18.00 feet to a point therein; thence

4. Passing through Lot 34, South 12 degrees 42 minutes 53 seconds West, a distance of 25.00 feet to the point and place of BEGINNING.

Containing 450 S.F. or 0.010 Acres

-and-

BEGINNING at a point in the northerly right-of-way line of Second Street, said point being North 77 degrees 17 minutes 07 seconds West, a distance of 82.00 feet from the intersection of Second Street with the westerly right-of-way line of Willow Avenue (65 feet wide); thence

1. Along Second Street, North 77 degrees 17 minutes 07 seconds West, a distance of 18.00 feet to a point therein; thence,

2. Along the common line of Lots 4 and 35, North 12 degrees 42 minutes 53 seconds East, a distance of 25.00 feet to a point therein; thence

3. Along a common line of Block 43 Lots 34 and 35, South 77 degrees 17 minutes 07 seconds East, a distance of 18.00 feet to a point therein; thence

4. Passing through Lot 35, South 12 degrees 42 minutes 53 seconds West, a distance of 25.00 feet to the point and place of BEGINNING.

Containing 450 S.F. or 0.010 Acres

II. CONSIDERATION.

For and in consideration of the grant of easement of the Property to Grantee(s), Grantee(s) represents, warrants, and agrees to the following terms and conditions:

1. Grantee(s) shall construct on the Property part of a new building, which will serve the dual purpose of providing a meeting hall for the American Legion Post 107 Hoboken along with six (6) residential units for qualified Hudson County United States Veterans ("American Legion Building Extension") as more specifically described in Exhibit B attached hereto.

2. Within six (6) months after the Property is conveyed to Grantee(s), Grantee(s) shall enter into a contract with a qualified construction company/contractor for the construction of the American Legion building extension described in paragraph 1 above and shall provide proof of financing satisfactory to the Grantor.

3. Grantee(s) shall complete the pouring of the foundation or basement of

the building extension described in paragraph 1 within twenty four (24) months after the date the Property is conveyed to the Grantee(s).

4. Grantee(s) shall have "substantially completed" the American Legion Building Extension on the Property within twenty four (24) months after the date the Property is conveyed to the Grantee(s).

"Substantially complete" is defined as the stage in progress in building the extension when the entire building is sufficiently complete so that the Grantee(s) and his/her patrons can fully occupy and utilize the building for residential purposes, including, but not limited to completion of all plumbing work and HVAC installation.

5. Grantee(s) shall for a period of not less than Fifty (50) years or until termination of the easement, whichever occurs last, utilize the property as described in Exhibit B, or a hereinafter rehabilitated version of same, for the purpose of residential housing of homeless and/or low income Hudson County Unites States Veterans.

6. Grantee(s) shall, annually, submit their annual financial statement certified by the treasurer of the American Legion Post 107, Hoboken and copies of any and all documents submitted to the federal or state government demonstrating continued compliance with low income housing laws, rules and regulations. And the City may, at its sole cost, conduct an annual audit of the Grantee's financials by a Certified Public Accountant of its choice, and the Grantee shall provide any and all documentation necessary for the CPA to conduct said audit,

7. The initial term of this Easement Agreement shall be 50 (fifty years), with options to extend which shall be effectuated by the Grantor by adoption of an ordinance authorizing extension for five (5) additional ten (10) year periods for up to a total of one hundred (100) years. At the expiration of the term, or any extension thereto, the easement shall cease and all rights shall revert back to the Grantor unless the parties execute and deliver amendments, property and legally formalized, to this agreement before the expiration of the term.

8. The Grantee shall be responsible for returning the Easement Area back to a condition as good as or better than its original condition at the commencement of the Easement term, normal wear and tear excepted. Upon termination of the Easement, the Grantor shall execute an instrument indicating that the restoration has been completed to Grantor's satisfaction.

9. The rights granted to and duties assumed by Grantee under this Easement are personal, and shall not run with the land, and may not be assigned or delegated by Grantee without the prior written consent of Grantor, which shall not be unreasonably withheld. Any attempted assignment or delegation by Grantee without the prior written consent of the Grantor shall be void ab initio. Notwithstanding the

foregoing, any assignment to another Grantee parent, subsidiary, or sister entity shall not require Grantor's consent.

10. This Easement may be amended from time to time, as may be necessary, by mutual written consent of both parties; provided, however, that no amendment to the Easement shall be effective unless in writing, adopted by ordinance of the governing body, and signed by both parties.

11. Both parties agree that time is of the essence and that time specifications contained herein shall be strictly construed. Both parties were represented by competent legal counsel of their own choosing during the drafting of this agreement, and this agreement shall not be construed in favor of or against either party. This agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey.

12. Both parties agree that this Agreement expresses all of the terms and obligations of the parties with respect to this Easement, and that no other terms or obligations, whether expressed or implied, shall be enforceable against the parties unless and until same are incorporated into this Agreement in writing and signed by both parties as a formal amendment to this Agreement. Both parties agree that any waiver in any term of this Agreement shall not be construed as a general waiver of the terms and conditions herein.

III. TITLE.

Grantor will convey a deed of easement to the Property to Grantee(s), subject to any and all prior easements, restrictions, rights of way, or other known or unknown encumbrances, as well as the rights of revocation and reversion stated herein, by a deed of easement without warranty to be delivered after adoption and effective date. Full execution and recording shall take place by the Grantee(s) on or before the 45th day after the adoption of the City Council Ordinance authorizing the transfer of deed and this Agreement or this Agreement and the Ordinance shall become unenforceable.

IV. PROOF OF TITLE.

Grantee(s) shall obtain, at Grantee(s)'s sole cost and expense, at the time of the grant of the easement, a standard owners policy of title insurance from a title company authorized and licensed to provide title insurance in the State of New Jersey in an amount not less than the cost of construction of the building extension.

The cost of such title insurance shall be paid by Grantee(s).

In the event Grantee(s) has valid objections to the status of the title to the Property, Grantor may satisfy said valid objections or Grantor may declare this Agreement null

and void.

Grantee(s) hereby waives any and all claims, causes of action, and its right to recover any damages, costs, expenses or losses which result out of or are incurred by Grantee(s) in connection with this Agreement, the underlying title to the Property, and/or the development, design, and construction of the residence on the Property. Furthermore, Grantee(s)

V. PAYMENT OF EXPENSES / INDEMNITY / INSURANCE.

Grantor shall have no liability of any cost, fees, obligations, real estate taxes, or any other cost related hereto and all cost of including but not limited to financing, title insurance, closing, appraisals, mortgages and registration fees and any and all other costs related to this Agreement or the transfer of the Property shall be paid by Grantee(s). Grantee(s) accepts this risk of paying all of said cost, even if Grantor cannot deliver adequate title, as the benefit to Grantee(s) in potentially receiving the Property is significant.

The Grantee agrees to defend, indemnify and hold harmless Grantor, its officers, agents and employees, from and against all claims, demands, judgments, costs and expenses (including reasonable attorney's fees) which may arise by reason of injury to any person or damage to any property attributable to the negligence of Grantee, Grantee's officers, agents and employees, in connection with Grantee's construction, operation and maintenance of said Improvements and its use of or presence on the property.

Grantee agrees to provide for general liability insurance in an amount of at least \$1,000,000.00/\$2,000,000.00, which shall include the City of Hoboken and its officers and employees as additional insured. Grantee also agrees to provide for an insurance policy of \$1,000,000 combined single limit for umbrella coverages. Said insurance policies shall have a thirty day notice of policy cancellation upon the City of Hoboken. A copy of said insurance coverages shall be provided to the Office of Corporation Counsel prior to this easement becoming effective. If at any point any of the insurance lapses or is otherwise terminated, for any reason, this easement shall terminate effective immediately without notice or opportunity to cure. Grantee reserves the right to self-insure for these coverages.

VI. TAXES AND ASSESSMENTS.

Grantee(s) shall pay all taxes and assessments which result from this Agreement.

VII. ASSIGNMENT

Until "substantial completion" as defined, *supra in Section II, Paragraph 4*, and for a period of not less than five (5) years after the date of "substantial completion", Grantee(s) shall not sell, assign, or transfer this Agreement or any interest under it or any interest in or to Property, without first obtaining the written consent of Grantor. Additionally, Grantee(s) shall not sell, transfer or convey the above described Property, while any reversionary interest of Grantor exists, without first obtaining the written consent of Grantor.

VIII. DEFAULT

In the event Grantee(s) fails to comply with any term or warranty in this Agreement, then title to the Property shall immediately revert to Grantor and this Agreement shall immediately become null and void, whereupon all rights of the Grantee(s) hereunder shall end at the sole option of Grantor. Grantee(s) specifically understands that should this Agreement be declared null and void and should a reversion of title to the Property occur, that Grantee(s) shall have no claim against Grantor for any damages, cost, or claim for specific performance and the failure to comply with the terms of this Agreement shall be solely at the risk of Grantee(s) without liability or obligation on behalf of the Grantor.

GRANTEE(S) HEREBY GRANTS TO THE MAYOR OF THE CITY OF HOBOKEN
POWER OF ATTORNEY TO EXECUTE ANY AND ALL DOCUMENTS
NECESSARY TO PROPERLY REVEST TITLE TO THE PROPERTY IN THE
CITY INCLUDING, BUT NOT LIMITED TO, THE RIGHT OF EXECUTE
DEEDS, LIEN RELEASES, AND AFFIDAVITS.

IX. RIGHTS OF REVERSION.

Full title to the eased Property shall revert to Grantor in the event Grantee(s) fails, in any respect, to comply with the terms and provisions of this Agreement including, but not limited to, the duties imposed upon Grantee(s) which duties arise subsequent to the date of transfer of the easement. The reversionary interest shall be shown on the deed given to Grantee(s). Grantor agrees to subordinate its reversionary interest to that of a lender providing Grantee(s) financing for the construction of the required residence on the above-described real estate. Such

subordination shall be on terms and conditions deemed acceptable to Grantor and lender. Grantor agrees that Grantee may encumber the Grantee's rights in the easement in the event that a lender requires it as part of the financing.

X. ALTERNATIVE TO REVERSION

As an alternative to the reversion, if Grantee(s) acts in such a way as to cause and/or trigger a Reversion and/or revocation, Grantee(s) shall have the option to purchase the lot for the Fair Market Value for the highest and best use of the Property, which shall be assessed by a Licensed Real Property Assessor chosen in the sole discretion of the Grantor, at the time of the reversion and/or revocation.

XI. TIME

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XII. CONTINGENCIES

This Agreement is subject to the following contingencies: NONE.

XIII. CONDITION OF PROPERTY.

Grantor makes no representations or warranties of any kind whatsoever, express or implied, regarding the condition of the Property or the condition of title to the Property. Grantee(s) acknowledges that Grantor has made no representations or warranties, express or implied, as to the condition of the Property or the condition of title to the Property. Grantee(s) is granted up to the day prior to the recordation date the right to access the Property and have it inspected at Grantee(s)'s sole cost and

expense. Any damages caused by said inspections shall be paid by Grantee(s). Grantee(s) agrees that it will rely solely upon the results of any inspections it has conducted.

Grantee(s) agrees that it is taking title to the Property in its "as is, where is" condition. In the event any inspection conducted by Grantee(s) reflects a condition which is unacceptable to Grantee(s), Grantee(s) shall have the right to terminate this Agreement at any time prior to the recording date in which event the parties will be relieved of any further right, duty or obligation set forth in this Agreement. Grantor makes no representations or warranties of any kind whatsoever, express or implied, relative to the inclusion or exclusion of the real estate described above from a flood fringe area or flood-way area, as the same are defined by the Federal Emergency Management Agency (FEMA). Grantee(s) agrees to make any and all inquiries deemed

appropriate or required in said regard, and further agree that the exclusion of the real estate described-above from said described areas is not a condition to the Closing of this Agreement.

XIV. TERMS SURVIVE RECORDATION.

All terms and conditions of this Agreement shall survive recordation, and be enforceable at law or equity.

XV. ENTIRE AGREEMENT.

This Agreement and all exhibits hereto, if any, contain the entire understanding between parties and no other warranty, representations or agreements shall be binding upon the parties unless heretofore set forth in writing.

XVI. NEW JERSEY LAW.

This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Jersey.

XVII. BINDING EFFECT.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

XIVVV NOTICE

Grantor shall provide Grantee with written notice of any alleged default hereunder and Grantor shall have ten (10) days to cure any such default; provided, however, that in the event that the default cannot be cured within ten (10) days the Grantor shall have a reasonable amount of time, but in no event more than ninety (90) days from the date of notice to cure the default, before Grantor can exercise its rights hereunder; and, except that Subsections II(4) and II(5) supra shall be subject to written notice to cure and no more than ten (10) days shall be given to cure, and any deviation from this exception shall require an amendment to this Easement Agreement.

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For the City of Hoboken ("Grantor")

By: _____

Dawn Zimmer, Mayor

Attest: _____

James Farina, City Clerk

State of New Jersey)

) ss

Hudson County)

BE IT REMEMBERED, that on this ____ day of _____, 2016, before me, the undersigned, a notary public in and for the county and state aforesaid came Dawn Zimmer, Mayor of the City of Hoboken, and James Farina, City Clerk of the City of Hoboken, who are personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Appointment Expires:

Notary Public

State of New Jersey)

For HOBOKEN WORLD WAR VETERANS' HOLDING CORP.

(on behalf of the American Legion Post 107, Hoboken) "Grantee(s)"

By: _____

[name], [title]

Attest: _____

[name], [title]

State of New Jersey)

) ss

Hudson County)

BE IT REMEMBERED, that on this _____ day of _____,

2016, before me, the undersigned, a notary public in and for the county and state

aforsaid came _____, who

is personally known to me to be the same person who executed the within

instrument of writing on behalf of the Grantee(s), and _____, who

is personally known to me to be the same person who attested the within instrument of writing of the

Grantee(s), and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial

seal the day and year last above written.

Appointment Expires:

Notary Public

EXHIBIT A

SURVEY AND LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

SITE PLAN AND ARCHITECTURAL DESCRIPTION OF BUILDING EXTENSION UPON THE PROPERTY

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE
CITY OF HOBOKEN AUTHORIZING THE ACQUISITION OF THE REAL PROPERTY KNOWN AND
DESIGNATED AS BLOCK 102, LOT 1 ON THE CITY OF HOBOKEN TAX MAPS BY EXERCISE OF EMINENT
DOMAIN**

Purpose Statement. The purpose of this Ordinance is to authorize the Mayor and Council of the City of Hoboken to acquire the subject property known as Block 102, Lot 1 on the City of Hoboken Tax Map by eminent domain, pursuant to applicable provisions of the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq. and the Eminent Domain Act, N.J.S.A. 20:3-1, et seq.

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq. provides that New Jersey municipalities may acquire property needed for public purposes; and

WHEREAS, the Mayor and Council of the City of Hoboken ("the City") desires to exercise its powers pursuant to the Eminent Domain Act, N.J.S.A. 20:3-1, et seq., to acquire the subject property known and designated on the City of Hoboken Tax Maps as Block 102, Lot 1 ("the subject property") in the City of Hoboken; and

WHEREAS, the acquisition of the subject property by the City perfects operative terms of the Settlement Agreement dated May 8, 2013 in the matter captioned and docketed in the Superior Court of New Jersey, Hudson County, Law Division as Ursa Development Group, LLC et al v. City of Hoboken et al, Docket No. HUD-L-6449-11 ("the Settlement Agreement"); and

WHEREAS, the title owner of record of the subject property consented to the City's exercise of its eminent domain power to acquire the subject property for zero (\$0.00) consideration as required pursuant to the Settlement Agreement, and shall not oppose or otherwise object to said taking of the subject property in accordance with the terms of the Settlement Agreement; and

WHEREAS, the City wishes to formally authorize the acquisition of the subject property as required pursuant to N.J.S.A. 40A:12-1, et seq. and shall institute eminent domain proceedings pursuant to N.J.S.A. 20:3-1, et seq. upon adoption of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Council of the City of Hoboken, County of Hudson, State of New Jersey, as follows:

Section 1. City Authorization to Acquire Land by Exercise of Eminent Domain Power.

Pursuant to provisions of the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., the City of Hoboken is hereby authorized to acquire the subject property hereinafter described by exercise of eminent domain pursuant to the Eminent Domain Act, N.J.S.A. 20:3-1, et seq.:

Tax Block 102, Lot 1, City of Hoboken, County of Hudson, State of New Jersey, as described on the attached Exhibit A, legal description.

Section 2. Authority of Agents.

The Mayor, City Clerk, Engineer, Corporation Legal Counsel, Special Legal Counsel, and any and all such other officials, employees and agents of the City, specifically including, but not limited to professional appraisers, environmental experts, consulting engineers, surveyors and similar professionals as are appropriate, are hereby authorized and directed to prepare and execute such documents and to perform all other acts necessary to effectuate the purchase and acquisition of title and possession of the subject property (including but not limited to action to gain necessary access to the subject property for related purposes, and the Mayor, Council and City Clerk are hereby authorized and directed to execute any and all documents necessary for said acquisition of the subject property, including and not limited to execution of a purchase agreement and any necessary amendments thereto. Furthermore, any and all documents previously executed by the Mayor, Council and Clerk, and any and all such other officials, employees and agents of the City, necessary for the acquisition are hereby ratified.

Section 3. Cost of Acquisition.

In accordance with the requirements of the Settlement Agreement, there shall be zero (\$0.00) consideration paid for the City taking of the subject property.

Section 4. Severability.

If any section, subsection, clause or phrase of this Ordinance is for any reason held to unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance; which shall continue in full force and effect, and to this end the provisions of this Ordinance are hereby declared severable.

Section 5. Repealer.

All existing ordinances and/or parts thereof which are inconsistent with the terms of this Ordinance, are to the extent of such inconsistency, repealed.

Section 6. Effect.

This Ordinance shall take effect in the time and manner as prescribed by law.

Date of Introduction: March 2, 2016

Introduction:

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

Final Reading:

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

Approved as to Legal Form:

 , Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2016

 Dawn Zimmer, Mayor

Exhibit A

DIAZ LAND SURVEYING, LLC

PROFESSIONAL LAND SURVEYORS

237 Madison Avenue, Wyckoff, New Jersey 07481
Phone: 201 560-1253 Fax: 201 560-1254
Certificate of Authorization No. 24GA28097800

January 7, 2016

Property Description

Lot 1 Block 102, City of Hoboken, Hudson County, New Jersey

Project Number: 15176

Beginning at the intersection marked by a nail set by Kennon Land Surveying and formed by the Westerly sideline of Madison Street, a 65 foot wide right of way, with the Northerly sideline of Eleventh Street, a 50 foot wide right of way, and running; thence,

1. Along said Westerly sideline of Madison Street North 13 degrees 04 minutes 00 seconds East 200.00 feet to a point marked by an iron pipe; thence,
2. North 76 degrees 56 minutes 00 seconds West 200.00 feet to the Easterly sideline of Monroe Street, a 65 foot wide right of way marked by an iron bar set by Caulfield Land Surveying; thence,
3. Along said Easterly sideline of Monroe Street South 13 degrees 04 minutes 00 seconds West 200.00 feet to said Northerly sideline of Eleventh Street marked by an iron bar set by Kennon Land Surveying; thence,
4. Along the same South 76 degrees 56 minutes 00 seconds East 200.00 feet to said Westerly sideline of Madison Street, the Point or Place of Beginning.



John G. Diaz, New Jersey Professional Land Surveyors License Number 41638

Sponsored by: _____
Seconded by: _____

CITY OF HOBOKEN
ORDINANCE NO. _____

ORDINANCE TO AMEND CHAPTER 59A, ENTITLED "DEPARTMENT OF PUBLIC SAFETY," SECTION 4 ENTITLED "COMPENSATION, HOURS OF DUTY, UNIFORM" TO INCORPORATE A REIMBURSEMENT PROCEDURE FOR COSTS ASSOCIATED WITH SLEO'S WHO TERMINATE THEIR EMPLOYMENT WITHIN THEIR FIRST TWO YEARS OF APPOINTMENT

WHEREAS, the City of Hoboken utilizes Special Law Enforcement Officers in accordance with Hoboken Code Section 59A-48; and,

WHEREAS, the costs associated with training, clothing, and equipping SLEO's is an additional burden on the Department of Public Safety which is not offset in those cases where the SLEO's terminate their employment in the first two years after appointment, and the City's expenditure should be reimbursable in those instances where the SLEO does not give the City the benefit of continued employment beyond the training period.

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

SECTION ONE (additions noted in underline, deletions noted in ~~strikethrough~~):

§ 59A-49 Compensation; hours of duty; uniform.

A. Class I Special Law Enforcement Officers, if any, shall be compensated ~~at a minimum rate of \$12.50 an hour and a maximum rate of \$15 an hour and shall not receive any benefits.~~ In accordance with the then current salary ordinance.

B. Class II Special Law Enforcement Officers, if any, shall be compensated ~~at a minimum rate of \$15 \$20 an hour and a maximum rate of \$18 \$25 an hour and shall not receive any benefits.~~ In accordance with the then current salary ordinance.

C. Special law enforcement officers shall work part-time and shall not exceed ~~20~~ 24 hours per week except during periods of emergency and will be assigned at the direction of the Chief of Police.

D. The special law enforcement officer shall wear the appropriate uniform of the day as directed by the Chief of Police, which shall include: hat, badge, name tag, Hoboken Police Division uniform patch and insignia issued by the Police Training Commission which clearly indicates the officer's status as a Class I or Class II Special Law Enforcement Officer.

E. Each special law enforcement officer accepts the following obligations as a condition of their acceptance of appointment to the position:

1. Each special law enforcement officer shall be responsible for any and all costs of all their Class II training as well as the costs of any uniform(s) and or equipment fee(s) associated with their Class II position in any of the following instances, which shall be reimbursed from any outstanding payroll funds of the special law enforcement officer, and thereafter by complaint to the courts requesting reimbursement by garnishment of future wages:

a. In any case where a special law enforcement officer terminates their employment with the City of Hoboken before the termination of their initial appointment period; or,

b. If the special law enforcement officer is reappointed after the initial term and thereafter terminates their employment with the City less than two years from the date of their initial

appointment.

SECTION TWO: REPEAL OF INCONSISTENT PROVISIONS

All ordinances or parts thereof in conflict or inconsistent with this Ordinance are hereby repealed, but only to the extent of such conflict or inconsistency, it being the legislative intent that all such ordinances or part of ordinances now existing or in effect unless the same are in conflict or inconsistent with any provision of this Ordinance shall remain in effect.

SECTION THREE: SEVERABILITY

The provisions of this Ordinance are declared to be severable and if any section, subsection, sentence, clause or phrase thereof for any reason be held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this Ordinance, but shall remaining in effect; it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION FOUR: EFFECTIVE DATE

This Ordinance shall take effect immediately upon passage and publication as provided by law, and shall be implemented with the first group of SLEO2 candidates that are sponsored to the police academy by the City of Hoboken, after adoption of this ordinance.

SECTION FIVE: CODIFICATION

This ordinance shall be a part of the Code of the City of Hoboken as though codified and fully set forth therein. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Code.

The City Clerk and the Corporation Counsel are authorized and directed to change any Chapter, Article and/or Section number of the Code of the City of Hoboken in the event that the codification of this Ordinance reveals that there is a conflict between the numbers and the existing Code, and in order to avoid confusion and possible accidental repealers of existing provisions not intended to be repealed.

First Reading: March 2, 2016

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

Final Reading:

Councilperson	Yea	Nay	Abstain/Present	Absent
Ravinder Bhalla				
Peter Cunningham				
Michael Defusco				
James Doyle				
Tiffanie Fisher				
David Mello				

Ruben Ramos Jr.				
Michael Russo				
President Jenn Giattino				

Approved as to Legal Form:

 , Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2016

 Dawn Zimmer, Mayor

Sponsored by: _____

Seconded by: _____

CITY OF HOBOKEN, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE ACQUISITION OF EQUIPMENT FOR THE FIRE DEPARTMENT IN THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$800,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$665,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the City Council of the City of Hoboken, County of Hudson, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the City of Hoboken, County of Hudson, New Jersey ("City").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the City from all sources for the purposes stated in Section 7 hereof is \$800,000;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$665,000;
- (c) an appropriation in the amount of \$100,000 for the purposes stated in Section 7 hereof is hereby appropriated from the City's HAZMAT Account; and
- (d) a down payment in the amount of \$35,000 for the purposes stated in Section 7 hereof is currently available in the City's Capital Improvement Fund in accordance with the requirements of Section 11 of the Local Bond Law, *N.J.S.A. 40A:2-11*.

Section 3. The sum of \$665,000, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$35,000, which amount represents the required down payment, and the sum of \$100,000 available in the City's HAZMAT Account, is hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the City in an amount not to exceed \$665,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the City in an amount not to exceed \$665,000 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A.* 40A:2-20, shall not exceed the sum of \$100,000.

Section 7. The improvement hereby authorized and the purposes for which said obligations are to be issued; the estimated cost of said purposes; the amount of down payment for said purposes; the maximum amount obligations to be issued for said purposes and the period of usefulness of said purposes within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants/ Other Funds</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Acquisition of Equipment for the Fire Department including, but not limited to, a Fire Rescue Pumper and a 1500 GPM Attack Pumper, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$800,000	\$35,000	\$100,000	\$665,000	10 years

Section 8. Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 9. The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A.* 40A:2-10, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the City, as defined in Section 43 of the Local Bond Law, *N.J.S.A.* 40A:2-43, is increased by this Bond Ordinance by \$665,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 10. The full faith and credit of the City are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the City shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 11. The applicable Capital Budget of the City is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended applicable Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

Section 12. The City hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the City prior to the issuance of such bonds or bond anticipation notes.

Section 13. The City hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 14. The improvements authorized hereby are not current expenses and are improvements that the City may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 15. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 16. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: March 2, 2016

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

Final Reading:

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

Approved as to Legal Form:

 , Corporation Counsel

Adopted by the Hoboken City Council
 By a Vote of ____ Yeas to ____ Nays
 On the ____ day of _____, 2016

 James Farina, City Clerk

Vetoed by the Mayor for the following reasons: _____

-or-

Approved by the Mayor
 On the ____ day of _____, 2016

 Dawn Zimmer, Mayor

Notice of Pending Bond Ordinance and Summary

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey, on March 2, 2016. It will be further considered for final passage, after public hearing thereon, at a meeting of the City Council to be held at City Hall, 94 Washington Street, Hoboken, New Jersey on _____, 2016 at _____ o'clock __M. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the City Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE ACQUISITION OF EQUIPMENT FOR THE FIRE DEPARTMENT IN THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$800,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$665,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants/ Other Funds</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Acquisition of Equipment for the Fire Department including, but not limited to, a Fire Rescue Pumper and a 1500 GPM Attack Pumper, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$800,000	\$35,000	\$100,000	\$665,000	10 years

Appropriation:	\$800,000
Bonds/Notes Authorized:	\$665,000
Grants/Other Funds Appropriated:	\$100,000
Section 20 Costs:	\$100,000
Useful Life:	10.00 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to *N.J.S.A. 40A:2-17*.

Bond Ordinance Statements and Summary

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the City Council of the City of Hoboken, in the County of Hudson, State of New Jersey on _____, 2016 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full ordinance are available at no cost and during regular business hours, at the City Clerk's office in the Municipal Building, 94 Washington Street, Hoboken, New Jersey, for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE ACQUISITION OF EQUIPMENT FOR THE FIRE DEPARTMENT IN THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY; APPROPRIATING THE SUM OF \$800,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE CITY OF HOBOKEN, COUNTY OF HUDSON, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$665,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants/ Other Funds</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Acquisition of Equipment for the Fire Department including, but not limited to, a Fire Rescue Pumper and a 1500 GPM Attack Pumper, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$800,000	\$35,000	\$100,000	\$665,000	10 years

Appropriation:	\$800,000
Bonds/Notes Authorized:	\$665,000
Grants/Other Funds Appropriated:	\$100,000
Section 20 Costs:	\$100,000
Useful Life:	10.00 years

JAMES J. FARINA, RMC, City Clerk

This Notice is published pursuant to *N.J.S.A.* 40A:2-17.

INTRODUCED BY: _____

SECONDED BY: _____

**CITY OF HOBOKEN
RESOLUTION NO. _____**

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

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

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

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

WHEREAS, certification of funds is available as follows:

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

Signed: _____, George DeStefano, CFO

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

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

- may be made without the prior written consent of both parties.
3. Any change orders which shall become necessary shall be subject to the City's ability to appropriate sufficient funds, which appropriation shall be at the sole discretion of the City Council.
 4. The Council hereby authorizes the Mayor, or her designee to execute any and all documents and take any and all actions necessary to complete and realize the intent and purpose of this resolution.
 5. The Mayor, or her designee is hereby authorized to execute an agreement, for the above referenced goods and/or services based upon the following information:

SUBURBAN CONSULTING ENGINEERS INC.

Meeting Date: March 2, 2016

APPROVED:

APPROVED AS TO FORM:

 Quentin Wiest
 Business Administrator

_____, Esq.
 Corporation Counsel

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



February 26, 2016

Revision B

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

City of Hoboken
94 Washington Street
Hoboken, New Jersey 07030

Attn: Stephen Marks
Business Administrator

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

Dear Mr. Marks:

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

Site Familiarity

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

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



Project Approach

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

Scope of Services

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

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

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

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



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

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

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



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

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

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



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

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

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

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

ADDITIONAL PROCEDURES BY THE PROJECT TEAM

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

MAINTAINING A FULLY FUNCTIONAL FACILITY DURING CONSTRUCTION

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

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



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

COST CONTROL, QUALITY CONTROL AND ESTIMATING

Control of Costs

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

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

Quality Control

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

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

RELATED CONSIDERATIONS

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

Quality Assurance/Quality Control

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



Fee Proposal

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

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

Fee Structure

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

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

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



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

Standard Contract Terms & Conditions

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

Termination of Contract

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

Hazardous Environmental Conditions

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

Ownership of Documents

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

Indemnification

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

Force Majeure

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



Dispute Resolution

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

Use of Electronic Media

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

Construction Phase Services

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

Opinions of Cost

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

Professional Responsibility

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



Right of Entry

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

Billing Schedule

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

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

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

Very truly yours,
SUBURBAN CONSULTING ENGINEERS, INC.

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

ACCEPTED THIS _____ day of _____, 2016.

BY: _____

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

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