

RESOLUTIONS ADOPTED BY CITY COUNCIL 3-22-16

R58-16 RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSIT 2016 SUMMER BEACH PROMOTION

R59-16 RESOLUTION AUTHORIZING CONTRACT FOR NURSING SERVICES FOR THE ADMINISTRATION OF HEALTH SERVICES FOR THE PUBLIC (VISITING NURSE ASSOCIATION HEALTH GROUP)

R60-16 RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT CLASS I OFFICERS FOR THE CITY OF LONG BRANCH

R61-16 RESOLUTION APPOINT SPECIAL LAW ENFORCEMENT CLASS I OFFICER FOR THE CITY OF LONG BRANCH

R62-16 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF CONVEYANCE TO HABITAT OF HUMANITY IN MONMOUTH COUNTY FOR 241 SEVENTH AVENUE, LONG BRANCH, NEW JERSEY, BLOCK 366, LOT 4

R63-16 RESOLUTION TO REFUND OVERPAYMENT OF 2016 TAXES (BLOCK 22.01 LOT 23, BLOCK 378, LOT 19)

R64-16 RESOLUTION 2016 EMERGENCY TEMPORARY APPROPRIATIONS

R65-16 RESOLUTION DESIGNATING PIER VILLAGE III URBAN RENEWAL COMPANY, LLC AS REDEVELOPER FOR PIER VILLAGE PHASE 3, SUBJECT TO EXECUTION OF A REDEVELOPMENT AGREEMENT

R66-16 RESOLUTION AUTHORIZING THE AWARD AND EXECUTION OF A CONTRACT FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATING TO PHASE II OF THE LONG BRANCH PIER WITH TDG-NJ PLANNING ARCHITECTURE URBAN DESIGN, INC.

R67-16 RESOLUTION APPROVAL PAYMENT OF BILLS

RESOLUTION AUTHORIZING THE CITY OF LONG BRANCH TO ENTER INTO AN AGREEMENT WITH NEW JERSEY TRANSIT CORPORATION FOR THE NEW JERSEY TRANSITS 2016 SUMMER BEACH PROMOTION

WHEREAS, New Jersey Transit participates with municipalities each year in the summer services promotion; and

WHEREAS, an agreement is hereby necessary between the New Jersey Transit Corporation and the City of Long Branch to enable the City of Long Branch to participate in New Jersey Transit's 2016 Summer Beach Promotion; and

WHEREAS, the summer services promotion is fully described in a letter agreement dated February 29, 2016, which includes a round trip train transportation and a special beach package. The participant, the City of Long Branch agrees to an adult admission fee of \$3.50 for individuals age 14 or over to participate in this program; the balance of the program is detailed in the February 29, 2016 agreement; and

WHEREAS, the City of Branch has been asked to execute a copy of the February 29, 2016 correspondence of the New Jersey Transit, as an agreement, which the City of Long Branch believes that it is in the best interest of the citizens of the City of Long Branch; and

WHEREAS, the City of Long Branch has previously participated in the New Jersey Transit's Summer Services Program for years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same is hereby authorized to execute the February 29, 2016 letter agreement with New Jersey Transit for the New Jersey Transit's 2016 Summer Beach Promotion.

MOVED: Pallone
SECONDED: Bastelli

AYES: 5

NAYS: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2/29/16

IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 2/29/16 DAY OF February 2016



Chris Christie, Governor
Kim Guadagno, Lieutenant Governor
Richard T. Hammer, Acting Commissioner
Dennis J. Martin, Interim Executive Director



February 29, 2016

Honorable Adam Schneider
Mayor, City of Long Branch
344 Broadway
Long Branch, NJ 07740

Dear Mayor Schneider:

This letter will serve as an agreement between New Jersey Transit Corporation ("NJ TRANSIT") and Long Branch with regard to NJ TRANSIT's 2016 Beach Services Promotion (the "Beach Package"). This special admission Beach Package will include round-trip rail transportation and a special beach admission ticket. The Beach Package will be valid on Saturday, May 28 through Monday, September 5, 2016 (the "Partnership Period"). This Agreement is made for good and valuable consideration and is subject to the following terms of conditions.

EXHIBIT A, "GLOSSARY OF TERMS" attached hereto and incorporated herein, defines the terminology found within the Agreement. Words in bold indicate the first use of the defined terms within the Agreement.

NJ TRANSIT:

- Agrees to offer the Beach Package to NJ TRANSIT customers and employees, which includes round-trip rail transportation and a special beach admission ticket for the Partnership Period.
- Agrees to sell the Beach Package at select NJ TRANSIT rail stations and ticket vending machines for the Partnership Period. The stations are: New York and Newark Penn Stations, Hoboken Terminal, and Secaucus Junction. Beach Packages may also be purchased at ticket vending machines along the Main/Bergen County Line or Pascack Valley Line (not Metro-North stations) or at the ticket windows at Radburn, Ridgewood, Ramsey, and Suffern rail stations.
- Create and post a **Deals & Discounts** button located on the Deals & Discounts page at njtransit.com. Customers that click on the button will link to the Summer Services 2016 promotional page at njtransit.com where information pertaining to the Beach Package will reside during the Partnership Period.

- Create and post a promotional page on **@Transit**, NJ TRANSIT's Employee Intranet so employees can review the Beach Package offered during the Partnership Period.
- Draft a **10-second message** to be aired on the NJ TRANSIT Transit Information Center on-hold line (973-275-5555) on a rotating basis, promoting Long Branch and the Beach Package during the Partnership Period. Customers to hear the 10-second message a maximum of one time per call, depending on the length of the script and where the script begins when the customer is placed on hold by NJ TRANSIT's Transit Information Center.
- Include an article in NJ TRANSIT's **FYI Publication** listing Long Branch and the Beach Package. The FYI Publication is placed on light rail and rail vehicle seats and in bus timetable holders systemwide amounting to a distribution of approximately 125,000 pieces in the late May/June Issue of FYI.
- Tweet the Beach Package promotion to NJ TRANSIT followers on Twitter one (1) time during the Partnership Period. NJ TRANSIT has approximately 51,291 Facebook and 105,291 Twitter followers.
- Include Long Branch and the Beach Package on **NJTV** (NJ TRANSIT's in-house television monitors for employee news) located at NJ TRANSIT's Newark Headquarters, Maplewood's General Office Building, the Ferry Street Employee Training Center, and Howell, Wayne, Orange, Big Tree, Fairview, Greenville, Hamilton, Ironbound, Meadowlands, Oradell, Egg Harbor, Washington Township, and Walter Rand bus garages. The promotional message appears once every four minutes for approximately one week. NJ TRANSIT to design the slide for NJTV.
- Include Long Branch and the Beach Package information within the NJ TRANSIT Summer Services 2016 campaign, which will include, but will not be limited to **eblasts**, **Internet ads** and print materials for such **components** as panel cards, interior bus and light rail posters and exterior bus posters. Quantities and ad rotation schedules to be determined, but will be at the sole discretion of NJ TRANSIT.
- Verify each Long Branch Beach Package ticket submitted by Long Branch and reimburse Long Branch at the rate of three dollars and fifty cents (\$3.50) for each whole, verified Long Branch ticket received with the invoice, redeemed by NJ TRANSIT customers during the Partnership Period.

LONG BRANCH:

- Agrees to offer a three dollar and fifty cents (\$3.50) adult admission fee for individuals twelve (12) years or older for the 2016 beach season when they present the ticket obtained by purchasing the Beach Package from rail ticket

agents or TVMs. Children 12 years old or under will be admitted free of charge as per Long Branch current admission fee.

- Provide NJ TRANSIT with Long Branch logo in jpeg format so that NJ TRANSIT can create the Deals & Discounts and @Transit pages.
- Agrees to post NJ TRANSIT logo and service information to Long Branch on (what section of the website?) of long-branch.net with a hyperlink to njtransit.com.
- Agrees to submit the collected Long Branch tickets together with an invoice to NJ TRANSIT, Marketing & Business Development – Regina Mendes-Doman, Marketing & Business Development Coordinator, One Penn Plaza East, Newark, NJ 07105-2246 for reimbursement of three dollars and fifty cents (\$3.50) per ticket by NJ TRANSIT at the end of the Partnership Period. Long Branch will only be reimbursed for the number of valid tickets received by NJ TRANSIT.

Additional Terms & Conditions:

1. Upon any breach of this Agreement by Long Branch, or any failure by Long Branch to satisfy and strictly comply with the terms and conditions of this Agreement, NJ TRANSIT will automatically and immediately have the right to terminate this Agreement without prior notice to Long Branch.
2. NJ TRANSIT may terminate this Agreement without any liability to Long Branch without cause and for convenience upon thirty (30) days written notice to Long Branch.
3. Long Branch shall indemnify, keep and save harmless the State of New Jersey and NJ TRANSIT, their subsidiaries, successors, assigns, agents, employees, servants and officials, and each and every one of them, against all claims, just or unjust, made against the State of New Jersey, NJ TRANSIT, or Long Branch, their subsidiaries, successors, assigns, agents, employees, servants or officials on account of injuries, death, losses of any kind whatsoever, damages, suits, liabilities, judgments, claims for infringement of patent, trademark or copyright, and all costs and expenses which may in any way accrue against the State of New Jersey, NJ TRANSIT, their subsidiaries, successors, assigns, agents, employees, servants, and officials in consequence of the entering into this Agreement or which may in any way result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligence, acts or omissions of the State of New Jersey, NJ TRANSIT, or Long Branch, its subsidiaries, successors, assigns, agents, employees, servants and officials, or of other persons. Further, Long Branch shall appear, defend and pay, at its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the State of New Jersey, NJ TRANSIT, their subsidiaries, successors, assigns, agents,

employees, servants and officials, in any such action, Long Branch shall, at its own expense, satisfy and discharge the same.

4. Long Branch agrees to hold NJ TRANSIT harmless from any and all suits, claims, demands and damages of any kind or nature arising out of Long Branch's involvement in this Agreement. This obligation is subject to the New Jersey Tort and Contractual Liabilities Act.
5. No advertisements or promotional materials provided by NJ TRANSIT shall be modified, abbreviated, altered or amended, nor shall any derivative works be created, without the express written consent of NJ TRANSIT in each instance. All such advertisements and promotional materials, as well as trade names, trademarks, logos, slogans and all other intellectual property of NJ TRANSIT shall be and remain the sole property of NJ TRANSIT and shall not be modified, altered, edited, published, displayed or incorporated into any other works by Long Branch or any of its agents, employees, licensees or contractors, except as expressly authorized and approved in writing by NJ TRANSIT.
6. NJ TRANSIT shall not be responsible for Long Branch's failure to honor its advertised discount.
7. This Agreement may not be assigned or transferred without the prior written consent of NJ TRANSIT.
8. The content for each of the components included within this Agreement are to promote the availability of Beach Packages at Long Branch to NJ TRANSIT customers and employees. The components are to include NJ TRANSIT's logo and url (NJ TRANSIT must always appear in capital letters except when noting the website, njtransit.com). Long Branch is responsible for the design/creative and production of materials. NJ TRANSIT to review and approve all components prior to production and execution.
9. NJ TRANSIT and Long Branch are responsible to ensure that their respective components are met and executed prior to the end of the Agreement Term.
10. This contract embodies the entire agreement between the parties. If any provision is held to be invalid, it shall be considered deleted and shall not invalidate the remaining provisions.
11. No term of the Agreement may be changed without the prior written consent of both parties.
12. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

13. NJ TRANSIT and Long Branch agree that the individuals executing this agreement have the authority to legally bind the respective parties.

If you are in agreement with all of the above terms, please indicate your concurrence by signing below and returning the agreement to my attention. I will send a fully executed copy back to you. We look forward to making this a successful and mutually rewarding promotion.

Regina Mendes-Doman
Marketing & Business Development Coordinator
973-491-8297

Agreed to on the _____ day of _____, 2016.

NEW JERSEY TRANSIT CORPORATION LONG BRANCH

By: _____
Penelope Bassett Date
Assistant Executive Director
Communications & Customer Service

By: _____
Honorable Adam Schneider Date
Mayor, City of Long Branch

This agreement has been approved as to form

John J. Hoffman
ACTING ATTORNEY GENERAL OF NEW JERSEY

By: _____
Deputy Attorney General Date

EXHIBIT A

GLOSSARY OF TERMS

- **MEDIA SPACE:** Specific locations identified on-board trains, buses, light rail vehicles, station platforms, station monitors, and on njtransit.com where a partner's message is posted so that it can be viewed by NJ TRANSIT customers.
- **MARKETING PROMOTIONAL PIECE:** A flyer or brochure that is placed on passenger seats of NJ TRANSIT's trains, buses, light rail vehicles, and/or made available in NJ TRANSIT stations, terminals and customer service locations to promote a service, product or program.
- **CUSTOMER INCENTIVE:** An exclusive offer made available to NJ TRANSIT customers.
- **EMPLOYEE INCENTIVE:** An exclusive offer made available to NJ TRANSIT employees.
- **MATERIAL PACKING & DELIVERY SPECIFICATONS:** Packing and delivery instructions prepared by NJ TRANSIT to ensure that partners follow NJ TRANSIT's requirements regarding the handlings and distribution of promotional materials onboard NJ TRANSIT equipment.
- **STATION STORMING:** Engaging and interacting with NJ TRANSIT customers at NJ TRANSIT train, light rail or bus stations or terminals by speaking with customers directly and/or providing them with promotional materials and/or product samples.
- **STREET TEAM:** Individuals who receive permission from NJ TRANSIT to distribute promotional materials and/or product samples at NJ TRANSIT stations and terminals to NJ TRANSIT customers.
- **DIGITAL AD SPOTS:** Advertising on digital monitors located in NJ TRANSIT stations and terminals.
- **ROTATING WEB AD:** Advertisements on the njtransit.com homepage marquee that rotate approximately every five seconds. There are approximately five to eight ads rotating at any given time.

- **RAIL, BUS & LIGHT RAIL INTERIOR CAR CARDS “POSTERS”:** Printed promotional message created by the partner to be placed onboard trains, buses and light rail vehicles so they can be viewed by NJ TRANSIT customers while riding NJ TRANSIT.
- **DEALS & DISCOUNTS:** Discounts offered exclusively to NJ TRANSIT customers and accessible on the Deals & Discounts page located on njtransit.com.
- **@TRANSIT:** The name given to the NJ TRANSIT employee Intranet site where discounts are accessible exclusively to NJ TRANSIT employees.
- **10-SECOND MESSAGE:** Approximate length of a pre-recorded, on-hold promotional message for NJ TRANSIT customers while they are waiting for transit information on our (973) 275-5555 information line. NJ TRANSIT customers listen to messages while waiting to be assisted by a NJ TRANSIT representative.
- **E-BLAST:** A promotional message sent electronically via email to NJ TRANSIT customers.
- **CUSTOMER REGISTRANTS:** Database of NJ TRANSIT customers who have expressed an interest in receiving promotional information from NJ TRANSIT.
- **SOCIAL MEDIA:** Posts on the company's Facebook and Twitter pages (NJ TRANSIT's Facebook, facebook.com/njtransit and Twitter, twitter.com/njtransit) that communicate the customer incentive.
- **FYI PUBLICATION:** NJ TRANSIT customer newsletter distributed systemwide to all rail, bus and light rail customers on a bi-monthly basis. Copies of FYI are placed on light rail and rail equipment seats and in bus timetable holders systemwide amounting to a distribution of approximately 125,000 pieces.
- **NJTV:** NJ TRANSIT's in-house television monitors for employee news and promotional information located at NJ TRANSIT's Newark Headquarters, Maplewood's General Office Building, the Ferry Street Employee Training Center, and Howell, Wayne, Orange, Big Tree, Fairview, Greenville, Hamilton, Ironbound, Meadowlands, Oradell, Egg Harbor, Washington Township, and Walter Rand bus garages.
- **INTERNET ADS:** Ads placed on the internet to encourage non-NJ TRANSIT customers to ride NJ TRANSIT.

- **COMPONENTS:** Each of the deliverables identified herein with a small check-off box under the NJ TRANSIT and Partner headings that are in this Agreement.
- **E-BLAST HEADER & FOOTER:** Design which frames the promotional message to be sent electronically via email to NJ TRANSIT registrants.

RESOLUTION AUTHORIZING CONTRACT
FOR NURSING SERVICES FOR THE
ADMINISTRATION OF HEALTH SERVICES FOR THE PUBLIC

WHEREAS, at the recommendation of the City's Business Administrator there is a need to enter into a contract with the Visiting Nurse Association Health Group 176 Riverside Avenue, Red Bank, New Jersey 07701 for the purpose of administering Health Services to the public and;

WHEREAS, the City has chosen to use the traditional method of contracting rather than publicly advertising for sealed proposals for this contract and; therefore pursuant to N.J.S.A. 19:44A-20.4 et seq., the following documents have been submitted and annexed hereto with regard to the contract at issue.

1. Visiting Nurse Association Health Group, in accordance with PL2004 has completed and submitted the Business Entity Disclosure Certification, annexed hereto, certifying that it has not made and will not make, any reportable contributions that would bar the award of contract.
2. Visiting Nurse Association Health Group has completed, and Submitted to the City, the C. 271 Political Contribution Disclosure Form.
3. In executing the contract documents, Visiting Nurse Association Health Group has certified that it complies with the City's Ordinance # 18-05 and has not given any political contributions that would bar the award of contract.

WHEREAS, the Chief Financial Officer of the City of Long Branch has certified in accordance with the Certification of Funds Form attached hereto, that availability of funds for this contract are found in appropriation # 6-01-071-213 for an amount of \$3,352.00 **with continuation of this contract contingent upon provision of additional funds through appropriation transfer, emergency appropriation, and/or provision of adequate funds in the 2016 budget**

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Long Branch hereby authorizing a contract with the Visiting Nurse Association Health Group to provide registered nurses to administer health services to the public not to exceed amount of \$ 12,768.00

BE IT FURTHER RESOLVED, that the Mayor and Clerk are hereby authorized to execute any and all necessary documents pursuant to said agreement.

BE IT FURTHER RESOLVED, that a notice of award of this contract shall be advertised as required by law.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
TOWN OF LONG BRANCH
RAY L. SCHWIE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF THE
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-27-06
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 27TH DAY OF MARCH, 2006

MUNICIPAL CLERK, R.M.C.

**CITY OF LONG BRANCH
OFFICE OF THE FINANCE DIRECTOR
344 BROADWAY
LONG BRANCH, NJ 07740**

CERTIFICATION OF CHIEF FINANCIAL OFFICER

As the Chief Financial Officer of the City of Long Branch, I certify that funds are available for award of the following contracts/agreements:

CONTRACT TO PROVIDE NURSING SERVICES FOR THE PUBLIC

Said contract being made as follows:

VISITING NURSES ASSOCIATION OF CENTRAL JERSEY \$12,768.00

Said funds being available in the form of:

**#6-01-071-213, \$3,352.00 * CONTINUATION OF THIS CONTRACT IS
CONTINGENT UPON PROVISION OF ADDITIONAL FUNDS BY
APPROPRIATION TRANSFER, EMERGENCY APPROPRIATION, AND
PROVISION OF ADEQUATE FUNDS IN THE 2016 ADOPTED AND FUTURE
BUDGETS.**



Michael Martin
Chief Financial Officer

3/7/16

Date

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made as of the 1st day of January 2016, by and between Visiting Nurse Association of Central Jersey, Inc. ("VNACJ") and Long Branch Health Department ("Business Associate"). This Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of VNACJ ("Protected Health Information"), will be handled between Business Associate and VNACJ and with third parties during the term of their Agreement and after its termination.

RECITALS

WHEREAS, VNACJ and Business Associate are parties to an agreement dated January 1, 2016 for the provision of services (the "Agreement"); and

WHEREAS, both VNACJ and Business Associate are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Regulation") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

NOW, THEREFORE, the Parties mutually agree as follows:

A. Permitted Uses and Disclosures of Protected Health Information. Pursuant to the terms of the Services Agreement, Business Associate provides services for VNACJ that may involve the use and disclosure of Protected Health Information. Except as otherwise limited in this Agreement, Business Associate may:

1. use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, VNACJ as specified in the Services Agreement provided that such use or disclosure would not violate the Privacy Rule if done by VNACJ.
2. use the Protected Health Information in his possession for his proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are required or permitted under state and federal laws, and provided that such Protected Health Information will be held confidentially and used only as required by law or for the purpose for which it was disclosed;
3. use Protected Health Information to provide Data Aggregation services to VNACJ as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

B. Responsibilities of Business Associate. Unless otherwise limited herein, Business Associate shall:

1. use or disclose information no further than is permitted or required by this Agreement or required by law, and use appropriate safeguards to prevent use or disclosure of information other than as provided by this Agreement;
2. report to VNACJ any use or disclosure of the information other than as permitted or required by this Agreement or required by law;

3. make available protected health information in accordance with 45 C.F.R. § 164.524;
4. make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 C.F.R. 164.526, and make information available to provide an accounting of disclosures pursuant to 45 C.F.R. 164.528;
5. ensure that any agents or subcontractors of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to Protected Health Information;
6. make his internal practices, books and records available to the Secretary of Health and Human Services for purposes of determining VNACJ's compliance with the Privacy Rule, subject to attorney-client and other applicable legal privileges, and provide access to Protected Health Information in a Designated Record Set, to VNACJ or, as directed by VNACJ, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524;
7. upon prior written request, time and manner designated by VNACJ, make available all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information to VNACJ for purposes of enabling VNACJ to determine the Company's compliance with the terms of this Agreement.

C. Responsibilities of VNACJ With regard to the use and/or disclosure of Protected Health Information by the company, VNACJ hereby agrees:

1. to inform Business Associate of any changes in the form of notice of privacy practices (the "Notice") that VNACJ provides to individuals pursuant to 45 C.F.R. § 164.520, and provide Business Associate a copy of the Notice currently in use.
2. to inform Business Associate of any changes in, or withdrawal of, the consent or authorization provided to VNACJ by individuals pursuant to 45 C.F.R. § 164.506 or § 164.508.
3. to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of VNACJ under 45 C.F.R. §§ 160 and 164 that may impact in any manner the use and/or disclosure of Protected Health Information by Business Associate under this Agreement, including, but not limited to, restrictions on use and/or disclosure of Protected Health Information as provided for in 45 C.F.R. § 164.522 agreed to by VNACJ.

D. Term and Termination

1. **Responsibilities of Business Associate Upon the Termination of the Services Agreement:**
 - a. Upon the termination of the Services Agreement, Business Associate agrees to return or destroy all Protected Health Information pursuant to 45 C.F.R. § 164.504(e)(2)(I), if it is feasible to do so. Prior to doing so, Business Associate further agrees to recover any Protected Health Information in the possession of its subcontractors or agents.
 - b. If it is not feasible for Business Associate to return or destroy said Protected Health Information upon the termination of the Services Agreement, Business Associate will

notify VNACJ in writing. Said notification shall include: (i) a statement that Business Associate has determined that it is infeasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. Business Associate agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

- c. If it is infeasible for Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent upon the termination of the Services Agreement, Business Associate will provide a written explanation to VNACJ and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of the Services Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the Protected Health Information infeasible.

2. **Term.** The Term of this Agreement shall be effective as of the date hereof. This Agreement shall terminate (1) when all of the Protected Health Information provided by VNACJ to Business Associate, or created or received by Business Associate on behalf of VNACJ, is destroyed or returned to VNACJ, or (2) if it is infeasible to return or destroy Protected health Information, protections are extended to such information, in accordance with Section D(1) of this Agreement.
3. **Termination of Services Agreement for Cause.** The following termination provisions shall apply in addition to the termination provisions specified in the Services Agreement:
 - a. Upon VNACJ's knowledge of a material breach of this Agreement by Business Associate, VNACJ shall, upon written notice to Business Associate, provide Business Associate thirty (30) days to cure the breach. If such breach is not cured within said thirty (30) days, VNACJ may thereafter terminate (i) this Agreement and (ii) the Agreement.
 - b. If neither termination nor cure are feasible, VNACJ shall report the violation to the Secretary.

E. Indemnification

1. The Parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce, each of the foregoing hereinafter referred to as "indemnified party," against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this Agreement or of any warranty hereunder or from any negligence or wrongful acts or omissions, including failure to perform its obligations under the Privacy Regulation, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly,

on demand, the indemnifying party shall reimburse any indemnified party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party which results from the indemnifying party's breach hereunder. The Parties' obligation to indemnify any indemnified party shall survive the expiration or termination of this Agreement for any reason.

F. Definitions and References

1. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
2. **Privacy Rule.** Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. §§ 160 and Part 164, subparts A and E.
3. **Protected Health Information.** Protected Health Information shall have the same meaning as the term protected health information in 45 C.F.R. § 164.501 limited to the information created or received by Company from or on behalf of VNACJ. As defined in 45 C.F.R. § 164.501 Protected Health Information means "individually identifiable health information," including electronic records, paper records and oral communications. Individually Identifiable Information includes information, including demographic information, collected from an individual and: (1) is created or received by a health care provider, health plan, employer or health care clearing house; and (2) relates to the past, present, or future payment for the provision of health care to an individual; and either identifies the individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
4. **Secretary.** Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
5. **Designated Record Set.** Designated Record Set shall have the meaning set out in its definition at 45 C.F.R. § 164.501, as such provision is currently drafted and as it is subsequently updated, amended, or revised.

Long Branch

Visiting Nurse Association of Central Jersey

Adam Schneider
(Print)

Steven Landers, MD, MPH

By: _____

By: _____

Title: MAYOR

Title: President & CEO

Date: _____

Date: _____

P.L. 1975, c. 127
MANDATORY AFFIRMATIVE ACTION LANGUAGE
PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS
(N.J.A.C. 17:27-3.4)

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of the nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex.

The contractor or subcontractor, where applicable; will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Public Agency Compliance Officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, N.J.S.A. 10:5-31, et seq. as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing all recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital

status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable federal law and applicable federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to N.J.A.C. 17:27-10.1, et seq.

To: Visiting Nurse Association of Central Jersey, Inc.

I certify that the above information is correct to the best of my knowledge.

Name of Contractor: Long Branch

Signature: _____

Printed Name: Adam Schneider

Title: MAYOR

Date: _____

VISITING NURSE ASSOCIATION OF CENTRAL JERSEY, INC

AGREEMENT FOR THE PROVISION OF HEALTH SERVICES

THIS AGREEMENT is made this 1st day of January 2016, by and between Long Branch Health Department ("Municipality"), a municipal corporation of the State of New Jersey, and Visiting Nurse Association of Central Jersey, Inc., at 176 Riverside Avenue, Red Bank, New Jersey 07701 ("VNA").

WHEREAS, VNA is a non-profit corporation organized under the laws of New Jersey, and is licensed to provide certain public health services, including public health nursing services, which meet the standards of practice prescribed by the New Jersey State Department of Health and Public Law S-130, Chapter 329; and

WHEREAS, MUNICIPALITY desires to engage the services of VNA to furnish public health services as hereinafter described, which services VNA is willing to provide for the consideration hereinafter set forth;

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

- I. Term. VNA agrees to furnish the public health services hereinafter described for the period of January 1, 2016 through December 31, 2016, subject to the termination provisions set forth below (the "Term").
- II. Services. The services to be provided by VNA pursuant to this Agreement are set forth on Schedule "A", which is attached hereto and made a part hereof (the "Services"). For all Services, VNA acknowledges and agrees that:
 - a. Administration and supervision of the Services will be in accordance with minimum standards including the maintenance of individual service records, collaboration with the appropriate Municipality health officers, provision of orientation and continuing education/inservice to the professional staff and provision of annual service reports.
 - b. Health promotion and public health nursing services set forth on Schedule "A" may be rendered upon request of the patient, provided physician orders are first obtained, if appropriate.
 - c. VNA will provide an emergency telephone referral service beyond primary service hours. Licensure.
 - d. VNA is certified as a Medicare provider under Title XVIII of the Social Security Act and as a Medicaid provider under Title XIX of the Social Security Act. It represents that it possesses all federal, state and local licenses and permits

material to and necessary in the provision of the Services. Such licenses and permits are in full force and effect, no violations are or have been recorded in respect of any such licenses or permits, and no proceeding is pending or, to the knowledge of VNA, threatened to revoke or limit any certification, license or permit. Upon request, VNA shall furnish true and complete copies of any of the aforementioned certifications, licenses or permits.

- III. Cost. Municipality agrees to pay to VNA the amount set forth on Schedule "B", which is attached hereto and made a part hereof.
- IV. Notice. All communications from VNA to the MUNICIPALITY shall be directed to the attention of Borough Administrator. All contract communications to VNA from the MUNICIPALITY should be directed to: Chief External Affairs Officer. Reports. VNA shall provide an annual report of Services performed pursuant to this agreement.
- VI. Right to Audit. The licensed Health Officer and/or municipal auditor of said MUNICIPALITY may review, upon written request, addresses of residents of the MUNICIPALITY served by VNA and the annual audit and financial accounts of VNA as they pertain to this Agreement upon reasonable notice to VNA and during regular business hours at VNA, 176 Riverside Avenue, Red Bank, New Jersey 07701.
- VII. Insurances and Indemnification.
 - a. VNA shall maintain professional liability insurance and other appropriate insurance coverage covering acts or omissions by VNA personnel, with coverage of at least one million dollars (\$1,000,000) per incident, and three million dollars (\$3,000,000) in the aggregate, and workers' compensation insurance and unemployment compensation for VNA personnel as statutorily required. VNA shall provide certificates of insurance evidencing the above coverage upon request.
 - b. Each party shall defend, indemnify and hold harmless the other, including its officers, employees and agents, from and against any and all liability, loss, expense, (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of that party, its officers, employees, or agents.
- VIII. Nothing contained herein shall prevent VNA from continuing its practice of charging for services to those financially able to pay in order to seek reimbursement for the Services provided.
- IX. Confidentiality. VNA AND MUNICIPALITY each hereby agree to use or disclose Protected Health Information only as permitted or required by this Agreement or as otherwise required by state or federal law. MUNICIPALITY further certifies that its

Health Department is a public authority as defined by 45 CFR(s) 164.501 ("HIPAA") authorized by law to collect or receive protected health information for the public health activities described in this Agreement.

- X. Termination and Right to Cure. Either party may terminate this Agreement without cause by giving the other party three (3) months' written notice. If a Party wishes to terminate this Agreement for cause, it must provide a written notice of intent to terminate to the party in breach or default, which writing must specify the breach or default with sufficient particularity. The party receiving such notice shall have fifteen (15) days to respond to the notice with an acceptable plan of correction to cure such breach or default, which plan must be effectuated no later than thirty (30) days from receipt of said notice.
- XI. Authority. Municipality represents that the person executing this Agreement has the requisite authority to enter into agreements on behalf of the Municipality, and that the Municipality agrees to be bound by the terms of this Agreement.
- XII. Relationship of the Parties. Nothing in this Agreement shall be construed to constitute either party a partner, employee or agent of the other, nor shall either party have authority to bind the other in any respect, it being intended that each shall remain an independent contractor solely responsible for its own actions. No employee or agent of one party hereto shall be considered an employee or agent of the other party.
- XIII. Severability. If any part of any provision of this Agreement or any other Agreement, document or writing given pursuant to or in connection with this Agreement shall be invalid or unenforceable under applicable law, said part shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement.
- XIV. This Agreement shall not be amended, altered, or modified, except by an instrument in writing duly executed by the parties hereto.
- XV. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral and written agreements, commitments or understandings with respect to the matters provided for herein.
- XVI. Headings. Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.
- XVII. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the law of the state of New Jersey (but not including the choice of law rules thereof).

XVIII. Non-Exclusivity. Concurrently with the term of this Agreement, either party may enter into contracts with one or more other entities for the provision of the Services.

WITNESS WHEREOF, the said parties hereunto interchangeably set their hands or caused these presents to be signed by their corporate officers.

Visiting Nurse Association of Central Jersey, Inc.

Steven Landers, MD, MPH

President & CEO

Date: _____

For the Long Branch

Adam Schneider, Mayor _____

Print Name and Title

Signature

Date: _____

SCHEDULE A

The following Public Health services (the "Services") are available from VNA. VNA shall provide the Services denoted by a check mark:

Health promotion for infants and preschool children of limited income families. This includes:

- Health supervision for infants, preschool children and their parents including physical, emotional, nutritional, and cognitive development.
- Primary health care services, which include comprehensive preventative health care of infants and preschool children based upon the current New Jersey Department of Health's publication, "The Child Health Conference".
- Maintaining an information service and referral procedure to encourage physicians, hospitals, and social agencies to refer appropriate cases to primary care services provided by the Public Health Nursing Agency.

Detection and control of lead poisoning in children. This shall include:

- Conducting a follow-up program which would include parental instruction regarding the seriousness of repeated exposure to lead and referral of positive cases to medical management.
- Coordinating the management of appropriate cases with medical and/or hospital care, health department, follow-up screenings, and nursing care.
- Providing for consultative services with the nutritionist, health educator, social worker, or other professionals as required.

Provide for home visits by public health nurses as follow-up to educational needs and health management problems identified such as: at-risk, impaired, neglectful, or abusive parenting, or failure to thrive, lead poisoning or developmental delays.

Reduction of infant mortality/morbidity by improving pregnancy outcome as per minimum standards including:

- Provide public health nursing services to include pregnancy monitoring, pregnancy counseling and education, as well as assessment/screening for the development of high-risk factors.
- Provide case management for pregnant clients to ensure optimum use of prenatal services and to ensure referral to other services as needed such as high-risk clinic, WIC, teen services, Medicaid, family planning and Family Care.
- Promote the entry into prenatal care within the first trimester.

- Establish/maintain community liaisons to provide outreach and education about available services, including high-risk women and adolescents.
- Provide screening/follow-up screening for inborn errors of metabolism as referred by hospitals, New Jersey State Health Department or physician.

Assist in the prevention/control of communicable disease by:

- Provide nursing services for referral and follow-up of reportable disease including sexually transmitted diseases in cooperation with the local health officer.
- Provide, through primary care services, for primary and booster immunization.
- Provide immunization referrals for children of school age who are deficient.
- Maintain individual patient information and consent forms as per minimum standards and New Jersey State Health Department immunization guidelines.

Provide nursing services to assist in the control of Tuberculosis and in cooperation with the Monmouth County Tuberculosis Control Center to include:

- TB testing (group or individual)
- Base finding
- Follow-up of contacts of active tuberculosis
- Referral of positive contact to Monmouth County Tuberculosis Control Center
- Provide nursing surveillance of clients on chemotherapy
- Collaborate with Monmouth County Tuberculosis Control Center in the case management of the above cases.

Establish and maintain collaboration and participation with local municipal health departments, county health departments and offices of emergency management regarding all hazards emergency preparedness activities. Ensure VNA staff all- hazards emergency preparedness qualifications through current on-going internal, county and statewide training.

Home health services shall be provided to those unable to pay any portion of the VNA regular fee. Such services may include:

- Nursing service for the sick under doctor's orders
- Nutritional counseling
- PT, ST, OT evaluation
- Social work evaluation
- Family health counseling services
- Instruction and guidance in caring for an ill family member

Provide community health education services on topics such as: Cancer detection and prevention, Osteoporosis, Diabetes or Heart Disease and assistance with assessment of community health needs.

Provide health promotion services for adolescents and their families to include school visits, home visits and primary care visits.

Provide Family Care outreach and enrollment activities to all age groups, specifically targeting families with young children and adolescents.

Signature _____

Steven Landers, MD, MPH
President & CEO
Visiting Nurse Association of Central Jersey, Inc.

Signature: _____

Adam Schneider, MAYOR
Print Name and Title
Long Branch

Date: _____

Date: _____

SCHEDULE B

1. Municipality shall pay to VNA the amount of \$12768 Dollars (\$12,768.00) for providing the Services identified on Schedule A. This amount shall be paid to VNA on a Quarterly basis.
2. VNA will notify Municipality when billing for chargeable Services to Municipality reaches the above amount. Municipality will then notify VNA to determine whether to continue such Services, or to cease them. If Services are to be continued, the parties agree to negotiate in good faith a fair market value for such additional Services.
3. Notwithstanding the payment named above, VNA is permitted to seek other or additional reimbursement for the Services from agencies, payors (including Medicare and Medicaid), grantors, insurance companies and other entities who may reimburse providers for such Services.

**RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT CLASS I
OFFICERS FOR THE CITY OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individuals as Special Law Enforcement Officers Class I :

Lawrence Rozenstuit
Quinn Schulhafter
Conner Mullan
Morgan Julian
Vincent Sanzone
Daniel Cunha
Karleigh Neidt
Ivan Guzman
Mark Yutko
Brandon Winston
Joseph Oneil
Michael Denino
Christopher Remedios
Kevin Cuje
Joseph Angelone
Andrew Smith

BE IT FURTHER RESOLVED, that the effective date of the appointments are March 22, 2016.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 1/29/16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 15th DAY OF MAY, 2016
Kathy L. Schmidt
MUNICIPAL CLERK, R.M.C.



**CITY OF LONG BRANCH
POLICE DEPARTMENT
344 Broadway
Long Branch, New Jersey 07740
(732) 222-1000**

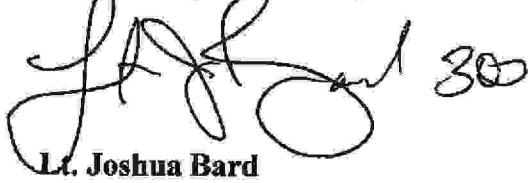
**TO: Kathy Schmelz
FROM: Joshua Bard
DATE: March 10, 2016
RE: Special Law Enforcement I Candidates**

We are currently in the process of hiring seasonal Special Law Enforcement Class I Officers. As per Monmouth County Police Academy Policy, all recruits must be approved by the governing body by means of a council resolution. I am requesting the following individuals be included in an Monmouth County Police Class I Academy Resolution. The academy begins May 11, 2016.

- 1 Rozenstuit, Lawrence
- 2 Schulhafter, Quinn
- 3 Mullan, Conner
- 4 Julian Morgan
- 5 Sanzone, Vincent
- 6 Cunha, Daniel
- 7 Neidt, Karleigh
- 8 Guzman, Ivan
- 9 Yutko, Mark
- 10 Winston, Brandon
- 11 Oneil, Joseph
- 12 Denino, Michael
- 13 Remedios, Christopher
- 14 Cuje, Kevin
- 15 Angelone, Joseph
- 16 Smith, Andrew

Thank you for your anticipated cooperation. Please feel free to contact me at extension #1300 with any questions or concerns.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Bard". To the right of the signature, the number "300" is handwritten. Below the signature, the text "Lt. Joshua Bard" is printed in a smaller font.

**RESOLUTION APPOINTING SPECIAL LAW ENFORCEMENT CLASS I
OFFICER FOR THE CITY OF LONG BRANCH**

BE IT RESOLVED by the City Council of the City of Long Branch that they hereby appoint the following individual as a Special Law Enforcement Officer Class I:

William Davies IV

BE IT FURTHER RESOLVED, that the effective date of the appointments are March 22, 2016.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMID, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-22-16
IN WITNESS WHEREOF, I HAVE HERETOUPON SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 23 day of March, 2016

MUNICIPAL CLERK, R.M.C.



**CITY OF LONG BRANCH
POLICE DEPARTMENT**
344 Broadway
Long Branch, New Jersey 07740
(732) 222-1000

TO: Kathy Schmelz
FROM: Joshua Bard
DATE: March 10, 2016
RE: Special Law Enforcement I Candidates

We are currently in the process of hiring seasonal Special Law Enforcement Class I Officers. As per Ocean County Police Academy Policy, all recruits must be approved by the governing body by means of a council resolution. I am requesting the following individuals be included in a Ocean County Police Class I Academy Resolution. The academy begins April 6, 2016.

1 Davies, William IV

Thank you for your anticipated cooperation. Please feel free to contact me at extension #1300 with any questions or concerns.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Bard".

Lt. Joshua Bard

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE DEED OF CONVEYANCE TO
HABITAT FOR HUMANITY IN MONMOUTH COUNTY FOR 241 SEVENTH AVENUE, LONG
BRANCH, NEW JERSEY, BLOCK 366, LOT 4**

WHEREAS, City of Long Branch authorized the Mayor of the City of Long Branch to enter into a contract between the City of Long Branch and Habitat for Humanity of Monmouth County for the sale of the premises known as 241 Seventh Avenue, Long Branch, New Jersey, Block 366, Lot 4, by Resolution No. 29-6 dated February 9, 2016; and

WHEREAS, the contract calls for the City of Long Branch to convey a deed from the City of Long Branch to Habitat for Humanity of Monmouth County; and

WHEREAS, Habitat for Humanity of Monmouth County is ready, willing and able to close on the property and begin the permitting process for the construction of single family home on 241 Seventh Avenue, Long Branch, New Jersey, Block 366, Lot 4; and

WHEREAS, said project is the best interest of the City and the citizens of the City of Long Branch; and

WHEREAS, the title company requires a resolution of the Council of the City of Long Branch authorizing the Mayor to execute the deed of conveyance on behalf of the City of Long Branch to Habitat for Humanity of Monmouth County; and

THEREFORE BE IT RESOLVED, that the Mayor of the City of Long Branch being in the same is hereby authorized to execute the Deed in the form annexed hereto and made a part hereof to Habitat for Humanity for conveyance of 241 Seventh Avenue, Long Branch, New Jersey, Lot 366, Lot 4.

MOVED: Pallone

SECONDED: Bastelli

AYES: 5

NAYES: 6

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHIELE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 2/27/16

IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 27th day of February, 2016

Kathy L. Schiele
MUNICIPAL CLERK, R.M.C.



State of New Jersey

Seller's Residency Certification/Exemption

(Please Print or Type)

SELLER(S) INFORMATION:Name(s) CITY OF LONG BRANCH, a Municipal Corporation of the State of NJCurrent Street Address 344 BroadwayCity, Town, Post Office Box Long BranchState NJ Zip Code 07740**PROPERTY INFORMATION:**Block(s) 366 Lot(s) 4

Qualifier

Street Address 241 Seventh AvenueCity, Town, Post Office Box Long BranchState NJ Zip Code 07740Seller's Percentage of Ownership 100%Total Consideration \$10.00Owner's Share of Consideration \$10.00

Closing Date

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Non-residents):

- Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
- The real property being sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
- Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
- The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
- The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
- Seller did not receive non-like kind property.
- The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
- The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller has agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
- The deed is dated prior to August 1, 2004, and was not previously recorded.
- The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
- The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
- The property transferred is a cemetery plot.
- The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER(S) DECLARATION:

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact
ADAM SCHNEIDER, Mayor, City of Long Branch

Date

Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

AFFIDAVIT OF TITLE

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.:

ADAM SCHNEIDER, Mayor of the City of Long Branch, a municipal corporation of the State of New Jersey, say(s) under oath:

1. **Representations.** If only one person signs this affidavit the words "we", "us" and "our" shall mean "I", "me" and "my". The statements made on behalf of the City of Long Branch (the "City") in this affidavit are true to the best of my knowledge, information and belief.
2. **Name, Age and Residence.** The City of Long Branch is a body politic, a municipal corporation of the State of New Jersey, which, since the date of incorporation, has never used any other name(s). The City of Long Branch is located at 344 Broadway, Long Branch, New Jersey 07740.
3. **Ownership and Possession.** We are the only owners of property located at 241 Seventh Avenue, Long Branch, New Jersey 07740, also known as Block 366, Lot 4 as shown on the Tax Map of the City of Long Branch, County of Monmouth and State of New Jersey, called "this property". We now convey this property to HABITAT FOR HUMANITY OF MONMOUTH COUNTY.

We are in sole possession of this property. There are no tenants or other occupants of this property. We have owned this property since March 14, 1995. Since the date on which the City acquired the property, no one has questioned the City's ownership or right to possession of the property.

4. **Improvements.** No additions, alterations or improvements are now being made or have been made to this property, which is now vacant land. All permits and approvals for any

demolition of any pre-existing structure(s) located on the property were obtained and all costs associated with said demolition has been paid in full by the City of Long Branch. No other building, addition, extension or alteration on this property has been made or worked on within the past four months. We are not aware that anyone has filed or intends to file a mechanic's lien or building contract relating to this property. No one has notified us that money is due and owing for construction, alteration or repair work on this property.

5. Liens or Encumbrances. We have not allowed any interests (legal rights) to be created which affects our ownership or use of this property. No other persons have legal rights in this property, other than those rights existing of record. There are no pending lawsuits or judgments against us or other legal obligations which may be enforced against this property. No bankruptcy or insolvency proceedings have been started by or against us. We have never been declared bankrupt.

There are no open mortgages of record existing against the subject property.

No one has any security interest in any personal property or fixtures on this property.

6. Exceptions. There are no exceptions to the above statements.

7. Authorization. The conveyance as described herein and authority for the Deponent's execution hereof has been duly authorized by the governing body of the City of Long Branch, pursuant with Resolution # _____, adopted by the City of Long Branch on _____, a copy of which is annexed hereto and made a part hereof by reference as "Exhibit A".

8. Reliance. We make this affidavit in order to induce the Buyer(s) to accept our deed. We are aware that Buyer(s) and their Mortgage Lender rely on our truthfulness and the statements made in this affidavit.

Signed and sworn to before me
on March _____, 2016

CITY OF LONG BRANCH,
a municipal corporation
of the State of New Jersey

By: _____

ADAM SCHNEIDER, Mayor

Municipal Clerk, City of Long Branch

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 88, P.L. 2006) (N.J.S.A. 48:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY } SS. County Municipal Code
COUNTY MONMOUTH } 1327

Municipality of Property Location: Long Branch

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) **PARTY OR LEGAL REPRESENTATIVE** (Instructions 3 and 5 attached)
Deponent, Adam Schneider (Name), being duly sworn according to law upon his/her oath deposes

and says that he/she is the Mayor in a deed dated _____
(Grantor, Legal Representative, Corporate Officer, Officer of the Co., Leasing Institution, etc.)
transferring real property identified as Block No. 366, Lot No. 4 located at
241 Seventh Avenue, Long Branch, New Jersey 07740 and annexed thereto.
(Street Address, Town)

(2) **CONSIDERATION: \$10.00** (Instructions 1 and 5) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 5A is required.

(3A) **REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:** (Instructions 5A and 7)

$$\text{Total Assessed Valuation} + \text{Director's Ratio} = \text{Equalized Assessed Valuation}$$

$$\$ + \% = \$$$

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) **FULL EXEMPTION FROM FEE:** (Instruction 8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail. **b) By or to the United States of America, this State, or any instrumentality, agency or subdivision.**

(5) **PARTIAL EXEMPTION FROM FEE:** (Instruction 9) NOTE: All boxes below apply to grantor(s) only. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

A. **SENIOR CITIZEN** (Instruction 9)

Grantor(s) 62 years of age or over*
 Owned and occupied by grantor(s) at time of sale
 One- or two-family residential premises

Resident of the State of New Jersey
 Owners as joint tenants must all qualify

B. **BLIND PERSON** (Instruction 9)

Grantor(s) legally blind*
 Owned and occupied by grantor(s) at time of sale
 One- or two-family residential premises
 Resident of the State of New Jersey
 Owners as joint tenants must all qualify
*** IN THE CASE OF HUSBAND AND WIFE OR STATUTORY PARTNER, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.**

DISABLED PERSON (Instruction 9)

Grantor(s) permanently and totally disabled*
 Grantor(s) receiving disability payments*
 Grantor(s) not gainfully employed*
 Owned and occupied by grantor(s) at time of sale
 One- or two-family residential premises
 Resident of the State of New Jersey
 Owners as joint tenants must all qualify

C. **LOW AND MODERATE INCOME HOUSING** (Instruction 9)

Affordable according to HUD standards
 Meets income requirements of region

Reserved for occupancy
 Subject to resale controls

(6) **NEW CONSTRUCTION** (Instructions 2, 10 and 12)

Entirely new improvement
 Not previously occupied
 Not previously used for any purpose "New Construction" printed clearly at top of the first page of the deed

(7) **RELATED LEGAL ENTITIES TO LEGAL ENTITIES** (Instructions 5, 12 and 14)

No prior mortgage assumed or to which property is subject at time of sale
 No contributions to capital by either grantor or grantee legal entity
 No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 88, P.L. 2006.

Subscribed and sworn to before me
this _____ day
of _____, 20____

Signature of Deponent

City of Long Branch

Grantor Name

c/o City of Long Branch, 344 Broadway
Long Branch, NJ 07740

344 Broadway

Deponent Address

Long Branch, NJ 07740

Grantor Address at Time of Sale

XXX-XX-X

Notary Public

When section 3A is completed, county recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller to:

State of New Jersey - Division of Taxation, P.O. Box 251, Trenton, NJ 08696-0251, Attention: Realty Transfer Fee Unit
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/lpt/localtax.htm.

FOR OFFICIAL USE ONLY

Last 3 digits in Grantor's Soc. Sec. No. _____
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

STATE OF NEW JERSEY

AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2000) (N.J.S.A. 46:16-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY } SS. County Municipal Code
COUNTY MONMOUTH } 1327

Municipality of Property Location: Long Branch

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

† Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (Instructions 5 and 6 attached)
Deponent, Adam Schneider, being duly sworn according to law upon his/her oath deposes

and says that he/she is the Mayor in a deed dated _____
(Grantor, Legal Representative, Corporate Officer, Officer of This Co., Lending Institution, etc.)
transferring real property identified as Block No. 366, Lot No. 4 located at
241 Seventh Avenue, Long Branch, New Jersey 07740 and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION: \$10.00 (Instructions 1 and 5) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A is required.

(3A) REQUIRED CALCULATION of Equalized Valuation for all Class 4A (Commercial) Property Transactions:
(Instructions 5A and 7)

$$\text{Total Assessed Valuation} \div \text{Director's Ratio} = \text{Equalized Assessed Valuation}$$

\$ _____ \div % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE: (Instruction 8)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 56, P.L. 2004, for the following reason(s). Mere reference to the exemption symbol is insufficient. Explain in detail. b1 By or to the United States of America, this State, or any instrumentality, agency or subdivision.

(5) PARTIAL EXEMPTION FROM FEE: (Instruction 9) NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from the State's portion of the Basic, Supplemental and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975; C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

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Resident of the State of New Jersey
 Owners as joint tenants must all qualify

B. BLIND PERSON (Instruction 9)

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 Owners as joint tenants must all qualify
*** IN THE CASE OF HUSBAND AND WIFE OR
STATUTORY PARTNER, ONLY ONE GRANTOR
NEED QUALIFY IF TENANTS BY THE ENTIRETY.**

Grantor(s) permanently and totally disabled*
 Grantor(s) receiving disability payments*
 Grantor(s) not gainfully employed*
 Owned and occupied by grantor(s) at time of sale
 One- or two-family residential premises
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 Owners as joint tenants must all qualify

C. LOW AND MODERATE INCOME HOUSING (Instruction 9)

Affordable according to HUD standards
 Meets income requirements of region

Reserved for occupancy.
 Subject to resale controls

(6) NEW CONSTRUCTION (Instructions 2, 10 and 12)

Entirely new improvement
 Not previously occupied
 Not previously used for any purpose "New Construction" printed clearly at top of the first page of the deed

(7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions 6, 12 and 14)

No prior mortgage assumed or to which property is subject at time of sale
 No contributions to capital by either grantor or grantee legal entity
 No stock or money exchanged by or between grantor or grantee legal entities

(8) Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2000.

Subscribed and sworn to before me
this _____ day
of _____, 20____

City of Long Branch

Signature of Deponent _____
c/o City of Long Branch, 344 Broadway
Long Branch, NJ 07740
Deponent Address _____
Grantor Address at Time of Sale _____

Notary Public

XXX-XX-X
Last 3 digits in Grantor's Soc. Sec. No.

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____
Deed Number _____
Deed Dated _____
County _____
Book _____
Page _____
Date Recorded _____

When section 3A is completed, county recording officers shall forward one copy of each Affidavit of Consideration for Use by Seller to:

State of New Jersey - Division of Taxation, P.O. Box 261, Trenton, NJ 08696-0261, Attention: Realty Transfer Fee Unit
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without the prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/ptf/lncaflax.htm.

R# 43-16

**RESOLUTION TO REFUND
OVERPAYMENT OF
2016 TAXES**

BE IT RESOLVED, by the City Council of the City of Long Branch, that upon the recommendation of the Tax Collector, a refund be made to the taxpayer(s) shown below due to an overpayment of 2016 taxes and,

NOW THEREFORE BE IT RESOLVED that the Finance Office is hereby authorized to issue an individual check(s) to the taxpayer(s) shown below and charge 2016 taxes in the amount of \$2,271.40.

BLOCK	LOT	QUAL.	OWNER	AMOUNT
22.01	23		CoreLogic RTS Account of: Tuells, David Attn: Refunds 1 Corelogic Drive, DFW 1-3 Westlake, TX 76262	\$1,348.87
378	19		Foundation Title, LLC Account of : Gaudious, Lisa 25 Sycamore Avenue Little Silver, NJ 07739	\$922.53

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
MUNICIPAL CLERK
OF LONG BRANCH

JOHN L. SIEGLE, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 1-13-16

IN WITNESS WHEREOF, I HAVE HEREBY SET
MY SEAL AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 13 DAY OF January 2016

John L. Siegle
MUNICIPAL CLERK, R.M.

R# 64-16

**RESOLUTION
2016 EMERGENCY TEMPORARY APPROPRIATIONS**

WHEREAS N.J.S.A.40A: 4-20 states that in addition to the temporary appropriations necessary for the period prior to the adoption of the budget and regular appropriations, the governing body may, by resolution adopted by a 2/3 vote of the full membership thereof, make emergency temporary appropriations for any purpose for which appropriations may lawfully be made for the period between the beginning of the fiscal year and the adoption of the budget for said year, and

WHEREAS the amount of such emergency appropriation shall be included under the correct heading in the budget as adopted, and;

WHEREAS there is a need to provide additional funds for most city departments due to extension of budget introduction and hearing schedules.

WHEREAS adequate provision for such funding was not made in the temporary budget.

WHEREAS the total emergency temporary resolutions adopted in the year 2016 pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A.40A:4-20) including the increase represented by this resolution total\$151,500.00 in addition to the original temporary budget adopted January 12, 2016 in the amount of \$13,604,471.63 for a total Year to Date temporary budget of \$25,232,894.63.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Long Branch (not less than 2/3 affirmatively concurring) that the items of appropriation appearing on the attached list be included in the temporary budget for the City for the year 2016, and that in accordance with the Statute such item of appropriation will be included in the 2016 budget as finally adopted.

BE IT FURTHER RESOLVED that two certified copies of this resolution be filed with the Director of the Division of Local Government Services.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHNEIDER, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 9-19-16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 20 DAY OF September 2016
Kathy L. Schneider
MUNICIPAL CLERK, P.M.C.

Budget Appropriations 2016

Emergency
Temporary
Budget Appropriations
3/22/2016

UEZ Marketing and Business Promotions

OE	\$ 58,500.00	Add Grant
----	--------------	-----------

Capital Improvement Line Items:

Beach Cabanas	\$ 27,000.00
Emergency Generator Annex Building	\$ 66,000.00

\$ 151,500.00

RESOLUTION DESIGNATING PIER VILLAGE III URBAN RENEWAL COMPANY, LLC AS REDEVELOPER FOR PIER VILLAGE PHASE 3, SUBJECT TO EXECUTION OF A REDEVELOPMENT AGREEMENT.

WHEREAS, the New Jersey Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (the "Act") authorizes municipalities to determine whether certain parcels of land in the municipality constitute areas in need of redevelopment; and

WHEREAS, the Act confers certain contract, planning and financial powers upon a redevelopment entity, as defined at Section 3 of the Act, in order to implement redevelopment plans adopted pursuant thereto; and

WHEREAS, the City has elected to exercise these redevelopment entity powers directly, as permitted by Section 4 of the Act; and

WHEREAS, the City designated that certain area bordered by Ocean Avenue, Ocean Boulevard, Laird Avenue and Morris Avenue, known as the "Pier Village Sector" of the Oceanfront-Broadway Redevelopment Area, as an area in need of redevelopment pursuant to the Act (the "Redevelopment Area"); and

WHEREAS, on May 14, 1996, the City adopted a redevelopment plan for the Redevelopment Area (the "Redevelopment Plan"); and

WHEREAS, the City has previously designated various development entities formed under the umbrella of the Applied Development Company (the "Original Redeveloper") and, pursuant to a redevelopment agreement and various subsequent amendments thereto (the "Original Redevelopment Agreements"), the Original Redeveloper developed Phase I and Phase II of the Pier Village Sector Redevelopment Area;

WHEREAS, while Phase I and Phase II were largely constructed by the Original Redeveloper and made available for use, Phase I and Phase II remain incomplete as there remains an outstanding obligation for the construction of public parking spaces and, accordingly, no Certificate of Completion has been issued for Phase I or Phase II; and

WHEREAS, the Original Redeveloper intended to develop a third phase of the Pier Village Sector, which was to be undertaken on a portion of the Redevelopment Area designated, or to be designated as Block 222, Lots 1.01, 1.02 and 1.03, Block 222.01, Lots 1 and 2, Block 287, Lots 22.03, 23, 24, 25, 26 and 27, Block 287.01, Lot 22.04, and Block 288, Lot 1 (collectively, the "Phase III Property"), and was to include (a) the construction of (1) approximately 60 condominium units on Block 222, Lot 1.01 ("Phase IIIA Residential Component"), (2) an approximately 59,810 square foot hotel (including 11,861 net leasable square feet of retail space) supporting approximately 68 rooms on Block 222.01, Lot 1, (3) approximately 27,905 net leasable square feet of retail space on Block 222, Lot 1.01 and (4) a 42' diameter carousel on Block 222.01, Lot 2 ("Phase IIIA"), and (b) (1) the construction of (i) approximately 240 condominium units on Block 222, Lot 1.02, (ii) approximately 21,360 net leasable square feet of retail space on Block 222, Lot 1.02 and (iii) a parking structure containing

286 self-park parking spaces with a capacity for at least 600 valet-parked and/or stacker parking spaces and (2) the acquisition and improvement of the property designated as Block 287, Lots 22.03, 23, 24, 25, 26 and 27, Block 287.01, Lot 22.04, and Block 288, Lot 1, and the use thereof for public parking purposes ("Phase IIIB") (Phase IIIA and Phase IIIB referred to collectively as the "Phase III Project" and Phase I, Phase II and Phase III referred to collectively herein as the "Pier Village Project"); and

WHEREAS, the Original Redeveloper represented and demonstrated to the City that certain financial assistance was necessary in order for the Phase III Project to be undertaken in its intended scope; and

WHEREAS, on November 14, 2012, the City and the Phase III Redeveloper executed an agreement entitled "Fourth Amendment to Redevelopment Agreement and Project Financing Agreement" (the "Fourth Amendment Redevelopment Agreement") (referred to herein collectively with the Original Redevelopment Agreements as the "Redevelopment Rights"); and

WHEREAS, the Phase III Project has yet to be constructed; and

WHEREAS, the Original Redeveloper requested the City's approval of the assignment of the Redevelopment Rights to Pier Village I Urban Renewal Company, LLC, Pier Village II Urban Renewal Company, LLC and Pier Village III Urban Renewal Company, LLC and affiliated entities (collectively the "Successor Redeveloper"), in connection with the sale of the property comprising all of the Pier Village property in Phase I, Phase II and Phase III (the "Assignment"); and

WHEREAS, the Original Redeveloper and Successor Redeveloper requested the City's approval for the conveyance of the Phase I and Phase II properties in advance of the Successor Redeveloper acquiring the Phase III Property and the Redevelopment Rights, due to time constraints relating to the deal between the parties for the sale of the properties; and

WHEREAS, because the Pier Village Project remains incomplete and, specifically, there are outstanding parking obligations from Phase I and Phase II which have not been met by the Original Redeveloper but which have been deferred to the Phase III Project, the City required certain assurances and the imposition of certain conditions upon its approval to assure that either the Original Redeveloper or the Successor Redeveloper would complete the outstanding Phase I and Phase II parking obligations; and

WHEREAS, the City has deemed the Successor Redeveloper to be qualified to own and operate and complete construction of the Pier Village Project; and

WHEREAS, the City made substantial good-faith efforts to accommodate the request of the parties to act expeditiously to meet the parties' time constraints and the City required certain conditions and contingencies to protect the City's interests while accommodating the parties' request, which conditions and contingencies were reasonable and fair; and

WHEREAS, on October 8, 2014, the City conditionally-approved the assignment of the Redevelopments Rights from the Original Redeveloper to the Successor Redeveloper, in order to facilitate the sale of the Phase I Property and Phase II Property, via Resolution R241-14 (the "Assignment Approval Resolution"), subject to the conditions and contingencies set forth in the Assignment Approval Resolution and further detailed in the Memorandum of Understanding (the "MOU") attached to and incorporated in the MOU, both the Assignment Approval Resolution and the MOU attached hereto and incorporated herein as Exhibit 1 to this Resolution; and

WHEREAS, the parties successfully met the pre-conditions for the sale of the Phase I Property and Phase II Property to Successor Redeveloper, specifically, among other things, the Original Redeveloper and Successor Redeveloper executed the Declaration attached as Exhibit B to the MOU and the Successor Redeveloper posted an escrow of \$3,500,000 with the City to assure adequate funds for the completion of the outstanding parking obligations of Phase I and Phase II; and

WHEREAS, the Original Redeveloper proceeded to convey the Phase I and Phase II Properties to the Successor Redeveloper and to assign its redevelopment rights for Phase I and Phase II to the Successor Redeveloper; and

WHEREAS, Successor Redeveloper is not entitled to a certificate of completion for the Phase I or Phase II Properties until the completion of Phase III; and

WHEREAS, the City's approval of the assignment of the Redevelopment Rights for the Phase III Project and the conveyance of the Phase III Property remained subject to the Successor Redeveloper satisfying all of the following conditions:

- (a) the City's review and approval of the Successor Redeveloper's revised Project plans;
- (b) the Successor Redeveloper providing a detailed pro forma and 100% design drawings for the Phase III Project sufficient for the City to evaluate and confirm that the Redevelopment Area Bonds ("RAB") that the City has agreed to issue in connection with the Phase III Project remain necessary and justified based upon the Successor Redeveloper's demonstrated commitment to build the Phase III Project to an equal or higher standard of quality as currently approved, to provide all of the RAB public elements to such high level of quality and for the City to evaluate and confirm that the anticipated revenues from the completed Project remain sufficient to fund the RAB;
- (c) adequate assurances that the Successor Redeveloper will finance and complete the Phase III Project in an expeditious manner, including an acceptable revised project schedule and Payment Guaranty and Completion Guaranty, as set forth more specifically in the MOU;
- (d) execution of an amendment to the Fourth Amended Redevelopment Agreement, including and incorporating all of the material terms set forth in the MOU,

which amended redevelopment agreement shall be subject to approval by separate resolution of the Council; and

- (e) closing title for acquisition of the Phase III Property; and

WHEREAS, the Redevelopment Committee has been working diligently and collaboratively with the Successor Redeveloper on revisions and amendments to the Phase III Project design; and

WHEREAS, the City has had the opportunity to see graphic and visual representations of the Successor Redeveloper's proposed revisions and amendments to the Phase III Project design; and

WHEREAS, on February 9, 2016, after the Successor Redeveloper made a public presentation of its proposed Phase III Project plans (the "Amended Phase III Project"), the City adopted a resolution conditionally-approving the Amended Phase III Project (the "Design Resolution"), subject to the Successor Redeveloper meeting certain conditions and requirements forth in the Design Resolution; and

WHEREAS, there has been substantial progress in the advancement of the Amended Phase III Project and Successor Redeveloper has worked diligently with the City to complete the conditions set forth in the Design Resolution; and

WHEREAS, the Original Redeveloper has assigned all of its rights and interests to the Phase III Property and the Phase III Project; and

WHEREAS, in order to acknowledge the parties' expectations and respective commitments to continue to work diligently to advance the Amended Phase III Project, and to assist the Successor Redeveloper in connection with arranging for financing, with the goal toward full approvals to proceed with construction of the Project in 2016, the City wishes to recognize the Successor Redeveloper as the sole and exclusive redeveloper for the Pier Village, inclusive of the Phase III Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the City hereby designates Pier Village III Urban Renewal Company, LLC as redeveloper for the Phase III Project, which designation shall be subject to timely and/or continued compliance with the following:

1. Final confirmation from the City Design Review Committee ("DRC") that the Amended Phase III Project, previously submitted and currently under review, fully complies with the Redevelopment Plan and applicable Design Guidelines;
2. Pier Village III Urban Renewal Company, LLC's satisfactory completion of all conditions and requirements of the Design Resolution, including the conditions of the Assignment Approval Resolution and the MOU;
3. City approval the proposed amendments to the RAB; and
4. Execution of an amended redevelopment agreement.

BE IT FURTHER RESOLVED, if Pier Village III Urban Renewal Company, LLC does not comply with and/or complete the above conditions and the parties are unable to execute an amended redeveloper agreement addressing all of the above items and conditions on or before June 28, 2016, this redeveloper designation shall expire, unless the City determines, in its reasonable discretion, to further extend such designation.

OFFERED: Pallone
SECOND: Bastelli
AYES: 5
NAYES: 0
ABSENT: 0
ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, MARY L. SCHNEIDER, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 7-20-16
IN WITNESS WHEREOF, I HAVE HEREBY SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY, THIS 20 day of July, 2016

MUNICIPAL CLERK, R.M.C.

RESOLUTION 106-16

**RESOLUTION AUTHORIZING THE AWARD AND EXECUTION OF A CONTRACT
FOR ARCHITECTURAL AND ENGINEERING SERVICES RELATING TO PHASE II
OF THE LONG BRANCH PIER WITH TDG-NJ PLANNING ARCHITECTURE
URBAN DESIGN, INC.**

WHEREAS, the City has been engaged in the study of the potential for the redevelopment of the Long Branch Pier to include a mix of uses and ferry terminal (the "Pier Project"); and

WHEREAS, the City has obtained federal grant funds from the Federal Transit Administration to be used for the design and engineering of the Pier Project; and

WHEREAS, the City awarded a contract to M.G. McLaren, P.C., d/b/a McLaren Engineering Group ("McLaren"), for Phase I of the Pier Project;

WHEREAS, because the services for the Pier Project are paid for, in whole or in part, by a grant from the Federal Transit Administration, the City was required to solicit proposals for Phase II of the Pier Project, and award a contract through the third party procurement rules, regulations, and requirements for architectural and engineering services, pursuant to applicable Federal Transit Administration rules and regulations, Master Agreement between the Federal Transit Administration and the City, Federal Transit Administration Circular 4220.1F, and all other applicable federal requirements (the "Federal Grant Requirements"); and

WHEREAS, in the fall of 2015, the City issued a request for qualifications ("Pier Project Phase II RFQ"), and the reviewed and evaluated the proposals submitted in response to the RFQ, pursuant to and in compliance with the Federal Grant Requirements; and

WHEREAS, through the process mandated by the Federal Grant Requirements and applied by the City, and the City's careful consideration and due diligence, TDG-NJ Planning Architecture Urban Design, Inc. ("TDG") has been determined to be the most qualified proposer, based upon which TDG was selected as the proposer with whom to negotiate an agreement for services; and

WHEREAS, the City and TDG have engaged in such negotiations to determine a fair and reasonable price for such services, pursuant to the Federal Grant Requirements; and

WHEREAS, the City has determined that the proposed Agreement for Professional Services, attached hereto as Exhibit A and incorporated herein, provides for the services the City solicited in the Pier Project Phase II RFQ at a fair and reasonable price, pursuant to the Federal Grant Requirements; and

WHEREAS, TDG represents that it can perform the required services set forth in the Agreement for Professional Services in a timely manner and the City has determined that TDG is a responsible contractor, pursuant to the Federal Grant Requirements; and

WHEREAS, the funds are available for the award and execution of the Agreement for Professional Services.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Long Branch that the Mayor of the City of Long Branch be and the same hereby is authorized to execute the Agreement for Professional Services with TDG-NJ Planning Architecture Urban Design, Inc., annexed hereto as Exhibit A and made a part hereof.

BE IT FURTHER RESOLVED that TDG-NJ Planning Architecture Urban Design, Inc. will be given authorization to proceed with the supply of services under the Agreement upon documentation confirming availability of and access to the FTA Grants, the parties acknowledging that the Agreement is contingent upon and subject to federal funds under the FTA Grants.

MOVED: *Pallone*
SECONDED: *Bastelli*

AND ADOPTED UPON THE FOLLOWING ROLE CALL

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

STATE OF NEW JERSEY
COUNTY OF MONMOUTH
CITY OF LONG BRANCH
I, KATHY L. SCHMIDT, MUNICIPAL CLERK OF THE CITY OF
LONG BRANCH, DO HEREBY CERTIFY THE FOREGOING
TO BE A TRUE, COMPLETE AND CORRECT COPY OF
RESOLUTION ADOPTED BY THE CITY COUNCIL AT A
REGULAR MEETING HELD ON 3-17-16
IN WITNESS WHEREOF, I HAVE HEREUNTO SET
MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW
JERSEY THIS 20 DAY OF MARCH 2016
Kathy L. Schmidt
MUNICIPAL CLERK

AGREEMENT BETWEEN

CITY OF LONG BRANCH

AND

**TDG-NJ PLANNING ARCHITECTURE URBAN DESIGN,
INC.**

**FOR PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES**

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PROMPT PAYMENT AFFIDAVIT	EXHIBIT E
LOBBYING CERTIFICATION AND DISCLOSURE.....	EXHIBIT F

This AGREEMENT is made and entered into this _____th day of March, 2016 by and between the City of Long Branch, a municipal corporation of the State of New Jersey, with offices located at 344 Broadway, Long Branch, NJ 07440 (hereinafter called "CITY") and TDG-NJ Planning Architecture Urban Design Inc., with offices located at 15 Channel Center Street, Boston, MA 02210 (hereinafter called "TDG"). WHEREAS, CITY desires to contract professional engineering design and related services as set forth herein in order to reconstruct the former Long Branch Pier and add a Commuter Ferry Terminal (the "Project"), with services to include design and program management for the studies and development of documents representing Phase 2, completion of Final Conceptual Preliminary Design for the Long Branch Pier and Commuter Ferry Terminal (the "Work" or "Scope of Services"); and WHEREAS, TDG has been selected based upon and in consideration of its qualifications, pursuant to applicable Federal Transit Administration ("FTA") third party procurement rules, regulations, and requirements for Architectural and Engineering services, the 2015 Master Agreement between the FTA and CITY as a recipient of a FTA grant, FTA Circular 4220.1F and all other applicable federal requirements (collectively referred to herein as the "Federal Grant Requirements"); and

WHEREAS, TDG represents that it can perform the required services set forth herein in response to the Request for Qualification For Designer to Provide Phase 2 Oceanfront Pier and Ferry Terminal Design and Program Management Services, issued by CITY on or about October 2, 2015 (the "RFQ"), in a timely manner and CITY has determined that TDG is a responsible contractor, pursuant to the Federal Grant Requirements.

NOW, THEREFORE, for the consideration hereinafter set forth, the parties hereto do mutually agree as follows:

I. AGREEMENT TO SERVE

CITY hereby retains TDG to perform the services hereinafter described, on the terms and conditions specified herein, and TDG agrees to so serve. TDG agrees to provide, to the reasonable satisfaction of CITY, architectural and engineering design services necessary and required for the Project, as set forth in this Contract. It is acknowledged by the parties that TDG and the members of its team may provide services for future phases of this project under similar terms and conditions as those set forth herein, subject to CITY'S satisfaction with TDG's performance of this Phase 2, mutual agreement on a scope of services and fee for such future phases, and subject to any limitations or restrictions under the Federal Grant Requirements, the FTA or any other applicable governmental laws, rules or regulations.

II. PROGRAM / PROJECT DESCRIPTION:

The Scope of Work and the Applicable Fees described herein are based upon the anticipated program as described in the RFQs, which preceded TDG's Proposal and this resulting Contract.

The program basis for the included Scope of Services includes the anticipated buildings, building sizes, open or enclosed public space, transit facilities or access corridors, number of occupants, number of passengers, footprint and location of anticipated structures, and the number of levels or floors of anticipated structures described in the above referenced documents that are within the boundaries of the Project Site. It is understood and acknowledged by the parties that the Project scope and program have not been explicitly set forth and the substance of the services to be provided by TDG pursuant to this Contract represents Phase 2 of such scope and program design. It is further understood and acknowledged that the boundaries of the Project Site and the location of the structures and

improvements may not be designed and constructed completely within the former footprint of the Pier but may be expanded, to the extent permitted by applicable laws and regulations. The program basis described herein does not extend or imply the Scope of Services beyond that which is described below, the foregoing statement notwithstanding.

The Project Site is generally known as City of Long Branch, County of Monmouth, State of New Jersey, Block 298, Lots 1.01 & 1.02.

A. PROJECT TEAM

The Project Team is composed of TDG and the Subconsultants as set forth below. Such Subconsultants were identified by TDG in its Proposal for the Project. TDG specifically agrees to engage such Subconsultants for the Project for the duration of the Scope of Services herein agreed to, unless the CITY provides prior written approval of the replacement of any such Subconsultant.

TDG shall inform all Subconsultants and any additional Subconsultants not identified in the Proposal engaged for this Project that all of the terms and conditions of this Contract relating to the services to be performed shall be applicable to Subconsultants. TDG shall stipulate in all subcontracts with its Subconsultants that all services performed and materials furnished thereunder shall comply with the requirements of this Contract. The Subconsultants are:

Thompson Design Group, Inc.

Thornton Tomasetti, Inc.

Lehr Jackson Associates

LIFT Group LLC

Moffat & Nichol, Inc.

Langan Engineering and Environmental Services, Inc.

AKF Engineers LLP

Pratap Talwar of Thompson Design Group, Inc. will serve as the Design Lead for the Project, Charles Thornton of LIFT Group LLC will serve as the Project and Engineering Management Lead, and W. Lehr Jackson of Lehr Jackson Associates will serve as the Program Lead, each of which shall have a leadership role in the Project in its area of expertise

The replacement of any of the above identified Subconsultants or the retention of any additional Subconsultants by TDG shall be subject to the prior review and reasonable approval of CITY. CITY reserves the right to demand replacement of any Subconsultant who CITY determines has failed to provide services in a manner that is reflective of the customary level of professional standards for each Subconsultant's respective profession, or fails to perform pursuant to the terms and requirements of this Contract.

III. TDG'S RESPONSIBILITIES

- A. **Scope of Services.** TDG shall provide, or cause to be provided, in a quality and manner reflective of the customary level of professional standards of its profession, the services set forth herein and as indicated in Exhibit A.
- 1. **Standard of Care.** TDG will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of TDG's profession practicing in the same or similar locality at the time of service (the "Standard of Care"). No other warranty, express or implied, is made or intended by TDG's Proposal, this Contract, or by its oral or written reports.
- 2. **Design Errors, Omissions, or Deficiencies.** If TDG's designs, drawings or specifications contain errors, omissions, or deficiencies that are inconsistent with the Standard of Care and/or the requirements of this Contract, TDG shall be required to correct them at no increase in price to CITY.
- B. TDG shall comply with all Required Federal Clauses, set forth in Section XV hereto.
- C. TDG represents that, as of the date of Execution of this Contract, it remains in full compliance with and/or represents that the continuing accuracy of the information provided in the Non-Collusion Affidavit, the Stockholder Disclosure Certification, the Affirmative Action Questionnaire, compliance with the City of Long Branch Pay to Play Ordinance, compliance with the Americans with Disabilities Act, and compliance with the New Jersey Business Registration Requirement, all of which documents were submitted with TDG's Proposal.

IV. CITY'S RESPONSIBILITIES

- A. CITY shall have the responsibilities set forth herein and in Exhibit B.
- B. CITY shall pay TDG the Fixed-Fee as set forth in Exhibit C.
- C. CITY shall be responsible for, and TDG may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CITY to TDG pursuant to this Contract. TDG may use such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Contract.

V. SCHEDULE FOR PROVIDING SERVICES

- A. TDG shall begin providing services as of the Effective Date of this Contract.
- B. TDG anticipates that it will complete the various tasks under the Scope of Services pursuant to the Project Schedule attached hereto as Exhibit D. Such Project Schedule is intended to serve as an estimate for completion of tasks and TDG shall not be obligated to specifically comply with the Project Schedule with respect to each

specific task. TDG shall, however, complete all Work hereunder within the overall time period set forth in the Project Schedule; allowance for CITY review is exclusive of the Project schedule and the Project Schedule shall be tolled for scheduling and approval delays by CITY for the period of the delay.

- C. If, through no fault of TDG and through circumstances beyond TDG's ability to control, such periods of time or dates are changed, or the orderly and continuous progress of TDG's services is impaired, or TDG's services are delayed or suspended through no fault of TDG by circumstances beyond TDG's ability to control, then the time for completion of TDG's services shall be adjusted for an amount of time equal to the length of time of such delay. If such delay or suspension exists for an extended time period such that the delay would unreasonably delay payments hereunder significantly beyond the contemplated Project Schedule, CITY shall pay TDG for all services actually rendered, notwithstanding that TDG is not otherwise entitled to a Subtask Payment hereunder.
- D. If CITY authorizes changes in the scope, extent, or character of the Project that exceed the scope, extent or character of the Scope of Services as defined in Exhibit A, then such services shall be considered Additional Services and the time for completion of such Additional Services, and the rates and amounts of TDG's compensation, shall be determined pursuant to Exhibit A and applicable Federal Grant Requirements.
- E. CITY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay TDG's performance of its services.

VI. INVOICES AND PAYMENTS

- A. **PAYMENT TERMS.** This Contract is a Fixed-Fee contract. The amount of the Fixed-Fee to be charged by TDG for services to be provided hereunder is \$2,394,651. Payment shall be due for such services as set forth in the Schedule of Values as part of Exhibit C. CITY agrees to pay TDG each Subtask Payment upon CITY's approval of the Work comprising that portion of the Work upon which each Subtask Payment is based, or upon CITY's approval of such Deliverable for which each Subtask Payment is due. CITY shall exercise due diligence in confirming its approval and rendering a Subtask Payment, or providing reasons for its disapproval, for any such Work or Deliverable for which a Subtask Payment shall be due upon receipt. CITY shall make payment of all amounts properly invoiced in accordance with the terms of this Contract within thirty (30) days from invoice receipt. CITY receipt of Deliverables upon which any Subtask Payment shall be made will be presumed three days after mailing by TDG first class, with adequate postage attached. CITY shall retain and holdback 5% of each Subtask Payment, which shall be paid over to TDG in three installments: the first payment upon CITY approval of all Work and Deliverables due hereunder for Task 1; the second payment upon CITY approval of all Work and Deliverables due hereunder for Task 3; and the final payment upon final completion by TDG and approval by CITY of the final deliverable product, whether during Task 4 or Task 5, approval of such approval and payment not to extend beyond fifteen days after submission of all deliverables required for the applicable

Task, except for reasonable cause of which CITY shall notify TDG within such fifteen day period. Reasonable cause shall be directly related to damages that CITY has suffered as a result of TDG's negligence or breach in the provision of services performed during the Task for which the retainage has been held. This retainage shall not apply to reimbursables and out of pocket expenses, which shall be paid to TDG as invoiced on a monthly basis.

B. AUTHORIZATION TO PROCEED LIMITED TO TASK 1 PENDING SUBMISSION AND ACCEPTANCE OF DEFINED DETAILED SCHEDULE OF VALUES FOR TASKS 2 THROUGH 5

The Parties acknowledge that Tasks 2 through 5 in the Schedule of Services are an outline of such tasks that must be refined with more detail before such tasks can be undertaken, which further detail cannot be provided until the completion of Task 1. Accordingly, TGD is only authorized to complete Task 1 at this time. Once Task 1 is completed and TDG has gained the required knowledge of the results of the Phase 1 MEG work, TDG shall present to client a new Schedule of Values, which shall be a list/description of all work deliverables to be completed in Tasks 2 through 5, as well as any proposed modifications to the Schedule of Values in scope or budget by task and subtask. No such modifications shall result in any increase to the total contract budget of \$2,394,651, nor any changes to the allocation of total budget for programming (\$364,145, or 18.8% of fees) or design/engineering (\$1,575,251, or 81.2% of fees) as now stated in the Schedule of Values. Once CITY agrees with all provisions in the refined and revised Schedule of Values, TGD and CITY shall then negotiate in good faith to agree to any revisions necessary to the Schedule of Values before starting Task 2.

VII. DESIGN WITHIN FUNDING LIMITATIONS/ANTICIPATED CONSTRUCTION COSTS.

TDG shall, consistent with the Standard of Care, use reasonable professional efforts to perform the design services required under this Contract so as to permit the award for the construction of the proposed Project at a price for which the estimated Construction Costs does not render the Total Project Cost greater than the amount that CITY determines is fundable and feasible. CITY has retained the services of a Construction Project Manager (CPM) who will have ultimate responsibility for opinions of cost and upon which TDG and the City shall be entitled to rely. TDG will use the CPM's estimate as guidance towards further development of the design documents in an effort to meet the overall construction budget.

VIII. DOCUMENTS.

TDG will furnish CITY the agreed upon number of written reports and supporting documents. Except as otherwise noted, TDG will provide three (3) printed copies and an Adobe PDF electronic copy of the final version of each Deliverable. These instruments of service are furnished for CITY's exclusive use and reliance, use of CITY's counsel and for regulatory submittal, third-party procurements, marketing,

economic development, and applying for funding in connection with the Project provided for in this Contract, and are subject to the following:

- A. All documents including paper documents and electronic files generated by TDG under this Contract shall remain the sole property of TDG, with the exception of Deliverables, which shall become the sole property of CITY upon payment for such Deliverables by CITY. Upon such payment, CITY shall have a license to copy and use such Deliverables for the purposes and under the conditions set forth herein. Any unauthorized use or distribution of TDG's work shall be at CITY's sole risk and TDG shall have no liability therefor.
- B. If CITY desires to release, or for TDG to provide, TDG's documents to a third party not described above for that party's reliance, TDG will agree to such release provided TDG receives written acceptance from such third party to be bound by acceptable terms and conditions similar to this Contract. Documents provided for disclosure of information only will not require separate agreement. CITY acknowledges and agrees to inform such third party that TDG's documents reflect conditions only at the time of the study and may not reflect conditions at a later time. CITY further acknowledges that such request creates potential conflict of interest for TDG and by this request CITY waives any such claim if TDG complies with the request.
- C. CITY agrees that all documents furnished to CITY or CITY's agents or designees, if not paid for, will be returned upon demand and will not be used by CITY or any other entity for any purpose whatsoever. CITY further agrees that documents produced by TDG pursuant to this Contract will not be used for any project not expressly provided for in this Contract without TDG's prior written approval, and that if CITY uses such documents for future phases of this Project it will do so in consultation with TDG and other members of its team under mutually agreeable terms.
- D. CITY shall furnish documents or information reasonably within CITY's control and deemed necessary by TDG for proper performance of TDG's services. TDG may rely upon "CITY provided" documents in performing the services required under this Contract; however, TDG assumes no responsibility or liability for their accuracy. Such "CITY provided" documents will remain the property of CITY, but TDG may retain one confidential file copy as needed to support its Services and Deliverables.
- E. TDG shall not use its documents, drawings, plans, Deliverables, etc., created or generated pursuant to this Contract in whole or in substantial part in connection with any other competing project outside of the City of Long Branch.
- F. To the extent that any provision of this Section VIII conflicts with the provisions of Section XIV.C herein, the provisions of Section XIV.C will prevail.

IX. INSURANCE.

- A. From the date TDG is notified to commence work and throughout the term of this Contract, TDG shall effect and maintain, and shall cause each Subconsultant to effect and maintain, the types of insurance set forth below with limits commensurate with their scope of services.

B. On or before the commencement of the Work pursuant to this Contract, TDG shall submit, and shall cause each Subconsultant to submit to CITY two certificates of insurance for all policies required under this Contract.

C. TDG will cause each of its Subconsultants who is engaged in professional services generally covered by Professional Liability insurance policies to effect and maintain insurance to protect itself from claims arising out of the performance of professional services under this Contract and caused by any negligent act, error, or omission for which it is legally liable. This insurance will be maintained in force, if available, after the completion of professional services under this Contract until the expiration of any applicable statutes of limitation. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force for a period of six (6) years after the date of Substantial Completion of the Project as agreed to herein.

D. Unless otherwise agreed, TDG will effect and maintain insurance to protect itself from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

E. The insurance required above shall be as provided below. TDG and its Subconsultants will file certificates of insurance for each type and amount upon request:

Professional Liability Insurance (Errors & Omissions), with a limit of \$1,000,000 for each claim and \$1,000,000 in the aggregate (required only of Subconsultants who are engaged in professional services generally covered by Professional Liability policies).

Commercial General Liability - \$1,000,000 per occurrence, \$1,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella.

Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000.

X. TERMINATION.

A. Termination By CITY for Convenience or Default: CITY may terminate this Contract in whole or in part, for CITY's convenience or because of the failure of TDG to fulfill the Contract obligations. CITY shall terminate by delivering to TDG a Notice of Termination specifying the nature, extent, and effective date of the termination (and, in the case of termination for failure to fulfill Contract obligations, describing the failure and providing for a reasonable opportunity to cure it). Upon receipt of the notice, TDG shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) upon payment of all outstanding obligations owed to TDG for services performed up to date of termination, deliver to CITY all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

B. Termination By TDG: TDG may, upon thirty (30) days written notice to CITY, terminate this Contract should CITY fail to provide information requested by TDG necessary and material for TDG to perform the Work hereunder in a timely manner, which failure results in a delay in TDG's services and/or ability to perform the tasks comprising the Work. Additionally, TDG may terminate this Contract, upon thirty (30) days written notice, should CITY fail to provide compensation in accordance with Section VI.

C. If the termination is for the convenience of CITY, CITY shall make an equitable adjustment in the Contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of TDG to fulfill the Contract obligations, CITY may complete the Work by contract or otherwise and TDG shall be liable for any additional cost incurred by CITY to effectuate such completion, which additional costs shall not exceed \$2,000,000.00.

D. If, after termination for failure to fulfill Contract obligations, it is determined that TDG was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of CITY.

E. This Contract will terminate upon notice by CITY to TDG if: TDG commences a voluntary case under title 11 of the United States Code or the corresponding provisions of any successor laws; anyone commences an involuntary case against TDG under title 11 of the United States Code or the corresponding provisions of any successor laws and either (a) the case is not dismissed by midnight at the end of the 60th day after commencement or (b) the court before which the case is pending issues an order for relief or similar order approving the case; a court of competent jurisdiction appoints, or TDG makes an assignment of all or substantially all of its assets to, a custodian (as that term is defined in title 11 of the United States Code or the corresponding provisions of any successor laws) for TDG or all or substantially all of its assets; or TDG fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

F. If the Project is suspended for more than thirty (30) consecutive days, for reasons other than TDG's fault and beyond TDG's ability to control, TDG shall be compensated for services performed prior to such suspension. When the Project is resumed, TDG's compensation shall be equitably adjusted.

G. If CITY abandons the Project for more than ninety (90) consecutive days, TDG may terminate this Contract by giving written notice. If TDG has performed additional services toward but has not completed a subtask for which it would be entitled to a Subtask Payment at the time of the abandonment of the Project, TDG shall be compensated for all services performed between the prior Subtask Payment and such abandonment, including the pro rata portion or percentage of TDG total fee to which it would be entitled under this Contract.

XI. CLAIMS and DISPUTES.

A. CITY and TDG shall endeavor in good faith to resolve through negotiations all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Contract before taking legal action for judicial relief. If the parties cannot mutually resolve such claims or disputes, the parties shall resolve such dispute by mediation, and if not resolved thereby, then binding arbitration as provided in this Section.

B. Notwithstanding the above or the foregoing, (a) nothing herein shall preclude either party from seeking judicial relief by way of injunction if such party determines, in good faith, that it may suffer irreparable harm absent judicial intervention, and (b) if such matter relates to or is the subject of a lien arising out of TDG's services, TDG may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or arbitration.

C. New Jersey law shall govern the mediation and arbitration of all disputes without reference to its conflict of laws principles. Any mediation or arbitration shall be conducted in the State of New Jersey. Mediations will be conducted in accordance with the then current Construction Industry Mediation Procedures promulgated by the American Arbitration Association ("AAA"). Notwithstanding the foregoing, any court of competent jurisdiction shall have jurisdiction over injunctive relief pending the negotiation, mediation or arbitration of a dispute.

D. A request for mediation shall be made in writing, delivered to the other party to the Contract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration proceedings, which shall be stayed pending mediation for a period of 45 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule.

E. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

F. If the parties do not resolve a dispute through mediation as hereinabove provided, the parties shall proceed to binding dispute resolution through arbitration.

G. Arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules then in effect. A demand for arbitration shall be made in writing, delivered to the other party to this Contract, and filed with the person or entity administering the arbitration.

H. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

I. Any award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable New Jersey law in any court having jurisdiction thereof.

J. Either party, at its sole discretion, may consolidate an arbitration conducted under this Contract with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

K. Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

L. CITY and TDG grant to any person or entity made a party to an arbitration conducted under this provision, whether by joinder or consolidation, the same rights of joinder and consolidation as CITY and TDG under this Contract.

M. All of the provision of this Section XI are subject to the Federal Grant Requirements and in the event of a conflict, the Federal Grant Requirements shall control. The provisions of this Section XI shall not be read to impair either party's termination rights under Section X herein.

XII. LIMIT OF LIABILITY.

A. In the event CITY consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by TDG, CITY recognizes that such changes and the results thereof are not the responsibility of TDG. Therefore, CITY agrees to release TDG from any liability arising from the construction, use or result of such changes. In addition, CITY agrees, to the fullest extent permitted by law, to indemnify and hold TDG and all its employees, offices, and directors harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of TDG or its employees, officers or directors.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the CITY or TDG. TDG's services under this Contract are being performed solely for the CITY's benefit, and no other entity shall have any claim against TDG because of this Contract or the performance or nonperformance of services hereunder. The CITY agrees to include a provision in all contracts with contractors and other entities involved in this Project to carry out the intent of this Paragraph.

XIII. INDEMNIFICATION.

A. Indemnification by TDG. To the fullest extent permitted by law, TDG shall indemnify and hold harmless CITY, and CITY's officers, directors, partners, agents, consultants, and employees from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness,

disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of TDG or TDG's officers, directors, partners, agents, employees, representatives, Subconsultants, or others retained by or under contract with TDG with respect to this Contract or to the Project.

B. Indemnification by CITY. To the fullest extent permitted by law, CITY shall indemnify and hold harmless TDG, TDG's officers, directors, partners, agents, employees, and Subconsultants from and against any and all claims, losses, and damages (including not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CITY or CITY's officers, directors, partners, agents, consultants, or employees, or others retained by or under contract to CITY with respect to this Contract or to the Project.

C. CITY agrees to limit TDG's liability and its Subconsultants to CITY due to TDG's and/or its Subconsultants' negligent acts, errors, or omissions, such that the total aggregate liability of TDG to CITY, including legal fees and costs, shall not exceed \$2,000,000.00.

D. The CITY shall make no claim for professional negligence, either directly or in a third party claim, against TDG unless CITY has first provided TDG with a written certification executed by an independent design professional currently practicing in the same discipline as TDG and licensed in the State of New Jersey. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an TDG performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to TDG not less than thirty (30) calendar days prior to the institution of any judicial proceeding.

E. CITY shall promptly report to TDG any defects or suspected defects in TDG's work or services of which CITY becomes aware, so that TDG may take measures to minimize the consequences of such a defect. Failure by CITY to notify TDG within a reasonable time after it becomes aware of such defect, shall relieve TDG of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

F. Payments to TDG shall not be withheld, postponed or made contingent on the construction, completion or success of the Project or upon receipt by CITY of offsetting reimbursement or credit from other parties causing Additional Services or expenses. Except as set forth in Section VI and Exhibit C herein, no withholdings, deductions or offsets shall be made from TDG's compensation for any reason unless TDG has been found to be legally liable for such amounts.

G. If, due to TDG's error, any required item or component of the Project is omitted from construction documents, TDG shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to

the Project and otherwise adds value or betterment to the Project exceeding the value otherwise lost or that would have been lost as a result of TDG's error. In no event will TDG be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project in excess of the value otherwise lost or that would have been lost as a result of TDG's error.

H. It is intended by the parties to this Contract that TDG's services in connection with the Project shall not subject TDG's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CITY agrees that as CITY's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TDG, and not against any of TDG's employees, officers or directors, except to the extent that such employees' officers' or directors' conduct is criminal, grossly negligent, or outside the scope of his or her duties to TDG or the services contemplated hereunder.

I. Notwithstanding any other provision of this Contract, and to the fullest extent permitted by law, neither CITY nor TDG, nor their respective officers, directors, partners, employees, contractors or Subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Contract. This mutual waiver of damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect, or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of implied warranty. Both CITY and TDG shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

XIV. REQUIRED FEDERAL CLAUSES

The parties acknowledge and understand that the Work to be performed hereunder shall be funded through a FTA grant and, as such, is subject to the following provisions.

A. No Obligation by the Federal Government.

1. CITY and TDG acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of this Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to CITY, TDG, or any other party (whether or not a party to this Contract) pertaining to any matter resulting from this Contract.

2. TDG agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the Subconsultant who will be subject to its provisions.

B. Program Fraud and False or Fraudulent Statements or Related Acts.

1. TDG acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Contract, TDG certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted Project for which this Contract Work is being performed. In addition to other penalties that may be applicable, TDG further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on TDG to the extent the Federal Government deems appropriate.

2. TDG also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Federal Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on TDG, to the extent the Federal Government deems appropriate.

3. TDG agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subconsultant who will be subject to the provisions.

C. Access to Records.

1. In accordance with 49 C. F. R. 18.36(i), TDG agrees to provide CITY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of TDG which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts and transcriptions. TDG also agrees, pursuant to 49 C. F. R. 633.17, to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to its records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. TDG agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. TDG agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case TDG agrees to maintain same until CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

D. Federal Changes. TDG shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between CITY and FTA, as they may be amended or promulgated from time to time during the term of this Contract. TDG'S failure to so comply shall constitute a material breach of this Contract.

E. Civil Rights

1. Nondiscrimination- In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, TDG agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, TDG agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity- The following equal employment opportunity requirements apply to this Contract:

a. Race, Color, Creed, National Origin, Sex- In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, TDG agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. TDG agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, TDG agrees to comply with any implementing requirements FTA may issue.

b. Age- In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, TDG agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, TDG agrees to comply with any implementing requirements FTA may issue.

c. Disabilities- In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, TDG agrees that it will comply

with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, TDG agrees to comply with any implementing requirements FTA may issue.

3. TDG also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

F. Suspension and Debarment- This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, TDG is required to verify that none of TDG, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. TDG is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By executing this Contract, TDG certifies as follows:

The certification in this clause is a material representation of fact relied upon by CITY. If it is later determined that TDG knowingly rendered an erroneous certification, in addition to remedies available to CITY or the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. TDG agrees to comply with the requirements of 49 CFR 29, Subpart C while this Contract is valid. Meg further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Disadvantaged Business Enterprises (DBEs)

1. CITY is receiving federal financial assistance in connection with this Project and has set a Disadvantaged Business Enterprises (DBE) participation goal for FY2016 of 5%. As a recipient of federal funds, CITY has agreed to facilitate participation by DBE in the Project and assure that each third party contractor at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable.

2. The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this Contract. It is the policy of the City of Long Branch to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this Contract. A DBE contract goal of 5% percent has been established for this Contract. TDG shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

3. TDG has provided requested information concerning DBE firms and has committed to making good-faith efforts toward achieving CITY's DBE participation goal of 5%. In the performance of this Contract, TDG shall demonstrate its participation in the successful achievement of the CITY's DBE participation goal of 5% for this Contract

or, if unable to achieve such goal, provide evidence of its good-faith efforts to achieve such goal, pursuant to 49 CFR, Part 26, Appendix A.

4. TDG shall, within thirty (30) business days of Execution of this Contract, execute formal subcontracts or purchase orders with the DBE Subconsultants identified in the Proposal. These written agreements shall be made available to the DBE Liaison Officer, c/o City Business Administrator, 344 Broadway, Long Branch, New Jersey 07742, upon request. All contracts between TDG and its Subconsultants must contain a prompt payment clause as set forth in Section IV.B herein.

5. Prior to receiving final payment of the fee hereunder, TDG shall submit a report of DBE subcontract payments in a form acceptable to CITY, indicating all DBE payments made and remaining due. Failure to provide such a report and information may delay final payment.

H. **Prompt Payment to Subconsultants.**

1. TDG is required to pay all Subconsultants for all work that the Subconsultant has satisfactorily completed, no later than thirty (30) business days after TDG has received payment from CITY.

2. A delay in or postponement of payment to a Subconsultant requires good cause and prior written approval of CITY.

3. TDG is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.

4. CITY will not pay TDG for work performed unless and until TDG ensures that the Subconsultants have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with CITY of lien waivers, canceled checks (if requested), unless CITY has been notified of a legitimate payment dispute with regard to payment of TDG's Subconsultants and TDG's sworn statement that it has complied with the prompt payment requirements. TDG must submit a Prompt Payment Affidavit, in the form attached hereto as Exhibit E, which identifies each Subconsultant (both DBE and non-DBE) and the date and amount of the last payment to such Subconsultant, with every payment request filed with CITY, except for the first payment request, on every contract with CITY.

5. Failure to comply with these prompt payment requirements is a breach of this Contract, which may lead to any remedies permitted under law, including, but not limited to, TDG's debarment. In addition, TDG's failure to promptly pay its Subconsultants may be subject to applicable provisions under the Federal Grant Requirements.

I. **Lobbying Certification and Disclosure-** TDG shall submit a completed Lobbying Certification and Disclosure, in the form attached hereto as Exhibit F. Submission of such Certification and Disclosure is a material condition of this Contract.

J. Clean Air- TDG agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* TDG agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. TDG also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

K. Clean Water- TDG agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* TDG agrees to report each violation to CITY and understands and agrees that CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. TDG also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

L. Fly America Requirements- Although not anticipated, to the extent that any international travel may be necessary, TDG agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. TDG shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. TDG agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

M. Seismic Safety- TDG agrees that the design of any new buildings will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. TDG also agrees to ensure that all Work performed under this Contract including work performed by a Subconsultant is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the Project.

N. Energy Conservation- TDG agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

O. Access for Individuals with Disabilities- TDG agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. TDG also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42

U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, TDG agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing.

P. Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. TDG shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause CITY to be in violation of the FTA terms and conditions.

XV. DEFINITIONS

A. **DEFINED TERMS:**

Wherever used in this Contract (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the Exhibits, or in the following provisions:

1. *Additional Services* – The services to be performed for or furnished to CITY by TDG in accordance of Exhibit A of this Contract.
2. *Basic Services* – The services to be performed for or furnished to CITY by TDG in accordance with Part 1 of Exhibit A of this Contract.
3. *Construction Cost* – The cost to CITY of those portions of the entire Project designed or specified by TDG. Construction Cost does not include costs of services of TDG or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; CITY's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to CITY pursuant to Exhibit B of this Contract. Construction Cost is one of the items comprising Total Project Costs.
4. *Contract* – This written contract for professional services between CITY and TDG, including all Exhibits and any duly executed amendments.
5. *Contract Documents* – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other

Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

6. *Contractor* – The entity or individual with which Owner has entered into a Construction Contract.
7. *Documents* – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by TDG to CITY pursuant to this Contract.
8. *Drawings* – That part of the Contract Documents prepared or approved by TDG, which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.
9. *Effective Date* – The date indicated in this Contract on which it becomes effective, but if no such date is indicated, the date on which this Contract is signed and delivered by the last of the parties to sign and deliver.
10. *Laws and Regulations; Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
11. *Project* – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
12. *Site* – Lands or areas to be indicated in the Contract Documents as being furnished by CITY upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CITY which are designated for the use of Contractor.
13. *Specifications* – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Project and certain administrative details applicable thereto.
14. *Standard of Care* – Shall have the meaning set forth in Section III.A.1 of this Contract.
15. *Subconsultant* – Any person, firm, or corporation, other than employees of TDG, who or which contracts with TDG or its Subconsultants to furnish, or actually furnished services, labor, or labor and materials, or labor and equipment hereunder. All Subconsultants are subject to the prior written approval of CITY.
16. *Substantial Completion* – The time at which the Project (or a specified part thereof) has progressed to the point where in the opinion of the CITY, the Project

(or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Project (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Project refer to Substantial Completion thereof.

17. *Total Project Costs* – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of TDG or other design professionals and consultants, together with such other Project-related costs that CITY furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, CITY's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to CITY pursuant to Exhibit B of this Contract.

XVI. GENERAL CONSIDERATIONS

- A. **CONTROLLING LAW.** This Contract is to be governed by the law of the State of New Jersey.
- B. **ASSIGNMENT.** This Contract may not be assigned by either party without the prior permission of the other.
- C. **SURVIVAL.** All provisions of this Contract for indemnity or allocation of responsibility or liability between CITY and TDG shall survive the completion of the services and the termination of this Contract.
- D. **SEVERABILITY.** In the event that any provision of this Contract is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the Effective Date of which is indicated on page 1.

CITY:

City of Long Branch

By: Adam Schneider

Title: Mayor

Date

Signed: _____

TDG:

TDG-NJ Planning Architecture Urban Design LLC

By: Pratap Talwar

Title: Manager

Date

Signed: _____

Address for giving notices:

344 Broadway

Long Branch, NJ 07440

Address for giving notices:

15 Channel Center Street

Boston, MA 02210

Designated Representative:

Ralph Basile

Title: Redevelopment Coordinator

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Designated Representative:

Title: _____

Phone Number: _____

Facsimile Number: _____

E-Mail Address: _____

EXHIBIT A

I. SCOPE OF SERVICES AND FEE SCHEDULE

The Scope and Fee Schedule is attached hereto and incorporated herein as Attachment I.

II. ADDITIONAL SERVICES

- A. TDG may be directed in writing by CITY to provide Additional Professional Services for the Project and shall provide such Additional Services if so directed. TDG shall provide such services through its own professional employees or through its Subconsultants, as directed in writing by CITY. Payment for Additional Services shall be on a time card basis.
- B. If TDG is of the opinion that any service it has been directed to perform constitutes an Additional Professional Service, TDG shall notify CITY in writing.

EXHIBIT B

CITY's Responsibilities

In addition to other responsibilities of CITY as set forth in this Contract, CITY shall at its expense:

- A. Provide TDG with all criteria and full information as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the Drawings and Specifications; and furnish copies of CITY's standard forms, conditions, and related documents for TDG to include in the Bidding Documents, when applicable.
- B. Furnish to TDG any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following TDG's assessment of initially-available Project information and data and upon TDG's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable TDG to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - d. Previous explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - e. Previous or existing environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - f. Data or consultations as required for the Project but not otherwise identified in the Contract or the Exhibits attached hereto.
- D. Authorize TDG to provide Additional Services as set forth in this Contract as required.

- E. Arrange for safe access to and make all provisions for TDG to enter upon public and private property as required for TDG to perform services under the Contract.
- F. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by TDG (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as CITY deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- G. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by TDG and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- H. Advise TDG of the identity and scope of services of any independent consultants employed by CITY to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. Furnish to TDG data as to CITY's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for CITY so that TDG may assist CITY in collating the various cost categories which comprise Total Project Costs.

Exhibit C – Schedule of Values

Payments of Fixed Fee to TDG for Services and Reimbursable Expenses

Compensation for Basic Services – Lump Sum Method of Payment

CITY shall pay TDG for Basic Services set forth in Exhibit A as follows:

A Fixed Fee amount of \$2,394,651 based on the following estimated distribution of compensation set forth in the Schedule of Values below. TDG shall receive Subtask Payments pursuant to the Schedule of Values. TDG may submit invoices for payment for completed Subtasks no more than monthly, but such request for payment may be made monthly for any fully completed Subtask listed in the Schedule of Values.

The total Fixed Fee includes compensation for TDG's services and services of TDG's Consultants. Appropriate amounts have been incorporated in the Fixed Fee to account for labor, overhead, profit, and Reimbursable Expenses.

The portion of the Fixed Fee amount billed for TDG's services will be based upon the amount set forth for each Subtask in the Schedule of Values referred to above.

The Fixed Fee noted above shall be the entire compensation that TDG will receive for the services to be provided hereunder, exclusive of approved equitable adjustments or Additional Services. If during the performance of this Contract it subsequently becomes apparent to TDG that the estimate of time and expenses upon which the Fixed Fee was based will be exceeded to such extent that TDG cannot realize a reasonable profit for the Work, TDG shall give CITY written notice thereof, along with an explanation of the basis for the need for additional time and/or expense. Promptly thereafter CITY and TDG shall review the matter of services remaining to be performed and compensation for such services and, if CITY determines that the additional time and/or expenses are necessitated by circumstances that were not reasonably foreseeable and not anticipated by either party when reviewing and determining the estimated time and expenses for services hereunder, CITY shall either agree to such compensation exceeding the Fixed Fee or CITY and TDG shall agree to a reduction in the remaining services to be rendered by TDG, so that total compensation for such services will not exceed the Fixed Fee when such services are completed. If CITY determines, in good faith, that the additional time and/or expenses are necessitated by circumstances that were reasonably foreseeable and should reasonably have been anticipated by TDG when reviewing and determining the estimated time and expenses for services hereunder, upon which CITY relied in agreeing to the Fixed Fee, then TDG shall be required to complete the services hereunder for the Fixed Fee and shall bear the sole risk to loss of profit for its services.

B. The Schedule of Values referred to in this Exhibit C and elsewhere in this Contract is the Fee Schedule set forth in Attachment I, the constituent parts of which are the amounts listed therein as being payable on account of each Subtask.

EXHIBIT D

PROJECT AND MEETING SCHEDULE

The Meeting Schedule is attached hereto and incorporated herein as Attachment II.

The Project Schedule is attached hereto and incorporated herein at Attachment III.

EXHIBIT E
PROMPT PAYMENT AFFIDAVIT

Company will place a check in the appropriate box below that applies to this payment request.

Re: Payment Request No. _____

I, _____, the _____,
Name Title (e.g., President, Vice President, etc.)

of _____ ("Company"), do state the following with
regard to payments made under Contract No. _____ ("Contract"):

1. Subcontractors, at the first tier, both DBE and non-DBE, who completed work and were listed for payment on the prior Payment Request No. _____, were paid no later than five (5) business days after Company received payment from CTA.
2. Copies of invoices and cancelled checks for subcontractors at the first tier who were paid under the prior payment request have been delivered or mailed to the DBE Department. In addition, Company has attached to the current Payment Request all lien waivers for prior subcontractor payments and any other documentation required by CTA. (Failure to attach all required documentation to the Payment Request or forward cancelled checks and invoices to the CTA DBE Department may cause the Payment Request to be rejected by CTA.)
3. All retainage amounts withheld from any subcontractor who satisfactorily completed its portion of the contract work, including punch list items, were paid to the subcontractor(s) no later than fourteen (14) business days after it satisfactorily completed its work, whether or not CTA has paid said retainage amounts to Company. Attach a copy of the cancelled check evidencing payment of each retainage amount.
4. There was no delay in or postponement of any payment owed to a subcontractor, whether periodic payment or retainage amount, except for good cause and after receipt of prior written approval from the CTA Purchasing Agent.

Attach a copy of the written approval from the City of Long Branch Purchasing Agent.

Subscribed and sworn to before me this _____ day of _____ 20 _____	Company Name _____
Notary Public	Signature _____
	Print Name _____
	Date: _____

EXHIBIT F
LOBBYING CERTIFICATION AND DISCLOSURE

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96), and as modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*.)]
3. The undersigned shall require that the language of this Certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its Certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Signature of Engineer's Authorized Official
Name and Title of Engineer's Authorized Official
Date

**Phase 2 Oceanfront Pier and Ferry Terminal
Long Branch, NJ**

THORNTON | TDG | JACKSON TEAM

03/17/2016

Attachments:

I. Fee & Scope Schedule (*To be finalized in accordance with Section VI (B) of this contract*)

Fee by Scope

Fee Summary

II. Meeting Schedule (*To be finalized in accordance with Section VI (B) of this contract*)

III. Work Schedule (*To be finalized in accordance with Section VI (B) of this contract*)

IV. Work Deliverables (*To be finalized in accordance with Section VI (B) of this contract*)

This attachment will be prepared and finalized in accordance with Section VI (B) of this contract once the information provided pursuant to Section IV.C has been fully evaluated and the details regarding the necessary preliminary engineering and design that will be completed in Tasks 2-4 are refined. Additional documentation of the results of discussions with potential private investors held during Tasks 2-4 will also be included.

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ

Attachment I. FEE SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

KEY:
Financial Audit (Informed)
Technical Input (Consulted)
Technical Role (Accountable)
Supervisory and Technical Role (Responsible)

TASK ASSIGNMENT MATRIX: Phase 2: TASK 1
REVIEW OF PHASE 1

	TDG Planning, Architecture Urban Design	John Jackson Programming & Economic Development	Thornton Tomasetti Building & Structural Engineering	LIFT Group Project Management Project Controls	Moffatt Nichol Marine Engineering	Langan Civil, Geotech & Enviro, Engineering	AKF Building Systems MEP/FP
TASK 1.1 Review of Phase 1 MEPC Documents							
a) Review documents and develop comprehensive list of questions for discussion.	\$5,400	\$0	\$0	\$1,200	\$4,000	\$1,000	\$1,500
b) Attend Kick-off meeting/question and answer session in Long Branch.	\$4,800	\$2,700	\$1,800	\$5,200	\$8,000	\$1,500	\$750
c) Review Phase 1 design assumptions	\$3,300	\$1,700	\$400	\$1,800	\$2,000	\$1,500	
d) Review Phase 1 design and documents relative to City goals	\$3,600	\$1,700	\$400	\$1,800	\$2,000	\$1,500	
e) Review Phase 1 design relative to post-Sandy resiliency	\$1,125	\$1,700	\$400	\$1,800	\$2,000	\$1,500	
f) Review Phase 1 program including landside, pier and terminal	\$4,100	\$3,100	\$0	\$675	\$2,000	\$500	
g) Review Phase 1 circulation, access and transportation	\$3,375	\$875	\$0	\$675	\$2,000	\$500	
h) Review the engineering assessment of Phase 1 marine, structural and environmental assumptions.				\$2,400	\$2,750	\$1,000	\$750
Meetings					\$5,400	\$4,000	\$2,500
Task 1.1 Subtotal	\$24,750	\$14,625	\$6,800	\$16,875	\$22,725	\$18,000	\$4,600
TASK 1.2 Verification of Structural Assumptions							
a) Site constraints: land, beach, bathymetry, definition of riparian grants (survey), lot lines, height of pier constraints, climatic conditions, wave conditions, breakwater and bulkhead assumptions.	\$2,700		\$0	\$675	\$2,952	\$3,500	
b) Constraints and dimensional standards for all program elements.	\$3,825	\$1,800	\$0	\$675	\$2,750	\$1,500	\$1,250
c) Standards and requirements for elements related to ferry terminal operations. Obtain and incorporate into physical design, with regard to dimensions, sizing, and performance criteria for Ferry Terminal Elements, such as but not limited to: landing berths, bulkhead shape and size, pier height, transitions, ferry terminal capacity, services, appurtenances, etc.	\$1,350	\$900	\$0	\$675	\$8,750	\$500	
d) Fire code, egress and emergency access standards.	\$1,350		\$0	\$675	\$1,350	\$1,000	\$1,500
e) Engage Team for Access needs for various program elements for users, delivery and public safety vehicles, operations and services.	\$2,825	\$1,125	\$0	\$675	\$2,825	\$1,000	\$1,500
f) Engage Team for Input for constructability and structural considerations into preliminary design.	\$1,350		\$3,200	\$4,650	\$1,478	\$1,000	
g) Identify phasing and permitting issues as related to physical design.	\$1,350		\$0	\$1,350	\$1,478	\$2,500	
h) Identify cost basis and assumptions for phase 1 Pier Elements.	\$1,350	\$875	\$3,200	\$2,700	\$1,478	\$1,000	\$750
Meetings	\$0		\$3,200	\$675	\$1,478	\$2,500	
Task 1.2 Subtotal	\$18,450	\$4,600	\$12,800	\$13,650	\$20,973	\$17,000	\$6,500
Task 1.1-1.2 Subtotal							
TASK 1.3 Special Technical Studies							
Special Technical Studies: Add Estimates	\$0	\$1,125	\$1,125	\$1,425	\$31,350	\$1,000	\$0
Task 1.3 Subtotal	\$0,075	\$1,125	\$1,125	\$3,825	\$31,350	\$1,500	\$0
TASK 1: TOTAL (with Special Technical Studies Included)							
	\$49,275	\$20,250	\$20,725	\$34,360	\$72,048	\$56,600	\$11,000

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ

Attachment 1. FEE SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

Participation (Informed)
Technical Input (Consulted)
Technical Lead (of Associate Team)
Supervisory and Technical Role (Responsible)

TDG	Planning, Architecture, Urban Design	Lehr Jackson	Programming & Economic Development	Thornton Tomasetti	Building & Structural Engineering	LIFT Group	Project Management/ Project Controls	Molitoff Nichols	Marine Engineering	Langen	Civil, Geotechnical & Enviro. Engineering	ANF	Building Systems MEWP
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TABLE 1: ASSIGNMENT MATRIX: Phase 2: Task 2
PRELIMINARY PROGRAM & PHYSICAL CONCEPT DEFINITION

Task 2.1: Preliminary Program							
a) Planview the work done to date in relation to the commercial, functional and transportation programs to be accommodated, and specifically the AKRF report and the latest proposed layout of the pier.	\$1,800	\$4,500			\$1,750	\$1,000	\$1,250
b) Propose a viable and sympathetic program scenario to be accommodated on the pier in the detailed with ongoing input from the City and key stakeholders.	\$1,750	\$11,250		\$875	\$9,000	\$500	
c) Analyze the preliminary program based on current economic conditions.	\$1,800	\$3,000		\$875	\$8,000	\$500	
d) Conduct a preliminary study of the impact of seasonality on performance of various commercial activities in the preliminary program.	\$1,750	\$4,750			\$1,000	\$500	
e) Obtain input on the preliminary program from qualified private interests who may consider participation in the development.	\$1,750	\$12,500		\$875	\$3,750	\$500	
f) Work iteratively to refine location and physical qualities of public and private components of the preliminary program.	\$4,500	\$9,000		\$875	\$3,000	\$500	
Meetings & workshops	\$1,800	\$0	\$1,000	\$18,000	\$8,000	\$1,000	\$3,000
Task 2.1 Subtotal	\$10,450	\$54,000	\$7,000	\$40,000	\$14,500	\$4,500	\$7,250

Task 2.2: Preliminary Physical Concept Design							
TASK 2.2.1: BASE DESIGN DOCUMENTATION & ANALYSIS							
a) The overall demand and interrelationships with base connector requirements, for commercial and service spaces, and user amenities on land in the vicinity of the pier.	\$8,000	\$1,200	\$0	\$875	\$7,000	\$500	
b) Identify Trade-offs for upland vs. pier for preferred location of various functions, and physical constraints, and parameters. Review cost controls with Team and City, based upon Preliminary	\$1,800	\$1,800	\$0	\$1,750	\$9,000	\$500	
c) Relationships between the various functions, with a view to maximize efficiency.	\$1,800	\$1,800	\$0			\$500	
d) Impact of proposed spaces on ferry reliability and review of additional revenue streams and intermodal interface alternatives.	\$8,000	\$1,200	\$0	\$875	\$2,750	\$500	
e) A preliminary take on optimal locations of the various elements of the program, having regard to their relation to one another and to other elements, notably the ferry terminal, and transport from land-side facilities.	\$1,500	\$1,125	\$500	\$875	\$2,400	\$500	
f) Develop a Preliminary Physical Concept Design for a build-out that addresses the layout and arrangement of spaces to be accommodated on the pier, inclusive of commercial and public program, on, under and around, the pier.	\$27,675	\$1,600	\$500		\$1,875	\$500	
g) A preliminary physical concept for accommodation for seasonal impacts, in particular, the ability to provide viable spaces for winter business.	\$8,000	\$900	\$500	\$875	\$1,900	\$500	
h) Preliminary planning for optimized access for various users. This includes incorporating the need for circulation, vehicles or other means of access for deliveries, operators and emergencies.	\$2,500	\$900	\$500	\$875	\$2,400	\$500	
i) A preliminary location concept assessing the accommodation of program mix, and illustration of physical space design.	\$22,500	\$900	\$1,500		\$2,000	\$500	
j) Preliminary coordination of impact of the pier program on the overall pier structure.	\$1,750		\$2,250			\$500	
k) Provide preliminary input as needed to City's cost estimator and the key team members to ensure the findings of Task 2 are reflected in the cost estimate which shall be prepared by the City's Cost Estimator to inform review of the Preliminary Program & Physical Concept Definition by the City.	\$8,000		\$3,000	\$8,400	\$8,000	\$3,000	
Meetings			\$1,000	\$10,600	\$2,100	\$500	
Task 2.2 Subtotal	\$169,875	\$31,175	\$20,520	\$22,950	\$53,175	\$9,500	\$55,500
Task 2.1-2.2 Subtotal	\$206,870	\$85,475	\$21,520	\$42,875	\$49,725	\$14,000	\$12,750

Task 2.3: Detailed Studies							
Special Technical Studies: Add Alternatives	\$4,500	\$4,750	\$8,000	\$1,750	\$12,300	\$13,000	\$2,075
Task 2.3 Subtotal	\$4,500	\$8,750	\$8,000	\$2,375	\$12,300	\$13,000	\$2,075

At completion of Task 2, 50% completion of preliminary engineering and design:

TASK 2: TOTAL (with Special Technical Studies included)							
	\$219,175	\$72,225	\$28,520	\$48,850	\$87,025	\$27,000	\$14,825

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ

Attachment 1. FEE SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

KEY
Execution (Informed)
Technical Input (Consulted)
Technical Role (Advisable)
Supervisory and Technical Role (Responsible)

TASK ASSIGNMENT MATRIX: Phase 2: TASK 3
CONCEPT DESIGN

Task 3.1. Program Context

a) Frequency and synergistic program scenario to be accommodated in the program, desired configuration based on input from the City and key stakeholders.	\$7,700	\$3,000	\$0	\$675	\$1,936	\$500
b) Conduct a refined study impact of seasonality on performance of various commercial activities in the program.	\$1,150	\$2,500	\$0	\$675	\$1,936	\$600
c) Obtain input on the program concept from qualified private interests who may consider participation in the development.	\$2,700	\$2,000	\$0	\$675	\$1,936	\$600
d) The Team will work iteratively to refine location and physical qualities of public and private components of the program concept.	\$2,700	\$18,000	\$0	\$675	\$1,936	\$500
Meetings & workshops			\$1,000	\$13,500	\$6,000	\$1,400
Task 3.1 Subtotal	\$11,250	\$46,500	\$1,000	\$20,825	\$13,808	\$3,400
						\$6,000

Task 3.2. Physical Concept Design

a) The overall demand for commercial and service spaces, and their location in the vicinity of the pier.	\$2,500	\$1,500	\$450			\$500
b) Visualize and illustrate tradeoffs for upland vs. pier of various functions, including identification of physical constraints, parameters, and cost centers.	\$45,000	\$1,000	\$450			\$500
c) The relationship between the various functions and with outside spaces, with a view to maximize multi-use.	\$45,000	\$1,000	\$450			\$500
d) Impact of proposed spaces on ferry ridership, and review additional revenue streams and user-marine interface alternatives.	\$9,900	\$1,800	\$450	\$675	\$6,080	\$500
e) Access and combined service space, both for convenience of users and for operational or safety purposes.	\$11,250	\$1,350	\$450	\$675	\$1,936	\$500
f) Iteratively develop the optimal location of the various elements of the program, having regard to their location in relation to one another and to other elements, notably the ferry terminal.	\$35,000	\$4,500	\$8,800	\$675	\$3,572	\$500
g) Develop a Physical Concept Design for a build-out that addresses the layout and arrangement of spaces to be accommodated on the pier.	\$31,500	\$1,350	\$3,625	\$675	\$4,700	\$500
h) Inclusive of commercial and public program, on, under and around, the pier. Incorporate into the Concept Design accommodation for seasonal impacts, in particular, the ability to provide viable spaces for winter business.	\$31,500	\$1,500	\$3,625	\$675	\$1,936	\$500
i) Incorporate into the planning optimized access for various users. This includes incorporating the need for circulation, vehicles or other means of access for deliveries, operations and emergencies.	\$31,500	\$1,350	\$0	\$675	\$1,936	\$500
j) Develop a location concept for assessing the accommodation of program mix, and visualization of physical space design.	\$20,250		\$800		\$1,000	\$500
m) Coordination of impact of the pier program on the overall pier structure.	\$13,500	\$1,350	\$4,000	\$2,025	\$3,872	\$1,500
Meetings		\$2,800		\$3,000	\$9,900	\$6,000
Task 3.2 Subtotal	\$306,700	\$21,800	\$28,370	\$16,875	\$29,898	\$8,500
						\$7,500

Task 3.1-3.2 Subtotal

Special Technical Studies: Add Allemates	\$0	\$13,800	\$6,125	\$0	\$13,800	\$11,500	\$4,500
Task 3.3 Subtotal	\$14,625	\$13,500	\$6,125	\$0,450	\$18,500	\$11,500	\$4,500

At completion of Task 3, 80% completion of preliminary engineering and design.

TASK 3: TOTAL (with Special Technical Studies included)

	\$315,675	\$34,600	\$36,495	\$46,750	\$72,004	\$23,400	\$17,800
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Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ
Attachment L FEE SCHEDULE
THORNTON | TDG | JACKSON TEAM
Date: 03/17/2016

Role
Participation (Informed)
Technical Input (Consulted)
Technical Role (Accomplished)
Supervisory and Technical Role (Responsible)

TASK ASSIGNMENT MATRIX - Phase 2: TASK 4
STAKEHOLDER REFINEMENT OF CONCEPT DESIGN

Module 1: Stakeholder Development of Program

Refinements to program based on feedback from key stakeholders, including adjustments to the Concept Program, location and physical qualities of program components.

Meetings

Task 4.1 Subtotal

\$14,475	\$15,075	\$12,000	\$1,000	\$3,748	\$2,000	
\$14,475	\$15,075	\$12,000	\$1,000	\$3,748	\$2,000	\$4,500

Module 2: Stakeholder Development of Concept Design

Refinements to physical concept design based on feedback from key stakeholders, including: adjustments to Concept Program and layout, and minor refinements to illustrations/visualizations.

Meetings

Task 4.2 Subtotal

\$78,075	\$78,500	\$6,500	\$2,200	\$7,112	\$2,000	\$1,800
\$78,075	\$78,500	\$6,500	\$2,200	\$7,112	\$2,000	\$1,800

Task 4.1-4.2 Subtotal

\$92,475	\$26,575	\$7,500	\$28,350	\$14,560	\$6,000	\$10,000

Task 4.3: Special Technical Studies:

Special Technical Studies: Add Alternatives

Task 4.3 Subtotal

\$40,000	\$10,000	\$1,000	\$2,000	\$3,000	\$10,000	\$2,000
\$40,000	\$10,000	\$1,000	\$2,000	\$3,000	\$10,000	\$2,000

At completion of Task 4, 80% completion of preliminary engineering and design:

TASK 4: TOTAL (with Special Technical Studies included)

\$132,475	\$38,575	\$17,500	\$34,350	\$22,560	\$16,000	\$12,000

Project Directors, PMs

By each discipline as needed.

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ
Attachment 1 FEE SCHEDULE
THORNTON | TDG | JACKSON TEAM
Date 08/17/2016

Participation (Informed)
Technical Input (Consulted)
... Critical Role (Cooperative)
Supervisory and Technical Role (Responsible)

TASK ASSIGNMENT MATRIX Phase 2 Task 5
Preliminary/Design/Endorsement Report for Industry Outreach of Qualified Partner

	TDG Planning, Urban Design	Lehr Jackson Planning & Economic Development	Thornton Pompeii Building & Structural Engineering	LEIT Group Project Management/ Project Controls	Mollett Nahm Marine Engineering	Long Civil, Geotechnical & Environmental Engineering	ABC Building Systems MEP/FF
Task 5.1: Outreach to Industry							
Prepare and assemble prior technical work summaries for all completed tasks.	\$19,500	\$1,500	\$1,800	\$2,700	\$1,000	\$1,000	\$1,500
Assist in hosting an Industry Forum.	\$5,750	\$1,100	\$1,600	\$2,100	\$80	\$80	\$80
Define the amount and direction of engineering design work needed to package all work performed to date into a usable library of technical information upon which to base decisions on remaining work needed before seeking commitment to be involved in Ferry terminal/ pier development.	\$5,400	\$1,100	\$2,400	\$2,700	\$80	\$80	\$80
Meetings	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
Task 5.1 Subtotal	\$27,450	\$7,200	\$7,200	\$7,200	\$3,600	\$3,600	\$3,600
Task 5.2: Outreach to Industry							
Based on forum comments, prepare technical issues papers on key aspects of pier development (i.e., ferry operator needs and interest, need to expand to a limited function on-sector technical pier and ferry terminal engineering studies completed in Phase 1 and Phase II, etc.)	\$11,500	\$1,500	\$1,500	\$2,700	\$5,600	\$5,600	\$1,500
Provide input into the key decisions to be made before potential future private investment commitments can be made, and refine the current state of knowledge about selected aspects or parameters of the ferry terminal/pier.	\$2,400	\$3,000	\$1,500	\$4,500	\$80	\$80	\$80
Meetings	\$2,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
Task 5.2 Subtotal	\$22,700	\$6,600	\$5,600	\$4,500	\$5,700	\$5,100	\$2,400
Task 5.3: Project Definition							
Based upon all prior work, prepare inputs for a final project definition document defining and setting forth detailed parameters concerning: purpose, problem/opportunity, project goal, project objectives, project scope, key stakeholders, outcomes/outputs, criteria, assumptions and constraints, risk, estimated cost, and estimated duration.	\$47,210	\$1,500	\$1,500	\$2,700	\$8,500	\$8,500	\$1,500
Provide input into a workable strategy with resolution to pursue pier and ferry terminal construction as a public-private partnership for attracting commitments by interested parties.	\$4,000	\$2,600	\$1,500	\$2,700	\$80	\$80	\$80
Provide input into elements of this strategy, to include likely costs, sources and uses of funds, ability to fund part of the ferry terminal/pier project with private capital, timetable for permitting, method of procuring construction equipment, and the like.	\$4,700	\$1,600	\$1,500	\$2,250	\$80	\$80	\$80
Meetings	\$3,000	\$3,000	\$1,600	\$3,500	\$1,700	\$1,800	\$1,000
Task 5.3 Subtotal	\$57,210	\$9,600	\$5,600	\$2,250	\$8,000	\$8,100	\$2,200
* At end of sub-task 5.3 (before start MOU negotiations), compilation of 100% of preliminary engineering and design.							
Provide technical input for the FTA to be used by the City to potential ferry terminal operators and other potential private sector participants.	\$4,500	\$1,500	\$1,500	\$1,600	\$8,500	\$8,500	\$900
Provide input into formal sub-lease/rent by ferry terminal operators and other pier development team participants can be generated.	\$2,100	\$1,600	\$1,500	\$2,000	\$80	\$80	\$80
Provide input into a specific plan of interest in carrying out development of the ferry terminal pier, after review of industry-proposed plan suggestions are vetted and exercised.	\$1,400	\$1,600	\$1,500	\$1,600	\$80	\$80	\$80
Meetings	\$2,200	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
Task 5.4 Subtotal	\$11,200	\$7,200	\$7,200	\$5,400	\$8,400	\$8,400	\$2,200
Task 5.5: Final Report							
Evaluate FESI response to the proposed public-private partnership approach.	\$19,000	\$1,500	\$1,500	\$2,100	\$8,000	\$8,000	\$1,500
Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and state guidelines to proceed under a public-private partnership to build upon continue the Project if it can't be conducted by the Ferry terminal operator and other pier development team participants can be generated.	\$6,400	\$1,500	\$1,500	\$1,600	\$80	\$80	\$80
Provide input into the final value approach to concluding with public-private partnership for pier development.	\$3,500	\$1,100	\$1,500	\$1,600	\$80	\$80	\$80
Provide input into a Memorandum of Understanding (MOU) that incorporates performance milestones with the most qualified partner team to bring the Ferry terminal pier project to fruition.	\$1,700	\$1,200	\$1,500	\$1,600	\$80	\$80	\$80
Meetings	\$2,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600	\$1,600
Task 5.5 Subtotal	\$24,600	\$11,700	\$11,700	\$8,400	\$8,400	\$8,400	\$2,200
TASK 5 TOTAL							
	\$106,850	\$54,400	\$21,400	\$48,200	\$45,700	\$45,400	\$13,600

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ

Attachment 1. FEE SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

THORNTON | TDG | JACKSON FEE SUMMARY

Task 1 : Review of Phase 1

Fee
Special Technical Studies Fee
Travel
Reimbursables
Overall Team Coordination Fee
Overall Team Coordination Travel
Overall Team Coordination Reimbursables
TOTAL TASK 1

TDG Planning, Architecture Urban Design	Lehr Jackson Programming & Economic Development	Thornton Tomasetti Building & Structural Engineering	LIFT Group Project Management/ Project Controls	Moffatt Nessel Marine Engineering	Langen Civil, Geotech & Enviro. Engineering	AKF Building Systems MEP/FP	Task 1 : Review of Phase 1
\$43,200	\$19,125	\$19,600	\$30,525	\$46,698	\$35,000	\$11,000	\$205,146
\$6,075	\$1,125	\$1,125	\$3,825	\$31,350	\$1,500	\$0	\$45,000
\$8,000	\$4,000	\$1,760	\$5,153	\$2,300	\$300	\$350	\$19,863
\$3,000	\$3,000	\$500	\$859	\$1,000	\$1,500	\$100	\$9,969
\$5,000	\$1,000		\$5,000				\$11,000
\$2,000	\$0		\$2,000				\$4,000
\$2,000	\$0		\$2,000				\$4,000
\$67,275	\$26,250	\$22,985	\$49,361	\$81,348	\$38,300	\$11,450	\$298,969

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ

Attachment L FEE SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

THORNTON | TDG | JACKSON FEE SUMMARY

Task 2. Preliminary Program & Physical Concept Definition

Fee

Special Technical Studies Fee

Travel

Reimbursables

Overall Team Coordination Fee

Overall Team Coordination Travel

Overall Team Coordination Reimbursables

TOTAL TASK 2

	TDG Planning, Architecture Urban Design	Lehr Jackson Programming & Economic Development	Thornton Tomasetti Building & Structural Engineering	LIFT Group Project Management/ Project Controls	Morrell Nichols Marine Engineering	Langdon Civil, Geotech & Enviro. Engineering	AKF Building Systems MEP/FP
\$205,870	\$65,475	\$21,520	\$42,975	\$49,724	\$14,000	\$12,750	
\$4,500	\$6,750	\$8,000	\$3,375	\$12,300	\$13,000	\$2,075	
\$18,000	\$14,000	\$1,760	\$6,953	\$300	\$300	\$350	
\$40,000	\$3,000	\$500	\$1,159	\$100	\$750	\$50	
\$5,000	\$1,000		\$5,000				
\$3,000	\$0		\$3,000				
\$4,000	\$0		\$1,000				
\$280,370	\$90,225	\$31,780	\$63,461	\$62,424	\$28,050	\$15,225	

Task 2: Preliminary Program & Physical
Concept Definition

\$412,314

\$50,000

\$41,663

\$45,559

\$11,000

\$6,000

\$5,000

\$571,535

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ

Attachment I. FEE SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

THORNTON | TDG | JACKSON FEE SUMMARY

Task 3: Concept Design

Fee

Special Technical Studies Fee

Travel

Reimbursables

Overall Team Coordination Fee

Overall Team Coordination Travel

Overall Team Coordination Reimbursables

TOTAL TASK 3

TDG Planning, Architecture Urban Design	Lehr Jackson Programming & Economic Development	Thornton Tomasetti Building & Structural Engineering	LIFT Group Project Management/ Project Controls	Moffatt Nichol Marine Engineering	Langan Civil, Geotechnical & Enviro. Engineering	AKF Building Systems MEP/FP
\$320,950	\$71,100	\$30,370	\$36,900	\$43,504	\$11,900	\$13,500
\$14,625	\$13,500	\$8,125	\$9,450	\$18,500	\$11,500	\$4,300
\$12,000	\$10,000	\$1,760	\$6,953	\$300	\$300	\$350
\$58,000	\$5,000	\$500	\$1,158	\$100	\$350	\$50
\$10,000	\$1,000		\$6,000			
\$3,000	\$0		\$3,000			
\$6,000	\$0		\$1,000			
\$424,575	\$100,600	\$40,755	\$64,451	\$62,404	\$24,250	\$18,200

Task 3: Concept Design

\$526,224

\$20,000

\$31,663

\$65,359

\$17,000

\$6,000

\$7,000

\$735,245

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ

Attachment I. FEE SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

THORNTON | TDG | JACKSON FEE SUMMARY

Task 4 Stakeholder Refinement of Concept Diagram

Fee

Special Technical Studies Fee

Travel

Reimbursables

Overall Team Coordination Fee

Overall Team Coordination Travel

Overall Team Coordination Reimbursables

TOTAL TASK 4:

TDG Planning, Architecture Urban Design	Lehr Jackson Programming & Economic Development	Thornton Tomasetti Building & Structural Engineering	LIFT Group Project Management/ Project Controls	Moffatt Nierhol Marine Engineering	Langen Civil, Geotech & Enviro. Engineering	AKF Building Systems MEP/FP
\$82,475	\$28,575	\$7,500	\$28,350	\$14,660	\$6,000	\$10,000
\$40,000	\$10,000	\$10,000	\$6,000	\$8,000	\$10,000	\$2,000
\$10,000	\$24,000	\$1,760	\$5,153	\$300	\$300	\$360
\$12,000	\$2,000	\$500	\$359	\$100	\$200	\$50
\$5,000	\$1,000		\$5,000			
\$3,000	\$0		\$3,000			
\$4,000	\$0		\$1,000			
\$166,475	\$65,575	\$19,760	\$48,361	\$23,060	\$16,500	\$12,400

Task 4 Stakeholder Refinement of
Concept Diagram

\$187,560

\$86,000

\$41,863

\$16,709

\$11,000

\$6,000

\$5,000

\$363,131

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ

Attachment I. FEE SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

THORNTON | TDG | JACKSON FEE SUMMARY

Task 5: Preliminary Design & Engineering Report for Industry Outreach, Selection of Most Qualified Partner and Execution of MOU	TDG Planning, Architecture Urban Design	Lehr Jackson Programming & Economic Development	Thornton Tomasetti Building & Structural Engineering	LIFT Group Project Management/ Project Controls	Moffatt Nichol Marine Engineering	Langan Civil, Geotech & Enviro. Engineering	AKF Building Systems MEP/P	Task 5: Prelim. Design & Engineering Report for Industry Outreach
Fee	\$166,050	\$50,400	\$23,400	\$43,200	\$25,700	\$23,400	\$13,000	\$345,150
Travel	\$8,000	\$6,000	\$1,700	\$8,480	\$300	\$300	\$350	\$22,190
Reimbursables	\$13,500	\$2,000	\$500	\$1,080	\$100	\$200	\$50	\$17,430
Overall Team Coordination Fee	\$26,000	\$4,000		\$6,000				\$36,000
Overall Team Coordination Travel	\$3,500	\$1,000		\$3,500				\$8,000
Overall Team Coordination Reimbursables	\$6,000	\$0		\$1,000				\$7,000
TOTAL TASK 5	\$223,050	\$62,400	\$25,650	\$61,280	\$26,100	\$23,900	\$13,400	\$435,770

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ

Attachment I. FEE SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

THORNTON | TDG | JACKSON FEE SUMMARY

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ
Attachment II. MEETING SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

Role
Participation (Informed)
Technical Input (Consulted)
Technical Role (Accountable)
Supervisory and Technical Role (Responsible)

TASK ASSIGNMENT MATRIX: PHASE 2: TASK 1
REVIEW OF PHASE 1

Task 1.1 Review of Phase 1 (MSC-1) Requirements						
a) Review documents and develop comprehensive list of questions for discussion.						
b) Attend Kick-off meeting/question and answer session in Long Branch.	1	1		1		
c) Review Phase 1 design assumptions						
d) Review Phase 1 design and documents relative to City goals						
e) Review Phase 1 design relative to post-Sandy resiliency						
f) Review Phase 1 program including landside, pier and terminal						
g) Review Phase 1 circulation, access and transportation						
h) Review the engineering assessment of Phase 1 marine, structural and environmental assumptions.						
Meetings	1	1	1	1	1	1
Task 1.1 Subtotal	2	2	1	2	1	1
Task 1.2 Identify and Engage with Team on Ferry Terminal Elements						
a) Site constraints: land, beach, bathymetry, definition of riparian grants (survey), lot lines, height of pier constraints, climatic conditions, wave conditions, breakwater and bulkhead assumptions.						
b) Constraints and dimensional standards for all program elements.						
c) Standards and requirements for elements related to ferry terminal operations. Obtain and incorporate into physical design, with regard to dimensions, siting, and performance criteria for Ferry Terminal Elements, such as but not limited to: landing berths, bulkhead shape and size, pier height, transitions, ferry terminal capacity, services, appearances, etc.						
d) Fire code, egress and emergency access standards.						
e) Engage Team inputs for Access needs for various program elements for users, delivery and public safety vehicles, operations and services.						
f) Engage Team for inputs for constructability and structural considerations into preliminary design.						
g) Identify phasing and permitting issues related to physical design.						
h) Identify cost basis and assumptions for phase 1 Pier Elements.						
i) Identify and engage with Team on post-Sandy build-out and standards.						
Meetings	1	1	1	1	1	1
Task 1.2 Subtotal	1	1	1	1	1	1
Task 1.3 Special Technical Studies						
Special Technical Studies: Add Alternatives						
Task 1.3 Subtotal	0	0	0	0	0	0
TASK 1. TOTAL	6	3	2	3	2	2

Formal meetings with the City are identified below.
Team working meetings to be identified separately.

Phase 2 Thornton Pier and Ferry Terminal, Long Branch, NJ
Attachment 1L MEETING SCHEDULE
THORNTON | TDG | JACKSON TEAM
Date: 03/17/2016

TASK ASSIGNMENT MATRIX: Phase 2: Task 2 PRELIMINARY PROGRAM & PHYSICAL CONCEPT DEFINITION								Scheduling and Technical Milestones																					
Task 2.1: Preliminary Program & Physical Concept Definition	TDS, Plumbing, Architective, Urban Design	Lah Jachim, Programming & Economic Development	Thornton Tomasetti, Building & Structural Engineering	LIFT Group, Project Management/Project Control	Morrell Nichols, Matrix Engineering	Long Branch, City, Facilitate & Staffing, Engineering	AMF, Building Systems, MEF/PF	Formal meetings with the City are identified below. Team Working meetings to be identified separately.																					
Task 2.1.1: Preliminary Program																													
<p>a) Review the work done to date in relation to the commercial, functional and enforcement segments to be accommodated, and specifically the AMF/PF report and the latest proposed layout of the site.</p> <p>b) Develop a viable and sympathetic program to be accommodated on the plan in the context with existing layout from the City and key stakeholders.</p> <p>c) Analyze the preliminary program based on constraints and conditions.</p> <p>d) Conduct a preliminary study of the impact of seasonality on performance of various commercial activities in the preliminary program.</p> <p>e) Obtain input from the preliminary program from qualified private interests who may consider participation in the development.</p> <p>f) Develop a strategy to refine location and physical details of public and private components of the preliminary program.</p>																													
<p>Meetings:</p> <table border="1"> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> </table>										1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10																				
1	2	3	4	5	6	7	8	9	10																				
Task 2.1.2: Subtotal								One project meeting in Long Branch with the City to discuss parameters (Project Directors and Staff) and one presentation to City of Findings (Project Directors only) in Long Branch.																					
Task 2.2: Preliminary Design Documentation & Analysis																													
Task 2.2.1: PRELIMINARY PHYSICAL CONCEPT DESIGN																													
<p>a) The overall demand and interrelationship with basic programme requirements, for commercial and service spaces, and communication and in the vicinity of the site.</p> <p>b) Identify Trade-offs for updated vs. prior preferred location of various functions, and physical constraints, and parameters. Review cost cards with Team and City, based upon Preliminary Cost Estimate from City Cost Estimator.</p> <p>c) Relationship between the various functions, with a view to maximum efficiency.</p> <p>d) Preliminary design based on key risks and review of sufficient revenue streams and user market segment assumptions.</p> <p>e) A preliminary take on selected locations of the various elements of the program, having regard to their relation to one another and to other elements, notably the Henry Street, and branches from Jacobsen, Johnson.</p> <p>f) Develop a preliminary Physical Concept Design for a build-out that addresses the layout and arrangement of spaces to be accommodated on the plan, inclusive of commercial and public areas, as required and stated, as follows:</p> <ul style="list-style-type: none"> a) A preliminary physical concept for accommodation for seasonal visitors, in particular, the ability to provide visitor access to relevant wings. b) Preliminary planning for optimised access for various users. This includes incorporating the need for circulation, vehicles, as other forms of access (or delivery, operations and emergencies). <p>g) A preliminary location concept assessing the accommodation of program mix, and illustration of physical place setting.</p> <p>h) Preliminary continuation of layout of the plan program on the overall site structure.</p> <p>i) Provide preliminary input as needed to the City's cost estimates and the key team members in review the findings of Task 2.2 as reflected in the cost estimates which shall be prepared by the City's Cost Estimator to inform review of the Preliminary Program & Physical Concept Definition by the City.</p>																													
<p>Meetings:</p> <table border="1"> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr> <td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> </table>										1	2	3	4	5	6	7	8	9	10	1	2	3	4	5	6	7	8	9	10
1	2	3	4	5	6	7	8	9	10																				
1	2	3	4	5	6	7	8	9	10																				
Working charrettes								One project meeting with the City to discuss parameters (all) and one presentation to City of Findings (Project Directors and Staff) in Long Branch.																					
Task 2.2.2: Subtotal								Two full days of working charrettes in Long Branch.																					
Task 2.3: Special Technical Studies: Addendums																													
Task 2.3.1: Subtotal																													
At completion of Task 2, 30% completion of preliminary engineering and design.								Meetings to be determined with definition of add alternate scope.																					
TASK 2 TOTAL	1	2	3	4	5	6	7	8	9																				

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ
Attachment II. MEETING SCHEDULE
THORNTON | TDG | JACKSON TEAM
Date: 03/17/2016

KEY
Participation (Informed)
Technical Input (Consulted)
To - City of Long Branch
Secretary and Technical Role (Responsible)

Formal meetings with the City are identified below.
Team working meetings to be identified separately.

**TASK ASSIGNMENT MATRIX: PHASE 2- TASK 1
CONCEPT DESIGN**

Task 1.1: Programmatic						
a) Propose a viable and sympathetic program scenario to be accommodated on the pier in the site configuration based on input from the City and key stakeholders.						
b) Conduct a refined study/impact of necessary on performance of various commercial activities in the process.						
c) Obtain input on the program concept from qualified private interests who may consider participation in the development.						
d) The Team will work iteratively to refine location and physical qualities of public and private components of the program concept.						
Meetings						
	2	2		2	1	
Task 1.1 Subtotal	2	2	0	2	1	0
Task 1.2: Conceptual Design						
a) The overall demand for commercial and service spaces, and user densities in the vicinity of the pier.						
b) Visualize and illustrate tradeoffs for upland vs. pier of various functions, including identification of physical constraints, parameters, and cost controls.						
c) The relationship between the various functions and with outside spaces, with a view to maximizing multi-use.						
d) Impact of proposed spaces on ferry ridership, and review additional revenue streams and user/marine interface alternatives.						
e) Areas and combined service spaces, both for convenience of users and for operational or safety purposes.						
f) Iteratively develop the optimal location of the various elements of the program, having regard to their location in relation to one another and to other elements, notably the ferry terminal.						
g) Develop a Physical Concept Design for a build-out that addresses the layout and arrangement of spaces to be accommodated on the pier.						
h) Inclusive of commercial and public program, on, under and around, the pier. Incorporate into the Concept Design accommodation for seasonal impacts, in particular, the ability to provide shelter spaces for winter businesses.						
i) Incorporate into the planning optimized access for various users. This includes incorporating the need for circulation, vehicles or other means of access for deliveries, operations and emergencies.						
j) Develop a location concept for assessing the accommodation of program mix, and visualization of critical interlace station.						
Meetings						
	2	5	3	2	1	1
Working charrettes	2	2	2	2	2	2
Task 1.2 Subtotal	4	4	3	4	4	3
Task 2: Programmatic Technical Analysis						
Special Technical Studies: Add Alternatives						
Task 2.0 Subtotal	0	0	0	0	0	0
At completion of Task 3: 80% completion of preliminary engineering and design.						
TASK 3: TOTAL	6	8	5	6	5	3

Phase 2 Oceanfront Pier and Ferry Terminal, Long Branch, NJ

Attachment II. MEETING SCHEDULE

THORNTON | TDG | JACKSON TEAM

Date: 03/17/2016

KEY
Participation (Informed)
Technical Input (Consulted)
Technical Role (Accountable)
Supervisory and Technical Role (Responsible)

Formal meetings with the City are identified below.
Team working meetings to be identified separately.

**TASK ASSIGNMENT MATRIX: Phase 2: TASK 4
STAKEHOLDER REFINEMENT OF CONCEPT DESIGN**

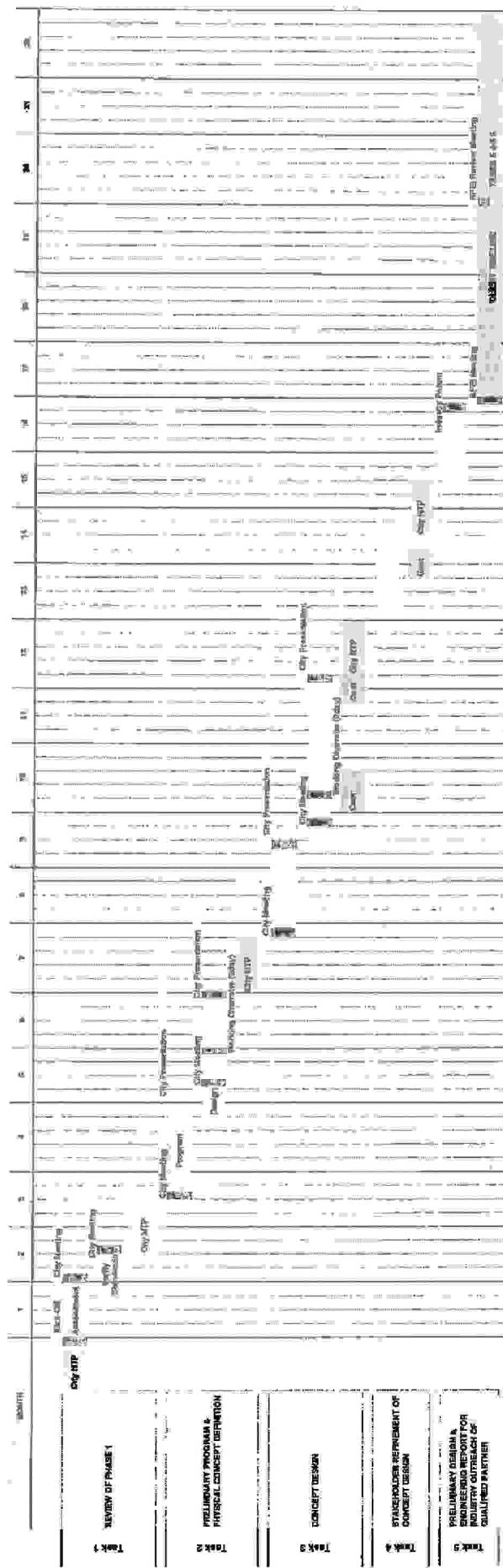
Task 4.1 Stakeholder Refinement of Program							
Refinements to program based on feedback from key stakeholders, including adjustments to the Concept Program, location and physical qualities of program components.							
Meetings							
Task 4.1 Subtotal							
	0	0	0	0	0	0	0
Task 4.2 Stakeholder Refinement of Physical Concept Design							
Refinements to physical concept design based on feedback from key stakeholders including: adjustments to Concept Project and layout; and minor refinements to illustrations/visualizations.							
Meetings							
Task 4.2 Subtotal							
	0	0	0	0	0	0	0
Task 4.3 Stakeholder Technical Studies							
Special Technical Studies: Add Alternates							
Meetings to be determined with definition of add alternate scope.							
Task 4.3 Subtotal							
	0	0	0	0	0	0	0
At completion of Task 4, 80% completion of preliminary engineering and design.							
TASK 4. TOTAL							
	0	0	0	0	0	0	0

Phase 1 Oceanfront Pier and Ferry Terminal | Long Branch, NJ
Attachment 11 MEETING SCHEDULE
THORNTON | TDG | JACKSON TEAM
Date: 03/17/2016

Periodic table (Elements):
Technical input (Compiling):

Formal message with the City and Mayor's Office to
inform them of the proposed changes.

Task 2: Assessment of the implementation of the RFPs for the Ferry Terminal Project									
Task 2.1: Assessment of the implementation of the RFPs for the Ferry Terminal Project in Long Branch									
<p>Provide and assemble prior technical work submissions for all completed tasks, Aid in holding an Industry Forum, Define the amount and direction of engineering/technical work needed to package all work performed to date into a Useable Library of technical information upon which to base decisions on remaining work needed before seeking commitment to be involved in Ferry terminal development.</p>									
<p>Meetings:</p>									
<p>Task 2.1.1: Assess</p>									
<p>Based on forum comments, prepare technical issues papers on key aspects of plan development (i.e., ferry operator needs and interest, need to expand in a limited fashion on scaled technical plan and ferry terminal engineering studies completed in Phase 1) and Phase II, also:</p> <ul style="list-style-type: none"> Provide input (to the City) to facilitate the early identification of potential lease plan requirements, constraints, costs, and refine the current state of knowledge about selected aspects or parameters of the Ferry terminal plan. 									One RFP meeting with the City and presentation/presentation to the Industry Forum attended by Project Director only.
<p>Meetings:</p>									
<p>Task 2.1.2: Assess</p>									
<p>Based on early work, prepare issues for a local project committee statement outlining and seeking early demand parameters concerning planning, preliminary feasibility, project goal, project objectives, project scope, key stakeholders, communication matrix, assumptions and constraints, risks, estimated cost, and estimated duration.</p>									
<p>Provide input into a timetable strategy with stakeholders to prepare plan and Ferry terminal construction as a public-private partnership for structuring commitments by interested parties.</p>									
<p>Provide input into a timetable strategy with stakeholders to prepare plan and Ferry terminal construction as a public-private partnership for structuring commitments by interested parties.</p>									
<p>Meetings:</p>									
<p>Task 2.1.3: Assess</p>									
<p>Meetings:</p>									No formal client meetings.
<p>Task 2.1.4: Assess</p>									
<p>Based on early work, prepare issues for a local project committee statement outlining and seeking early demand parameters concerning planning, preliminary feasibility, project goal, project objectives, project scope, key stakeholders, communication matrix, assumptions and constraints, risks, estimated cost, and estimated duration.</p>									
<p>Provide input into a timetable strategy with stakeholders to prepare plan and Ferry terminal construction as a public-private partnership for structuring commitments by interested parties.</p>									
<p>Provide input into a specific plan of action to ongoing plan development of the Ferry terminal plan, after review of industry/participant plan submissions are vetted and screened.</p>									
<p>Meetings:</p>									
<p>Task 2.1.5: Assess</p>									
<p>Meetings:</p>									One RFP meeting with City to present findings and determine if the RFP is pursued.
<p>Task 2.1.6: Assess</p>									
<p>Provide technical input for the RFPs to be released by the City to potential ferry terminal operators and other plan development team participants.</p>									
<p>Provide input into a timetable strategy to hold a pre-bid conference in Long Branch, as leave to potential stakeholders by ferry terminal operators and other plan development team participants may be prompted.</p>									
<p>Provide input into a specific plan of action to ongoing plan development of the Ferry terminal plan, after review of industry/participant plan submissions are vetted and screened.</p>									
<p>Meetings:</p>									
<p>Task 2.1.7: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.8: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.9: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.10: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.11: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.12: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.13: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.14: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.15: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.16: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.17: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.18: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.19: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									
<p>Provide input into the best value approach to proceeding with public-private partnership for plan development.</p>									
<p>Provide input into a Memorandum of Understanding (MOU) that identifies the responsibilities and roles of the most qualified partner team to begin the Ferry terminal plan project as stated.</p>									
<p>Meetings:</p>									
<p>Task 2.1.20: Assess</p>									
<p>Evaluate RFP responses to the proposed public private partnership approach.</p>									
<p>Provide input into the determination of the most qualified team after conducting a thorough evaluation of credentials and technical plans by applying FTA and City goals and objectives to the proposed public private partnership to build upon outcomes the Phase I work to ensure incorporation of the Ferry terminal plan.</p>									



Meeting in Long Branch with City

Task Duration:

Cost Estimate by City Consultant

Notice to Proceed (NTP): Assumes 3 weeks for client review and approval between tasks

Note: Refer to III: Meeting Schedule for team member participation information.

**Phase 2 Oceanfront Pier and Ferry Terminal
Long Branch, NJ**

THORNTON | TDG | JACKSON TEAM

03/17/2016

Attachment IV. Work Deliverables

(To be finalized in accordance with Section VI (B) of this contract)

This attachment will be prepared and finalized in accordance with Section VI (B) of this contract once the information provided pursuant to Section IV.C has been fully evaluated and the details regarding the necessary preliminary engineering and design that will be completed in Tasks 2-4 are refined. Additional documentation of the results of discussions with potential private investors held during Tasks 2-4 will also be included.

R# 67-16

RESOLUTION
APPROVAL PAYMENT OF BILLS

WHEREAS, the City Council of the City of Long Branch have examined the bills and the vouchers therefore that are contained on the attached list.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Long Branch that the payment of bills set forth on the attached list are hereby approved.

MOVED: Pallone

SECONDED: Bastelli

AYES: 5

NAYES: 0

ABSENT: 0

ABSTAIN: 0

I hereby certify the foregoing to be a true copy of a resolution adopted by the City Council at their Regular meeting held on March 22, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Long Branch, Monmouth County, New Jersey this 23rd day of MARCH, 2016.


Kathy L. Schmitz, RMC
City Clerk

PUBLIC NOTICE

Notice is hereby given that the following bills will be submitted for payment approval as of March 22, 2016. The original bills are on file in the Office of the Director of Finance of the City of Long Branch between the hours of 8:30 A.M. and 4:30 P.M. Monday through Friday.

279 Broadway Associates

A.C. Moore

A.R. Communications

Adpro

Alexander Kelly

All Hands Fire Equipment

Andrew Clay

Ansell, Grimm & Aaron

Ansell, Grimm & Aaron

Ansell, Grimm & Aaron

Atlantic Plumbing Supply

Auto Parts

Brother's Towing & Recovery

Cablevision Lightpath

Carl F. Jennings

CCC Heavy Duty Truck Parts Co.

City of Long Branch Clearing Account

City of Long Branch Payroll Agency Account

Claudine Moschella

Coast Hardware Co., Inc

Complete Security Systems Inc

Concept Printing & Promotions

Cooper Electric Supply Co.

County of Monmouth

Craft Oil Corporation/Petrochoice

CWA Local 1075, AFL-CIO

D M S & D Associates

Danna Kawut

David Spaulding

Dearborn National

Dunkin Donuts

Rent - March 2016 - Municipal Court		
Supplies for Special Events - March 2016 - Senior Affairs	166.41	
Radio Installation - DPW	100.00	
Short Sleeve Soccer Shirts - Recreation	466.26	
Cell Phone Allowance - January - March 2016 - IT	120.00	
Short Sleeve Polo - Fire Department	42.00	
Soccer Referee - 03/05/16 & 03/12/16 - Recreation	420.00	
Legal Services Rendered - General and Tax Appeals - February 2016	22,098.49	Pymt# 2
Legal Services Rendered - Retainer - February 2016	2,500.00	Pymt# 2
Legal Services Rendered - Tax Appeals - February 2016	2,673.27	Pymt# 2
Miscellaneous Plumbing Parts & Supplies- DPW	144.46	
Miscellaneous Auto Parts - February 2016 - Various Departments	2,153.66	
Towing - 2/25/16	30.00	
Monthly Dark Fiber Lease - March 2016	1,500.00	Pymt# 3
Cell Phone Allowance - January - March 2016 - Recreation	120.00	
Truck Parts - Sanitation	1,230.19	
To Reimburse Clearing Account	8,827.81	
To Reimburse Clearing Account	506,388.02	
To Reimburse Clearing Account	27,271.76	
To Reimburse Clearing Account - Payroll Dated 3/11/16	907,875.06	
Payroll Dated 3/11/16	871,163.35	
Payroll Dated 3/11/16 - FICA/Medicare	36,712.42	
NJ State Health Benefits - March 2016	460,988.57	
DCRP Employer Match - February 2016	425.58	
Refund of Tax Overpayment - Reso. #55-16	2,229.23	
Miscellaneous Hardware & Supplies - Various Departments	131.08	
Fire Alarm Monitoring - March 2016 - February 2017 - Senior Center	420.00	
Office supplies - Purchasing	995.00	
Electrical Supplies - DPW	188.35	
Salt Brine - Public Works	927.50	
Antifreeze - DPW	520.00	
Dental & Vision Premium - March 2016	5,100.00	
Oil Absorbent - OEM	687.00	
Cell Phone Allowance - January - March 2016 - Administration	120.00	
Cell Phone Allowance - January - March 2016 - Purchasing	120.00	
Life Insurance Premium - March 2016	1,252.27	
Refreshments for Training - 02/13/2016 - LBFD	359.81	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

DW Smith Associates	Engineering Services - Manahassett Creek Park - February 2016	1,440.00	Pymt# 1-2
DW Smith Associates	Engineering Services - Turf Field - February 2016	472.50	Pymt# 21
Edwards Tire Co. Inc.	Tires - DPW	6,558.44	
Federal Cleaning Contractors	Window Cleaning - February 2016 - Recreation	25.00	
Fine Fare	Food for Lunch and Learn - 02/22/2016 - Senior Affairs	303.81	
Flowers by Vanbrunt	Flowers for Frank Pallone, Sr - Mayor's Office	75.00	
G.F.O.A. of New Jersey	2016 Membership Dues - P. Antonucci - Finance	90.00	
Garden State Highway Products	Stop Signs - Traffic - Police Department	1,216.50	
General Linen & Paper Supply	Janitorial Supplies - Various Departments	160.35	
Groff Tractor New Jersey LLC	Miscellaneous Parts - DPW	443.24	
Hilsen Pest Control, LLC	Pest Control - March 2016 - Health	410.00	
Home Depot Credit Services	Miscellaneous Supplies - DPW	854.01	
Horizon Blue Cross Blue Shield	Dental Premium - March 2016	*	13,725.74
Hunter Jersey Peterbilt	Miscellaneous Parts & Supplies - Sanitation	2,116.55	
IACP	Membership Renewal for 2016 - Jason Roebuck - Police Department	150.00	
Jacob L. Jones	Cell Phone Allowance - January - March 2016 - Community Development	120.00	
Jaeger Lumber	Materials for Library - DPW	628.15	
Jamm Printing	Retail Food Inspection Reports - Health Dept/ Violation Notices - Fire Dept	565.00	
Jesco, Inc.	Miscellaneous Equipment - DPW	500.26	
Joanne's Fabrics	Supplies for St. Patrick's Day Party - Senior Affairs	*	487.56
John's Auto & Truck Repair	Towing - 2/16/16 - Fire/ Towing - 02/15/16 - Police Dept	135.00	
Johnson's Restaurant Supply	Oven Racks for Fire Headquarters - DPW	220.00	
Johnstone Supply	Gas Heaters for Fire Headquarters - DPW	1,562.86	
Joseph Fazzio - Wall, LLC	Materials for Fire Department - DPW	191.07	
Konica Minolta Business Solutions USA Inc.	Copier Agreement & Maintenance - Various Departments	3,021.39	
Liberty Paper & Janitorial Supply	Janitorial Supplies - DPW	1,004.85	
Long Branch Chamber of Commerce	Rent - April 2016 - Community Development, Recreation & Human Services	3,300.00	
Lorco Petroleum	Oil Filter Removal - DPW	150.00	
M.C.A.A.	Registration for 2016 - John Butow & William Laird - Tax Assessor	120.00	
Marjam Supply Co. Inc.	Miscellaneous Supplies - DPW	444.73	
Masune First Aid & Safety	First Aid Supplies - Public Works	135.25	
MCAA of Monmouth County	Membership Dues for 2016 - Terri Turner & Robin Young - Municipal Court	80.00	
MCAA of NJ	Membership Dues for 2016 - Terri Turner - Municipal Court	45.00	
Meadowlands Transportation	Year Round Shuttle Service - February 2016	3,500.00	Pymt# 5
Michael A Irene, Jr	Professional Services - Zoning Board Attorney - Retainer - January and February 2016	1,500.00	Pymt# 1-2
Michael A Irene, Jr	Professional Services - Zoning Board Attorney - General - January and February 2016	1,650.00	Pymt# 1-2
Mid Atlantic Municipal LLC	Cylinders for Plows - DPW	*	815.04
Mid-Atlantic Truck Center	Miscellaneous Parts & Supplies - DPW	445.17	
Mocean Hollow Metal and Hardware	Door for Union Avenue Fire House/ Door for City Hall Building	982.00	
Mon Cnty Fire Prevention and Protection Assoc	Miscellaneous Auto Parts - DPW	240.00	
Mon Cnty Police Academy	SLEO Basic Course - Various Officers - Police Department	3,600.00	
Monmouth County Regional	Public Health Service Fees - January & February 2016	*	15,800.00
Monmouth Truck Equipment	Snow Removal Equipment - DPW	3,900.00	
NEC Corp. of America	Phone System Rental - March 2016	*	3,132.23
New Jersey Motor Vehicle	Vehicle Title - DPW	*	60.00
NJ Criminal Interdiction LLC	Training Seminar Pro Active Patrol - Police Department	600.00	
Northern Tool & Equipment	Miscellaneous Tools/Equipment - DPW	*	164.20
Party Fair	Supplies for St. Patrick's Day - 03/17/2016 - Senior Center	224.66	

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

PPC Lubricants, Inc.		2,252.64
Red the Uniform Tailor		7,982.00
Riggins Incorporated		21,254.70
Salvatore Merkel		120.00
Serpico's Business Machines		898.45
Siperstein's		224.87
Skylands Area Fire Equipment & Training		11,574.83
Staples Business Advantage		28.19
Stavola Contracting Co, Inc.		799.98
T & M Associates		77.00 Pymt# 14
T & M Associates		1,078.00 Pymt# 19
T & M Associates		1,473.50 Pymt# 14
Teresa Giordano		120.00
Tom Hueston		70.00
Trius, Inc.		6,480.66
U S Municipal Supply		1,008.57
Up-tite Fasteners Inc		90.00
Vantage Point R.E. Dev Mgmt., LLC		13,171.96 Pymt# 1
Verizon		1,751.05
Vision Service Plan		1,156.30
W.B. Mason		2,817.91
W.W. Grainger		49.98
Windstream		5,929.42
Wireless Communications & Electronics		7,664.96

TOTAL CURRENT

3,031,908.08

City of Long Branch Clearing Account		
Compass Construction		386,932.42
George Harms Construction Co.		118,844.60 Pmt. #2
Holiday Inn: Appleton		268,087.82 Pmt. #9
JCP&L		
Vantage Point R.E. Dev. Mgmt., LLC		

TOTAL CAPITAL

773,864.84

City of Long Branch Clearing Account		
City of Long Branch Clearing Account		116.46
City of Long Branch Clearing Account		6,389.19
City of Long Branch Clearing Account		6,148.55
City of Long Branch Payroll Agency Account		5,732.30
City of Long Branch Payroll Agency Account		416.25
City of Long Branch Payroll Agency Account		5,728.73
Dearborn National		11.01

* DENOTES PREPAY

** SUBJECT TO COMPLETION OF PAYMENT PACKAGE

Horizon Blue Cross Blue Shield
 NJ State Dept. of Health & Senior Services
 Red the Uniform Tailor
 Verizon
 Vision Service Plan

Dental Premium - March 2016	*	189.39
Animal Control License Fees - February 2016	*	427.20
Animal Control Uniform - Animal Control - Health	*	833.81
Cell & Wireless Service - Animal Control - Bill Dated 2/16/16	*	116.46
Vision Premium - March 2016	*	32.86

TOTAL ANIMAL CONTROL

26,142.21

Adpro
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 Dearborn National
 Dunkin Donuts
 Horizon Blue Cross Blue Shield
 K-Mart
 Konica Minolta Business Solutions USA Inc.
 Vision Service Plan

Short Sleeve Soccer Shirts - Recreation	*	330.00
To Reimburse Clearing Account	*	2,170.08
NJ State Health Benefits - March 2016	*	1,978.82
Life Insurance Premium - March 2016	*	7.34
Refreshments - Business Meeting - Community Development	*	47.98
Dental Premium - March 2016	*	157.26
Holiday Gifts for Event - 12/11/2015 - Community Development	*	896.50
Copier Agreement & Maintenance - Various Departments	*	279.18
Vision Premium - March 2016	*	26.66

TOTAL HUD

5,893.82

Ambar I Abellar, Esq
 Ansell, Grimm & Aaron
 Christiana Trust as Custodian
 City of Long Branch Clearing Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 City of Long Branch Payroll Agency Account
 Cranmer Engineering
 Dearborn National
 Horizon Blue Cross Blue Shield
 JNH Funding Corp
 Leon S. Avakian, Inc
 Maser Engineering
 Public Tax Investments, LLC
 TWR CST for Ebury Fund 1NJ LLC
 US Bank Cust for BV001 Trust
 US Bank Cust PC 4 Firsttrust Bk
 US Bank Cust PC 5 Sterling Nati
 Vision Service Plan

Alternate Public Defender - 12/31/15 and 01/06/2016 - Municipal Court	*	600.00
Legal Services Rendered - Pier Village III - February 2016	*	110.00
Tax Sale Premium	*	3,600.00
To Reimburse Clearing Account	*	15,800.00
To Reimburse Clearing Account	*	6,356.12
To Reimburse Clearing Account	*	110.00
To Reimburse Clearing Account - Payroll Dated 3/11/16	*	11,247.04
Payroll Dated 3/11/16	*	10,984.80
Payroll Dated 3/11/16 - FICA/Medicare	*	261.53
NJ State Health Benefits - March 2016	*	2,760.49
Professional Services - Various Escrows - Zoning	*	3,404.75
Life Insurance Premium - March 2016	*	3.67
Dental Premium - March 2016	*	78.63
Tax Sale Premiums	*	500.00
Professional Services - Various Escrows - Planning	*	1,520.00
Professional Services - Various Escrows - Planning/ Zoning	*	16,906.25
Tax Sale Premium	*	900.00
Tax Sale Premium	*	300.00
Tax Sale Premium	*	6,700.00
Tax Sale Premium	*	1,200.00
Tax Sale Premiums	*	6,100.00
Vision Premium - March 2016	*	13.33

TOTAL TRUST OTHER

89,456.61

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** SUBJECT TO COMPLETION OF PAYMENT PACKAGE