

Torres Rojas, Genara

FOI #14642

From: boburg@northjersey.com
Sent: Thursday, February 06, 2014 1:08 PM
To: Duffy, Daniel
Cc: Torres Rojas, Genara; Van Duyne, Sheree
Subject: Freedom of Information Online Request Form

Information:

First Name: Shawn
Last Name: Boburg
Company: The Record
Mailing Address 1: 1 Garret Mountain Plaza
Mailing Address 2:
City: Woodland Park
State: NJ
Zip Code: 07104
Email Address: boburg@northjersey.com
Phone: 973-569-7196
Required copies of the records: Yes

List of specific record(s):

I am requesting all approvals, bids, rankings, proposals related to the Port Authority's choice of Clarke Caton Hintz to perform a 75,000 land use study in Hoboken. The firm was chosen by the Port Authority in 2010. In addition, I am requesting any documents that show who was involved in scoring or selecting the firm, as well as any e-mails received or sent by Bill Baroni, David Wildstein, Michael Francois, and David Samson, related to the study or the selection of the firm. The responsive documents should include any requests for proposals, qualifications and documents submitted by firms that were not selected.

THE PORT AUTHORITY OF NY & NJ

FOI Administrator

March 31, 2014

Mr. Shawn Boburg
The Record
1 Garret Mountain Plaza
Woodland Park, NJ 07104

Re: Freedom of Information Reference No. 14642

Dear Mr. Boburg:

This is in response to your February 6, 2014 request, which has been processed under the Port Authority's Freedom of Information Code (the "Code"), for copies of all approvals, bids, rankings, proposals related to the Port Authority's choice of Clarke Caton Hintz to perform a 75,000 land use study in Hoboken, any documents that show who was involved in scoring or selecting the firm, and e-mails between Bill Baroni, David Wildstein, Michael Francois, and David Samson related to the study or the selection of the firm, including any requests for proposals, qualifications and documents submitted by firms that were not selected.

Material responsive to your request and available under the Code can be found on the Port Authority's website at <http://www.panynj.gov/corporate-information/foi/14642-LPA.pdf>. Paper copies of the available records are available upon request.

Certain material responsive to your request is exempt from disclosure pursuant to exemptions (2.b.) and (5) of the Code.

Very truly yours,



Daniel D. Duffy
FOI Administrator

*225 Park Avenue South, 17th Floor
New York, NY 10003
T: 212 435 3642
F: 212 435 7555*



THE PORT AUTHORITY OF NY & NJ

February 4, 2011

Michael Sullivan, ASLA, LLA, PP, AICP
Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

Dear Mr. Sullivan:

This is to confirm that the Port Authority wishes to employ the Services of Clarke Caton Hintz for the Hoboken North End Redevelopment Study, per your proposal of January 18, 2011. You will perform this work under the terms of Clarke Caton Hintz's contract with the Port Authority, #DEV-10-046, for Professional Planning Services on a Call-In Basis.

The City of Hoboken and I look forward to working with you on this very important project.

Regards,

Gretchen Minneman

CC: B. Forbes, Community Development Director, City of Hoboken

*Gretchen Minneman
Real Estate Services Department
225 Park Avenue South, 19th Floor
NY, NY 10003
T: 212-435-6588
gminneman@panynj.gov*



THE PORT AUTHORITY OF NY & NJ

P.A. Agreement #DEV-10-046

October 6, 2010

Liliana D. Valenti
Director, Procurement

Clarke Caton Hintz
100 Barrack Street
Trenton, NJ 08608

CONFORMED

Attention: Michael F. Sullivan, ASLA, AICP, Partner

SUBJECT: PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2010

Dear Mr. Sullivan:

1. The Port Authority of New York and New Jersey (hereinafter referred to as the "Authority") hereby offers to retain Clarke Caton Hintz (hereinafter referred to as "the Consultant" or "you") to provide the subject services as more fully set forth in Attachment A, which is attached hereto and made a part hereof, on a "call-in" basis during 2010.

At the Authority's discretion, the Consultant may be required to enter into a new agreement for performance of said services for each of the following two (2) years (2011, 2012). Said agreement(s) shall be identical to this Agreement unless otherwise mutually agreed upon by the parties. Subsequent agreements shall be sent to the Consultant as noted above at least 30 days prior to the end of the current term.

The Authority does not guarantee the ordering of any services under this Agreement and specifically reserves the right, in its sole discretion, to use any person or firm to perform the type of services required hereunder.

This Agreement shall be signed by you and the Authority's Director of Procurement. As used herein "Chief" shall mean the Chief of Real Estate and Development Department of the Authority acting either personally or through his duly authorized representatives acting within the scope of the particular authority vested in them, unless specifically stated to mean acting personally.

For the purpose of administering this Agreement, the Chief has designated Frank DiMola, Director of Real Estate Services Department, to act as his duly authorized representative. The Project Manager for this project is John Tyler, at (212) 435-6516, or e-mail address jtyler@panynj.gov.

2. Your services shall be performed as expeditiously as possible and at the time or times required by the Chief. Time is of the essence in the performance of all your services under this Agreement.

3. In response to a request for specific services hereunder and prior to the performance of any such services, you shall submit in writing to the Chief for approval an estimated cost and staffing analysis of such services to the Authority. Approval of such cost and direction from the Chief in

*One Madison Avenue, 7th Floor
New York, NY 10010
t. 212-435-8427*

writing to proceed shall effectuate the performance of services under this Agreement. After the point at which your expenditures for such services reach such approved estimated cost, you shall not continue to render any such services unless you are specifically authorized in writing to so continue by the Chief and you shall submit to him for approval a revised written estimated cost of such services. If no such authorization is issued, the performance of the specifically requested services under this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed. It is understood, however, that this limitation shall not be construed to entitle you to an amount equal to the approved estimated cost. Preparation of the cost estimate and staffing analysis mentioned in the first sentence of this paragraph shall not be a compensable service hereunder.

4. In order to effectuate the policy of the Authority, the services provided by the Consultant shall comply with all provisions of Federal, State, municipal, local and departmental laws, ordinances, rules, regulations, and orders which would affect or control said services if the services were being performed for a private corporation, unless the Authority standard is more stringent, in which case the Authority standard shall be followed, or unless the Consultant shall receive a written notification to the contrary signed by the Chief personally, in which case the requirements of said notification shall apply.

5. The Consultant shall meet and consult with Authority staff as requested by the Chief in connection with the services to be performed herein. All items to be submitted or prepared by the Consultant hereunder shall be subject to the review of the Chief. The Chief may disapprove, if in his sole opinion said items are not in accordance with the requirements of this Agreement or professional standards or are impractical, uneconomical, or unsuited in any way for the purpose for which the contemplated services are intended. If any of the said items or any portion thereof are so disapproved, the Consultant shall forthwith revise them until they meet the approval of the Chief, but the Consultant shall not be compensated under any provision of this Agreement for performance of such revisions. No approval or disapproval or omission to approve or disapprove, however, shall relieve the Consultant of his responsibility under this Agreement to furnish the requested services in accordance with an agreed upon schedule and in accordance with professional standards.

6. You shall not continue to render services under this Agreement after the point at which the total amount to be paid to you hereunder including reimbursable expenses reaches the combined total of each of the approved estimated costs unless you are specifically authorized in writing to so continue by the Chief. If no such authorization is issued, this Agreement shall be terminated without further obligation by either of the parties as to services not yet performed, but you shall be compensated as hereinafter provided for services already completed.

7. As full compensation for all your services and obligations in connection with this Agreement, the Authority will pay you the total of the amounts computed under subparagraphs A, B, C, and D below, subject to the limits on compensation and provisions set forth in paragraph 3 and 6

above. Subject to the terms and conditions below, travel time is not reimbursable under subparagraphs A, B, and C hereunder.

A. The Consultant shall be compensated at an amount equal to 2.3 times the actual salaries paid by you to professional and technical personnel but not partners, principals, for time actually spent by them in the performance of services hereunder, plus an amount equal to the number of hours actually spent by partners and principals in the performance of services hereunder times the billing rate (no multiplier applied) described below but in each case excluding premium payments for overtime work or night work or for performing hazardous duty. Attached hereto is a schedule of actual salaries and titles of architects, engineers, technical staff or other permanent professional and technical personnel employed by you, as well as rates customarily billed for partners and principals on projects such as this. Said staffing analysis shall clearly indicate any of your employees, proposed by you to perform the requested services that are former Port Authority employees. For compensation purposes under this Agreement, no said salary or amount shall exceed the salary or amount received by said personnel or rate customarily billed for a partner or principal as of the effective date of this Agreement unless the Chief has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase.

The Authority reserves the right of approval of all personnel, amounts, billing rates and salaries of said personnel performing services under this Agreement. When requesting salary or billing rate adjustments for one or more of its personnel, the Consultant shall submit his/her name, title, current direct hourly rate or billing rate, proposed new direct hourly salary or billing rate, resulting percentage increase, effective date and reason for the requested change setting forth in detail any increased costs to the Consultant of providing the services under this Agreement which has given rise to the request for increased salary. For adjustments submitted after the effective date of this Agreement it is the intention of the Authority to grant an increase if the Consultant demonstrates compliance with all of the following conditions: that increases in salary, or partner's or principal's billing rate or amount are a) in accordance with the program of periodic merit and cost of living increases normally administered by it, b) warranted by increased costs of providing services under this Agreement, c) based upon increases in salaries and billing rates which are generally applicable to all of Consultant's clients and d) in accordance with the Authority's salary rate increase policy for the current year for Authority employees possessing comparable skills and experience. If during any calendar year, Authority limits are not available to the Consultant in a timely fashion, increases falling within such limits may be approved retroactively, as appropriate. The amount of increase in salary or billing rate, if any, to be applicable under this Agreement shall therefore in all cases be finally determined by the Chief or his designee, in their sole and absolute discretion.

Notwithstanding the above, the multiplier set forth in the first line of this subparagraph shall be applied only in the case of personnel other than partners or principals who are permanent employees.

B. An amount equal to the premium payments for overtime work or night work or for performing hazardous duty, actually paid to partners, principals, project/program management or other professional and technical employees for time actually spent by them in the performance of services hereunder when such overtime or other premium payments have been demonstrated to

be in accordance with the Consultant's normal business practice and have been authorized in advance by the Chief in writing. The Project Manager for the Authority shall have the right to authorize and approve premium payments up to a total amount of \$1,000 per occasion. Payments above said total amount shall be subject to the prior written authorization of the Chief. Such premium payments to supervisory employees, who do not receive such payments in the Consultant's normal business practice, shall not be given under this Agreement.

C. An amount equal to the amounts actually paid to subconsultants hereunder who have been retained after the written approval by the Chief of the subconsultant and the compensation to be paid the subconsultant. The Consultant shall submit a copy of the terms and conditions of the subconsultant's compensation (including multiplier, if applicable), as well as an estimate of the number of hours required by the subconsultant to perform its services, as part of any request for approval of the subconsultant.

D. The Consultant shall also be compensated at an amount equal to the out-of-pocket expense, approved in advance by the Chief, necessarily and reasonably incurred and actually paid by you in the performance of your services hereunder. Out-of-pocket expenses are expenses that are unique to the performance of your services under this Agreement and generally contemplate the purchase of outside ancillary services, except that for the purpose of this Agreement, out-of-pocket expenses do include amounts for long distance telephone calls; rentals of equipment; travel and local transportation; and meals and lodging on overnight trips.

Notwithstanding the above, the Authority will pay an amount approved in advance by the Chief and computed as follows for the reproduction of submittal drawings, specifications and reports:

1) If the Consultant uses its own facilities to reproduce such documents, an amount computed in accordance with the billing rates the Consultant customarily charges for reproduction of such documents on agreements such as this, or

2) If the Consultant uses an outside vendor for the reproduction of such documents, the actual, necessary and reasonable amounts for the reproduction of such documents.

The expenses do not include expenses that are usually and customarily included as part of the Consultant's overhead. For the purposes of this Agreement out-of-pocket expenses do not include amounts for mailing and delivery charges; typing, utilization of computer systems, computer aided design and drafting (CADD), cameras, recording or measuring devices, flashlights and other small, portable equipment, safety supplies, phones, telephone calls, electronic messaging including FAX, Telex and telegrams, or expendable office supplies. Unless otherwise indicated, required insurance is not a reimbursable expense.

When the Consultant uses his personal vehicle to provide services within the Port District, the Consultant shall be reimbursed for travel expenses beyond normal commuting costs at a rate not higher than the Annual Federal Mileage Reimbursement Rate (as determined by the Internal Revenue Services) per mile traveled by auto.

When the Consultant is asked to provide services outside the Port District, the actual cost of transportation as well as the cost for hotel accommodations and meals shall be reimbursable hereunder when approved in advanced in writing by the Chief. If the Consultant chooses to

travel each day to an assignment, where it would be more economical to take a hotel room near the assignment, the maximum reimbursable travel expenses shall not exceed the daily cost for meals and lodging. Reimbursable travel as defined herein shall be limited to one round trip per week's service except when otherwise approved in advance and in writing by the Chief. The cost for all meals and lodging on approved overnight trips are limited to the amounts established by the United States General Services Administration for that locality.

General Services Administration (GSA) Domestic Rates:

<http://www.gsa.gov/porta/category/21287>

You shall obtain the Chief's written approval prior to making expenditures for out-of-pocket expenses in excess of \$1,000 per specific expenditure and for all overnight trips, which are reimbursable expenditures as set forth above. You shall substantiate all billings for out-of-pocket expenses in excess of \$25 with receipted bills and provide said receipts with the appropriate billing.

E. As used herein: "Port District" is an area comprised of about 1,500 square miles in the States of New York and New Jersey, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States.

"Salaries paid to employees" or words of similar import shall mean salaries and amounts actually paid (excluding payments or factors for holidays, vacations, sick time, bonuses, profit participations and other similar payments) to professional and technical employees of the Consultant, for time actually spent directly in the performance of technical services hereunder and recorded on daily time records that have been approved by the employee's immediate supervisor, excluding the time of any employee of the Consultant to the extent that the time of such employee of the Consultant is devoted to typing/word processing, stenographic, clerical or administrative functions. Such functions shall be deemed to be included in the rates referred to in subparagraph A above.

8. You shall keep, and shall cause any subconsultants under this Agreement to keep, daily records of the time spent in the performance of services hereunder by all persons whose salaries or amounts paid thereto will be the basis for compensation under this Agreement as well as records of the amounts of such salaries and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures hereunder, and, notwithstanding any other provisions of this Agreement, failure to do so shall be a conclusive waiver of any right to compensation for such services or expenses as are otherwise compensable hereunder. The Authority shall have the right to audit all such records.

The Authority shall have the right to inspect your records, and those of your subconsultants, pertaining to any compensation to be paid hereunder, such records to be maintained by you and your subconsultants for a period of one year after completion of services to be performed under this Agreement.

9. On or about the fifteenth day of each month, you shall render a bill for services performed and reimbursable out-of-pocket expenses incurred in the prior month, accompanied by such records and receipts as required, to the Project Manager. Each invoice shall bear your taxpayer number and the purchase order number provided by the Chief. Upon receipt of the foregoing, the Chief will estimate and certify to the Authority the approximate amount of compensation earned by you up to that time. As an aid to you, the Authority shall, within fifteen days after receipt of such certification by the Chief, advance to you by check the sum certified minus all prior payments to you for your account.

10. The Authority may at any time for cause terminate this Agreement as to any services not yet rendered, and may terminate this Agreement in whole or in part without cause upon three (3) days notice to you. You shall have no right of termination as to any services under this Agreement without just cause. Termination by either party shall be by certified letter addressed to the other at its address hereinbefore set forth. Should this Agreement be terminated in whole or in part by either party as above provided, you shall receive no compensation for any services not yet performed, but if termination is without fault on your part, the Authority shall pay you as the full compensation to which you shall be entitled in connection with this Agreement the amounts computed as above set forth for services completed to the satisfaction of the Chief through the date of termination, minus all prior payments to you.

11. You shall not issue or permit to be issued any press release, advertisement, or literature of any kind, which refers to the Authority or the services performed in connection with this Agreement, unless you first obtain the written approval of the Chief. Such approval may be withheld if for any reason the Chief believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

12. Under no circumstances shall you or your subconsultants communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the services to be performed hereunder except upon prior written approval and instructions of the Chief, provided however, that data from manufacturers and suppliers of material shall be obtained by you when you find such data necessary unless otherwise instructed by the Chief.

13. Any services performed for the benefit of the Authority at any time by you or on your behalf, even though in addition to those described herein, even if expressly and duly authorized by the Authority, shall be deemed to be rendered under and subject to this Agreement (unless referable to another express written, duly executed agreement by the same parties), whether such additional services are performed prior to, during or subsequent to the services described herein, and no rights or obligations shall arise out of such additional services.

14. No certificate, payment (final or otherwise), acceptance of any work nor any other act or omission of the Authority or the Chief shall operate to release you from any obligations under or upon this Agreement, or to estop the Authority from showing at any time that such certificate, payment, acceptance, act or omission was incorrect or to preclude the Authority from recovering

any money paid in excess of that lawfully due, whether under mistake of law or fact or to prevent the recovery of any damages sustained by the Authority.

15. Originals of estimates, reports, records, data, charts, documents, renderings, computations, computer tapes or disks, and other papers of any type whatsoever, whether in the form of writing, figures or delineations, which are prepared or compiled in connection with this Agreement, shall become the property of the Authority, and the Authority shall have the right to use or permit the use of them and any ideas or methods represented by them for any purpose and at any time without other compensation than that specifically provided herein. The Consultant hereby warrants and represents that the Authority will have at all times the ownership and rights provided for in the immediately preceding sentence free and clear of all claims of third persons whether presently existing or arising in the future and whether presently known to either of the parties of this Agreement or not. This Agreement shall not be construed, however, to require the Consultant to obtain for the Consultant and the Authority the right to use any idea, design, method, material, equipment or other matter which is the subject of a valid patent, unless owned by the Consultant, or subconsultant, or an employee of either. Whether or not your Proposal is accepted by the Authority, it is agreed that all information of any nature whatsoever which is in any way connected with the services performed in connection with this Agreement, regardless of the form of which has been or may be given by you or on your behalf, whether prior or subsequent to the execution of this Agreement, to the Authority, its Commissioners, officers, agents or employees, is not given in confidence and may be used or disclosed by or on behalf of the Authority without liability of any kind, except as may arise under valid existing or pending patents, if any.

16. If research or development is furnished in connection with the performance of this Agreement and if in the course of such research or development patentable subject matter is produced by the Consultant, his officers, agents, employees, or subconsultants, the Authority shall have, without cost or expense to it, an irrevocable, non-exclusive royalty-free license to make, have made, and use, either itself or by anyone on its behalf, such subject matter in connection with any activity now or hereafter engaged in or permitted by the Authority. Promptly upon request by the Authority, the Consultant shall furnish or obtain from the appropriate person a form of license satisfactory to the Authority, but it is expressly understood and agreed that, as between the Authority and the Consultant the license herein provided for shall nevertheless arise for the benefit of the Authority immediately upon the production of said subject matter, and shall not await formal exemplification in a written license agreement as provided for above. Such license agreement may be transferred by the Authority to its successors, immediate or otherwise, in the operation or ownership of any real or personal property now or hereafter owned or operated by the Authority but such license shall not be otherwise transferable.

17. You shall promptly and fully inform the Chief in writing of any patents or patent disputes, whether existing or potential, of which you have knowledge, relating to any idea, design, method, material, equipment or other matter related to the subject matter of this Agreement or coming to your attention in connection with this Agreement.

18. This Agreement being based upon your special qualifications for the services herein contemplated, any assignment, subletting or other transfer of this Agreement or any part hereof or of any moneys due or to become due hereunder without the express consent in writing of the Authority shall be void and of no effect as to the Authority, provided, however, that you may sublet services to subconsultants with the express consent in writing of the Chief. All persons to whom you sublet services, however, shall be deemed to be your agents and no subletting or approval thereof shall be deemed to release you from your obligations under this Agreement or to impose any obligation on the Authority to such subconsultant or give the subconsultant any rights against the Authority.

19. The Authority has a long-standing practice of encouraging Minority Business Enterprises (MBEs) and Women-Owned Business Enterprises (WBEs) to seek business opportunities with it, either directly or as subconsultants or subcontractors. "Minority-owned business" or "MBE" means a business entity which is at least 51 percent owned by one or more members of one or more minority groups, or, in the case of a publicly held corporation, at least 51 percent of the stock of which is owned by one or more members of one or more minority groups; and whose management and daily business operations are controlled by one or more such individuals who are citizens or permanent resident aliens. "Women-owned business" or "WBE" means a business which is at least 51 percent owned by one or more women; or, in the case of a publicly held corporation, 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women who are citizens or permanent resident aliens.

"Minority group" means any of the following racial or ethnic groups:

A. Black persons having origins in any of the Black African racial groups not of Hispanic origin;

B. Hispanic persons of Puerto Rican, Mexican, Dominican, Cuban, Central or South American culture or origin, regardless of race;

C. Asian and Pacific Islander persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands;

D. American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

The Authority has set a goal of 12 percent participation by qualified and certified MBEs and 5 percent to qualified and certified WBEs on technical service projects.

To be "certified" a firm must be certified by the Authority's Office of Business and Job Opportunity.

In order to facilitate the meeting of this goal, the Consultant's shall use every good faith effort to utilize subconsultants who are certified MBEs or WBEs to the maximum extent feasible.

The Authority has a list of certified MBE/WBE service firms which is available to you at your request. The Consultant will be required to submit to the Authority's Office of Business and Job

Opportunity for certification the names of MBE/WBE firms he proposes to use who are not on the list of certified MBE/WBE firms.

20. NOTIFICATION OF SECURITY REQUIREMENTS

The Authority has facilities, systems, and projects where terrorism or other criminal acts may have a significant impact on life safety and key infrastructures. The Authority reserves the right to impose multiple layers of security requirements on the Consultant, its staff and subconsultants and their staffs depending upon the level of security required, as determined by the Authority. These security requirements may include but are not limited to the following:

- Consultant/subconsultant identity checks and background screening, including but not limited to: inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; multi-year check of personal, employment and/or credit history; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like;
- Requiring that the Consultant/subconsultant execute a Non-Disclosure and Confidentiality Agreement regarding the disclosure of Confidential Information;
- Issuance of Photo Identification cards;
- Access control, inspection, and monitoring by security guards.

The Consultant may be required to have its staff, and any subconsultant's staff, authorize the Authority or its designee to perform background checks. Such authorization shall be in a form acceptable to the Authority. The Consultant may also be required to use an organization designated by the Authority to perform the background checks. The cost for said background checks shall be reimbursable to the Consultant as an out-of-pocket expense as provided herein.

The Authority may impose, increase, and/or upgrade security requirements for the Consultant and its staff and subconsultants during the term of this agreement to address changing security conditions and/or new governmental regulations.

21. The Consultant assumes the following distinct and several risks to the extent arising from the negligent or willful intentional acts or omissions of the Consultant or its subconsultants in the performance of services hereunder:

A. The risk of loss or damage to Authority property arising out of or in connection with the performance of services hereunder;

B. The risk or loss or damage to any property of the Consultant or its subconsultants arising out of or in connection with the performance of services hereunder;

C. The risk of claims, arising out of or in connection with the performance of services hereunder, whether made against the Consultant or its subconsultants or the Authority, for loss or

damage to any property of the Consultant's agents, employees, subcontractors, subconsultants, materialmen or others performing services hereunder;

D. The risk of claims, just or unjust, by third persons made against the Consultant or its subconsultants or the Authority on account of injuries (including wrongful death), loss or damage of any kind whatsoever arising in connection with the performance of services hereunder including claims against the Consultant or its subconsultants or the Authority for the payment of workers' compensation, whether such claims are made and whether such injuries, damage and loss are sustained at any time both before and after the completion of services hereunder.

The Consultant shall indemnify the Authority against all claims described in subparagraphs A through D above and for all expense incurred by it in the defense, settlement or satisfaction thereof, including expenses of attorneys. If so directed, the Consultant shall defend against any claim described in subparagraphs B, C and D above, in which event he shall not without obtaining express advance permission from the General Counsel of the Authority raise any defense involving in any way jurisdiction of the tribunal, immunity of the Authority, governmental nature of the Authority or the provisions of any statutes respecting suits against the Authority, such defense to be at the Consultant's cost.

The provisions of this clause shall also be for the benefit of the Commissioners, officers, agents and employees of the Authority, so that they shall have all the rights which they would have under this clause if they were named at each place above at which the Authority is named, including a direct right of action against the Consultant to enforce the foregoing indemnity, except, however, that the Authority may at any time in its sole discretion and without liability on its part cancel the benefit conferred on any of them by this clause, whether or not the occasion for invoking such benefit has already arisen at the time of such cancellation.

Neither the completion of services hereunder nor the making of payment (final or otherwise) shall release the Consultant from his obligations under this clause. Moreover, neither the enumeration in this clause or the enumeration elsewhere in this Agreement of particular risks assumed by the Consultant or of particular claims for which he is responsible shall be deemed (a) to limit the effect of the provisions of this clause or of any other clause of this Agreement relating to such risks or claims, (b) to imply that he assumes or is responsible for risks or claims only of the type enumerated in this clause or in any other clause of this Agreement, or (c) to limit the risks which he would assume or the claims for which he would be responsible in the absence of such enumerations.

No third party rights are created by the Agreement, except to the extent that the Agreement specifically provides otherwise by use of the words "benefit" or "direct right of action".

Inasmuch as the Authority has agreed to indemnify the Cities of New York and Newark against claims of the types described in subparagraph D above made against said cities, the Consultant's obligation under subparagraph D above shall include claims by said cities against the Authority for such indemnification.

22. LIABILITY INSURANCE AND WORKERS' COMPENSATION INSURANCE

A. Commercial Liability Insurance:

1) The Consultant shall take out and maintain at his own expense Commercial General Liability Insurance including but not limited to Premises-Operations, Completed Operations and Independent Contractor coverages in limits of not less than \$5,000,000 combined single limit per occurrence for Bodily Injury Liability and Property Damage Liability. And if vehicles are to be used to carry out the performance of this agreement, then the Consultant shall also take out, maintain and pay the premiums on Automobile Liability Insurance covering all owned, non-owned and hired autos in not less than \$5,000,000 combined single limit per accident for bodily injury and property damage. In addition, the liability policies (other than Professional Liability) shall include "The Port Authority of NY & NJ and its wholly owned entities" as additional insureds and shall contain a provision that the policy may not be canceled, terminated or modified without thirty (30) days written advance notice to the Project Manager. Moreover, the Commercial General Liability policy shall not contain any provisions (other than a Professional Liability exclusion, if any) for exclusions from liability other than provisions or exclusions from liability forming part of the most up to date ISO form or its equivalent unendorsed Commercial General Liability Policy. The liability policy(ies) and certificate of insurance shall contain separation of insured condition (cross-liability) and severability of interests provisions so that coverage will respond as if separate policies were in force for each insured.

Further, the certificate of insurance and the liability policy(ies) shall be specifically endorsed that *"The insurance carrier(s) shall not, without obtaining the express advance permission from the General Counsel of the Port Authority, raise any defense involving in any way the jurisdiction of the tribunal over the person of the Port Authority, the immunity of the Port Authority, its Commissioners, officers, agents or employees, the governmental nature of the Port Authority, or the provisions of any statutes respecting suits against the Port Authority"*.

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

- a) Endorsement to eliminate any exclusions applying to the underground property damage, explosion and collapse hazards (XCU).
- b) Endorsement to eliminate any exclusion on account of ownership, maintenance, operation, use, loading or unloading of watercraft.
- c) Coverage for work within 50 feet of railroad.
- d) If the services of the Consultant require the performance of services airside, the Commercial Liability coverage limits stipulated in subparagraph 1, above, shall be increased to an amount not less than \$25,000,000 as provided herein.

B. Workers' Compensation Insurance:

1) The Consultant shall take out and maintain Workers' Compensation Insurance in accordance with the requirements of law and Employer's Liability Insurance with limits of not less than \$1,000,000 each accident.

2) Additional Coverages: The Consultant shall have the policy endorsed when required by the Chief for specific services hereunder and include the additional premium cost thereof as an out-of-pocket expense:

- a) United States Longshoremen's and Harbor Workers' Compensation Act Endorsement.
- b) Coverage B Endorsement - Maritime (Masters or Members of the Crew of Vessels), in limits of not less than \$1,000,000 per occurrence.
- c) Amendments to Coverage B, Federal Employers' Liability Act in limits of not less than \$1,000,000 per occurrence.

C. Professional Liability Insurance:

Not less than \$2,000,000 each occurrence, covering acts, errors, mistakes, and omissions arising out of the work or services performed by Consultant, or any person employed by Consultant. All endorsements and exclusions shall be evidenced on the certificate of insurance. The coverage shall be written on an occurrence basis or may be written on a claims made basis with a minimum of a three-year reporting/discovery period.

D. Compliance:

Prior to commencement of work at the site, the Consultant shall deliver a certificate from its insurer evidencing policies of the above insurance stating the title of this Agreement, the P. A. Agreement number and containing a separate express statement of compliance with each of the requirements above set forth, via e-mail, to the Project Manager.

1) Upon request of the General Manager, Risk Management/Treasury, the Consultant shall furnish to the Authority a certified copy of each policy, exclusive of proprietary premium information.

2) The requirements for insurance procured by the Consultant shall not in any way be construed as a limitation on the nature or extent of the contractual obligations assumed by the Consultant under this Agreement. The insurance requirements are not a representation by the Authority and its wholly owned entities as to the adequacy of the insurance to protect the Consultant against the obligations imposed on them by law or by this or any other agreement.

The General Manager, Risk Management must approve the certificate(s) of insurance before work. If at any time any of the certificates or policies shall become unsatisfactory to the Authority, the Consultant shall promptly obtain a new and satisfactory certificate and/or policy.

**23. CERTIFICATION OF NO INVESTIGATION (CRIMINAL OR CIVIL ANTI-TRUST),
INDICTMENT, CONVICTION, DEBARMENT, SUSPENSION, DISQUALIFICATION
AND DISCLOSURE OF OTHER INFORMATION**

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that the Consultant and each parent and/or affiliate of the Consultant has not:

- A. been indicted or convicted in any jurisdiction;
- B. been suspended, debarred, found not responsible or otherwise disqualified from entering into any agreement with any governmental agency or been denied a government agreement for failure to meet standards related to the integrity of the Consultant;
- C. had an agreement terminated by any governmental agency for breach of agreement or for any cause based in whole or in part on an indictment or conviction;
- D. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Proposal;
- E. had any business or professional license suspended or revoked or, within the five years prior to proposal opening, had any sanction imposed in excess of \$50,000 as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- F. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, proposal rigging, embezzlement, misrepresentation or anti-trust regardless of the dollar amount of the sanctions or the date of their imposition; and
- G. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

**24. NON-COLLUSIVE PROPOSING, AND CODE OF ETHICS CERTIFICATION,
CERTIFICATION OF NO SOLICITATION BASED ON COMMISSION, PERCENTAGE,
BROKERAGE, CONTINGENT OR OTHER FEES**

By proposing on this Agreement, each Consultant and each person signing on behalf of any Consultant certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that:

- A. the prices in its proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Consultant or with any competitor;
- B. the prices quoted in its proposal have not been and will not be knowingly disclosed directly or indirectly by the Consultant prior to the official opening of such proposal to any other Consultant or to any competitor;

C. no attempt has been made and none will be made by the Consultant to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition;

D. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated April 11, 1996 (a copy of which is available upon request to the individual named in the clause hereof entitled "Consultant's Questions"), nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;

E. no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Consultant for the purpose of securing business, has been employed or retained by the Consultant to solicit or secure this Agreement on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and

F. the Consultant has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Agreement; and

G. no person or organization has been retained, employed or designated on behalf of the Consultant to impact any Authority determination with respect to (i) the solicitation, evaluation or award of this Agreement; or (ii) the preparation of specifications or request for submissions in connection with this Agreement.

The foregoing certifications, shall be deemed to be made by the Consultant as follows:

* if the Consultant is a corporation, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each parent, affiliate, director, and officer of the Consultant, as well as, to the best of the certifier's knowledge and belief, each stockholder of the Consultant with an ownership interest in excess of 10%;

* if the Consultant is a partnership, such certification shall be deemed to have been made not only with respect to the Consultant itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a corporate Consultant, shall be deemed to have been authorized by the Board of Directors of the Consultant, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Consultant cannot make the foregoing certifications, the Consultant shall so state and shall furnish with the signed proposal a signed statement, which sets forth in detail the reasons therefor. If the Consultant is uncertain as to whether it can make the foregoing

certifications, it shall so indicate in a signed statement furnished with its proposal, setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "24G.", if the Consultant cannot make the certification, it shall provide, in writing, with the signed proposal: (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a "financial interest" in this Agreement, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Director of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award of this Agreement. As a result of such disclosure, the Authority shall take appropriate action up to and including a finding of non-responsibility.

Failure to make the required disclosures shall lead to administrative actions up to and including a finding of non-responsibility.

Notwithstanding that the Consultant may be able to make the foregoing certifications at the time the proposal is submitted, the Consultant shall immediately notify the Authority in writing during the period of irrevocability of proposals on this Agreement or any extension of such period of any change of circumstances which might under this clause make it unable to make the foregoing certifications or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Consultant with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding this Agreement. In the event that the Authority should determine at any time prior or subsequent to the award of this Agreement that the Consultant has falsely certified as to any material item in the foregoing certifications or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Consultant is not a responsible Consultant with respect to its proposal on the Agreement or with respect to future proposals on Authority agreements and may exercise such other remedies as are provided to it by the Agreement with respect to these matters. In addition, Consultants are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see, e.g. New York Penal Law, Section 175.30 et seq.). Consultants are also advised that the inability to make such certification will not in and of itself disqualify a Consultant, and that in each instance the Authority will evaluate the reasons therefor provided by the Consultant.

Under certain circumstances the Consultant may be required as a condition of this Agreement award to enter into a Monitoring Agreement under which it will be required to take certain specified actions, including compensating an independent Monitor to be selected by the Authority. Said Monitor shall be charged with, among other things, auditing the actions of the Consultant to determine whether its business practices and relationships indicate a level of integrity sufficient to permit it to continue business with the Authority.

25. CONSULTANT ELIGIBILITY FOR AWARD OF AGREEMENTS - DETERMINATION BY AN AGENCY OF THE STATE OF NEW YORK OR NEW JERSEY CONCERNING ELIGIBILITY TO RECEIVE PUBLIC AGREEMENTS

Consultants are advised that the Authority has adopted a policy to the effect that in awarding its agreements it will honor any determination by an agency of the State of New York or New Jersey that a Consultant is not eligible to propose on or be awarded public agreements because the Consultant has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Consultant whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a proposal on an Authority agreement and then to establish that it is eligible to be awarded an agreement on which it has proposed because (i) the state agency determination relied upon does not apply to the Consultant, or (ii) the state agency determination relied upon was made without affording the Consultant the notice and hearing to which the Consultant was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state agency determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

26. NO GIFTS, GRATUITIES, OFFERS OF EMPLOYMENT, ETC.

During the term of this Agreement, the Consultant shall not offer, give or agree to give anything of value either to an Authority employee, agent, job shopper, Consultant, construction manager or other person or firm representing the Authority, or to a member of the immediate family (i.e., a spouse, child, parent, brother or sister) of any of the foregoing, in connection with the performance by such employee, agent, job shopper, Consultant, construction manager or other person or firm representing the Authority of duties involving transactions with the Consultant on behalf of the Authority, whether or not such duties are related to this Agreement or any other Authority agreement or matter. Any such conduct shall be deemed a material breach of this Agreement.

As used herein "anything of value" shall include but not be limited to any (a) favors, such as meals, entertainment, transportation (other than that contemplated by the Agreement or any other Authority agreement), etc. which might tend to obligate the Authority employee to the Consultant, and (b) gift, gratuity, money, goods, equipment, services, lodging, discounts not available to the general public, offers or promises of employment, loans or the cancellation thereof, preferential treatment or business opportunity. Such term shall not include compensation contemplated by this Agreement or any other Authority agreement. Where used herein, the term "Port Authority" or "Authority" shall be deemed to include all subsidiaries of the Authority.

The Consultant shall insure that no gratuities of any kind or nature whatsoever shall be solicited or accepted by it and by its personnel for any reason whatsoever from the passengers, tenants, customers or other persons using the Facility and shall so instruct its personnel.

In addition, during the term of this Agreement, the Consultant shall not make an offer of employment or use confidential information in a manner proscribed by the Code of Ethics and Financial Disclosure dated April 11, 1996 (a copy of which is available upon request to the Office of the Secretary of the Authority). Without the express written approval of the Chief, you shall keep confidential, and shall require your employees, your subconsultants, and your subconsultant's employees to keep confidential a) all information disclosed by the Authority or its consultants to you or b) developed by you or your subconsultants in the performance of services hereunder. Disclosure of any such information shall constitute a material breach of the Agreement.

The Consultant shall include the provisions of this clause in each subagreement entered into under this Agreement.

27. CONFLICT OF INTEREST

During the term of this Agreement, the Consultant shall not participate in any way in the preparation, negotiation or award of any agreement (other than an agreement for its own services to the Authority) to which it is contemplated the Authority may become a party, or participate in any way in the review or resolution of a claim in connection with such an agreement if the Consultant has a substantial financial interest in the Consultant or potential Consultant of the Authority or if the Consultant has an arrangement for future employment or for any other business relationship with said Consultant or potential Consultant, nor shall the Consultant at any time take any other action which might be viewed as or give the appearance of conflict of interest on its part. If the possibility of such an arrangement for future employment or for another business arrangement has been or is the subject of a previous or current discussion, or if the Consultant has reason to believe such an arrangement may be the subject of future discussion, or if the Consultant has any financial interest, substantial or not, in a Consultant or potential Consultant of the Authority, and the Consultant's participation in the preparation, negotiation or award of any agreement with such a Consultant or the review or resolution of a claim in connection with such an agreement is contemplated or if the Consultant has reason to believe that any other situation exists which might be viewed as or give the appearance of a conflict of interest, the Consultant shall immediately inform the Chief in writing of such situation giving the full details thereof. Unless the Consultant receives the specific written approval of the Chief, the Consultant shall not take the contemplated action which might be viewed as or give the appearance of a conflict of interest. In the event the Chief shall determine that the performance by the Consultant of a portion of its services under this Agreement is precluded by the provisions of this numbered paragraph, or a portion of the Consultant's said services is determined by the Chief to be no longer appropriate because of such preclusion, then the Chief shall have full authority on behalf of both parties to order that such portion of the Consultant's services not be performed by the Consultant, reserving the right, however, to have the services performed by others and any lump sum compensation payable hereunder which is applicable to the deleted

work shall be equitably adjusted by the parties. The Consultant's execution of this document shall constitute a representation by the Consultant that at the time of such execution the Consultant knows of no circumstances, present or anticipated, which come within the provisions of this paragraph or which might otherwise be viewed as or give the appearance of a conflict of interest on the Consultant's part. The Consultant acknowledges that the Authority may preclude it from involvement in certain disposition/privatization initiatives or transactions that result from the findings of its evaluations hereunder or from participation in any agreements which result, directly or indirectly, from the services provided by the Consultant hereunder.

28. DEFINITIONS

As used in sections 23 to 27 above, the following terms shall mean:

Affiliate - Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency - Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation - Any inquiries made by any federal, state or local criminal prosecuting agency and any inquiries concerning civil anti-trust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil anti-trust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or federal, state, and local inquiries into tax returns.

Officer - Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Consultant by whatever titles known.

Parent - An individual, partnership, joint venture or corporation, which owns more than 50% of the voting stock of the Consultant.

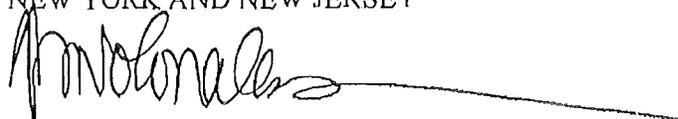
29. The entire Agreement between the parties is contained herein and no change in or modification, termination or discharge of this Agreement in any form whatsoever shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith, or his duly authorized representative, provided, however, that termination in the manner hereinbefore expressly provided shall be effective as so provided.

30. No commissioner, officer, agent or employee of the Authority shall be charged personally by you with any liability or held liable to you under any term or provision of this Agreement, or because of its execution or attempted execution or because of any breach hereof.

31. If the foregoing meets with your approval, please indicate your acceptance by signing the original and the additional enclosed copy in the lower left-hand corner and returning them to the Authority.

Very truly yours,

THE PORT AUTHORITY OF
NEW YORK AND NEW JERSEY



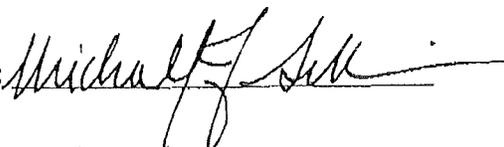
Lillian D. Valenti
Director
Procurement Department

8

Date 11.15.10

ACCEPTED:

CLARKE CATON HINTZ

By: 

Title: PRINCIPAL

Date: NOV. 8, 2010

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES AS REQUESTED ON A "CALL-IN" BASIS DURING 2010

I. BACKGROUND

The Port Authority of New York and New Jersey (the "Port Authority" or "Authority") is an agency of the States of New York and New Jersey, created and existing by virtue of the Compact of April 30, 1921, made by and between the two States, and thereafter consented to by the Congress of the United States. It is charged with providing transportation, terminal and other facilities of trade and commerce within the Port District. The Port District comprises an area of about 1,500 square miles in both States, centering about New York Harbor. The Port District includes the Cities of New York and Yonkers in New York State, and the cities of Newark, Jersey City, Bayonne, Hoboken and Elizabeth in the State of New Jersey, and over 200 other municipalities, including all or part of seventeen counties, in the two States. The Authority manages and/or operates all of the region's major commercial airports (Newark Liberty International, John F. Kennedy International, Teterboro, LaGuardia and Stewart International Airports), marine terminals in both New Jersey and New York (Port Newark and Elizabeth, Howland Hook and Brooklyn Piers), and its interstate tunnels and bridges (the Lincoln and Holland Tunnels; the George Washington, Bayonne, and Goethals Bridges; and the Outerbridge Crossing), which are vital "Gateways to the Nation."

The Authority, is responsible for all leased and owned properties, as well as economic development projects in New York and New Jersey. As an operator of critical regional transportation facilities and owner of properties throughout the Metro NY-NJ performance of urban planning services are required. The services are managed by the Real Estate Services Department.

II. SCOPE OF WORK

The services of the Consultant shall generally consist of the performance of land use studies, site analysis, and evaluation and development of economic development plans for specific projects.

III. DESCRIPTION OF CONSULTANT'S TASKS

Tasks to be performed by the Consultant may include, but shall not be limited to performance of the following:

- A. Zoning Analysis
- B. Existing conditions analysis
- C. Transportation policy analyses and planning services
- D. Urban and regional economics and demographics analysis
- E. Land use planning and urban design, including preparation of conceptual site plans, maps, and graphics.

IV. CONDITIONS AND PRECAUTIONS

A. General

Immediately inform the Authority of any unsafe condition discovered at any time during the course of this work.

B. Work Areas

The Consultant shall coordinate his work at the site(s) with the Real Estate Services Department assigned designee.

C. Work Hours

1. The Consultant shall perform work at the site between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, unless otherwise directed by the Director.
2. In any case, no work shall be performed at the site on a legal holiday of either the State of New Jersey or the State of New York.

* * *



CLARKE CATON HINTZ
2010 PANYNJ FEE SCHEDULE

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

100 Barrack Street
Trenton NJ 08608
clarkecatonhintz.com
Tel. 609 883 8383
Fax: 609 883 4044

PRINCIPALS & PARTNERS

HOURLY RATE

John Clarke, Senior Principal, FAIA	\$195
Phillip Caton, Senior Principal, PP, FAICP	\$195
Carl Hintz, Senior Principal, PP, AICPA, LLA, ASLA	\$195
George, Hibbs, Principal, AIA	\$185
John Hatch, Principal, AIA, LEED AP	\$185
Brian Slaugh, Principal, PP, AICP	\$185
Michael Sullivan, Principal, ASLA, AICP	\$185
Michael Hanrahan, Associate Partner, AIA	\$185
Mary Beth Lonergan, Associate Partner, PP, AICP	\$185

EMPLOYEES SUBJECT TO 2.3 MULTIPLIER

HOURLY RATE

Elizabeth McManus, Associate, PP, AICAP, LEED AP	\$41.94
Judith Buster, Landscape Architect, LLA	\$41.94
Lisa Specca, Associate, PP, AICPs	\$41.94
Geoffrey Vaughn, Associate, ASLA	\$41.94
Christian Kuhn, ASLA	\$35.48
Michael Nelson, Senior Associate, AIA, LEED AP	\$46.77
Marlyn Zucosky, Direct of Interiors	\$46.77
John Gollszewski, Architect	\$41.94
Laura Falcheck, Architect	\$41.94
Joseph Como, Architect	\$41.94
Lauren Mammano, Interior Designer	\$35.48
Meagan Odell, Architect	\$35.48

John Clarke, FAIA
Philip Caton, FAICP
Carl Hintz, AICP, ASLA
John Hatch, AIA
George Hibbs, AIA
Brian Slaugh, AICP
Michael Sullivan, AICP

JET
11/15/10

THE PORT AUTHORITY OF NY & NJ

225 Park Avenue South, 19th Floor
New York, NY 10003

January 3, 2011

SUBJECT: REQUEST FOR PROPOSALS FOR THE PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES FOR HOBOKEN NORTH END REDEVELOPMENT STUDY

Dear Sir or Madam:

The Port Authority of New York and New Jersey, hereinafter referred to as the "Authority", seeks Proposals for furnishing the subject services.

I. PROPOSAL REQUIREMENTS:

Proposals will only be considered from entities that can demonstrate compliance with the following requirements:

- A. Planning individual and/or firm must be licensed professional planner(s) in the State of New Jersey.
- B. Planning individual and/or firm must demonstrate experience in successfully defending: a preliminary investigation where objections are entered into the record; and/or a case taken to court to contest the validity of the professional findings of the preliminary investigation into LRHL compliance.

II. PROPOSAL REQUIREMENTS:

To respond to this RFP, submit a concise proposal complying with each of the following basic format criteria:

- A. To be acceptable, proposals shall be of no more than 25 pages (single-sided using 12 point or greater font size) not including resumes. Each resume shall be 2-page maximum, single-sided using 12 point or greater front size.
- B. All proposals must be delivered in sealed envelopes and/or packages. You are requested to submit four (4) copies and one (1) compact disc copy, of your Proposal for review.
- C. In each submission to the Authority, including any return address label, information on the compact disc and information on the reproducible original and copies of the proposal, the Proposer shall use its **FULL LEGAL NAME WITHOUT ABBREVIATIONS**. Failure to comply with requirement may lead to delays in agreement award and payments, which shall be the responsibility of the Proposer.
- D. Your Proposal should be received in sufficient time so that the Authority receives it **no later than 2:00 p.m. on Tuesday, January 18, 2011**.

**Proposals should be addressed to: Ms. Gretchen Minneman
Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, NY 10003**

- E. If your proposal is to be delivered by messenger, please note that only individuals with proper identification (e.g. photo identification) will be permitted access to the Authority's offices. Messengers without proper identification will be turned away and their packages not accepted.

III. SUBMISSION REQUIREMENTS:

To respond to this RFP, provide the following information:

- A. Each Proposer shall submit a transmittal letter on its letterhead, signed by an authorized representative, demonstrating compliance with each of the aforementioned "Proposer Requirements" listed above.
- B. In addition to resumes, clearly identify the qualifications and experience of all technical staff proposed by you to perform the contemplated services, including subconsultants, if any. Demonstrate the qualifications of these individuals relevant to the proposed assignment. In each case indicate the role the individual had in the assignment, and the employer of said individual at the time such services were performed.
- C. Identify the experience of your firm in providing services similar to those contemplated herein. Identify at least three (3) references where the firm performed comparable services for other municipal entities. References may include owners. Provide contact information (for verification purposes), and indicate whether said project(s) were completed on schedule and within budget. Identify the role the firm had, the nature of the services provided, and samples of previous work products.
- D. An estimated cost and staffing analysis for the performance of each task listed in Attachment A. The staffing analysis should give a detailed breakdown identifying assigned staff (including subconsultants), staff position title, hours of work per person/per task and actual hourly pay rate, multiplier (where applicable) and billing rates on a task-by task basis.

Indicate billing rates for partners or principals and name(s), title(s) and actual hourly pay rate(s) for all other billable employees.

An itemized estimate of out-of-pocket expenses.

The terms and conditions for the compensation of intended subconsultant(s) (including their multipliers, if applicable) and the estimated number of hours of subconsultant services. Include a breakdown of costs for each Task as defined in Attachment A.

- E. A detailed description of the proposed technical approach, and schedule for performance of the contemplated services. Your schedule shall provide for completion of all of the consultants services within 4 to 6 months. Your technical approach shall address each task as stated in Attachment A. Your technical approach and schedule should demonstrate your firm's ability to provide the services in a timely fashion. Provide a

complete discussion of all technical issues involved in performance of each task as required to demonstrate to the Authority the ability of your firm to address specific technical areas of the required services. Include any tasks that may be required but that have not been defined in Attachment A.

- F. The Consultant's proposed Management Approach to performance of the required services. For the purposes of this RFP, Management Approach shall identify your approach to keeping the client apprised of the project status, and to ensuring the quality/accuracy of the work product.
- G. If the various completion dates contained in Attachment A cannot be adhered to, you may submit revised dates. However, the fact that you were not able to adhere to the original dates and the extent of the revised dates will be included among the factors which the Authority will evaluate in analyzing Proposals. The Authority reserves all rights referred to in the last paragraph hereunder.

IV. SELECTION PROCESS:

The qualifications based selection shall take into consideration the following technical qualifications, and subsequently cost, as appropriate. After consideration of these factors the Authority may enter into negotiations with the firm (or firms) deemed best qualified to perform the required services. Such negotiations shall be conducted between the Authority's contact-person as identified herein, or the undersigned, and the individual contact-person identified by your firm.

- A. The qualifications and experience of the proposed staff, including sub-consultants who will be performing services hereunder;
- B. The qualifications and experience of the firm;
- C. Proposed technical approach;
- D. Management approach.

IV. ADDITIONAL INFORMATION:

The names of all firms submitting a proposal in response to this RFP, may be disclosed publicly, as part of a published public announcement identifying responders to this RFP.

Should you have any questions, please e-mail them to Ms. Gretchen Minneman at gminneman@panynj.gov. All questions must be received at least five (5) working days prior to the proposal due date. Neither Ms. Minneman nor any other employee of the Authority is authorized to interpret the provisions of this RFP or accompanying documents or give additional information as to their requirements.

Proposal preparation costs are not reimbursable by the Authority, and the Authority shall have no obligation to a firm except under a duly authorized agreement executed by the Authority.

No rights accrue to any Proposer except under a duly authorized agreement for performance of the specified services.

The Authority reserves the unqualified right, in its sole and absolute discretion, to reject all Proposals, to undertake discussions and modifications with one or more Consultants and to proceed with that Proposal or modified Proposal, if any, which in its judgment will, under all the circumstances, best serve the public interest.

Regards,



Gretchen Minneman
Real Estate Services Department

Attachments

ATTACHMENT A

PERFORMANCE OF EXPERT PROFESSIONAL URBAN PLANNING SERVICES HOBOKEN NORTH END REDEVELOPMENT STUDY

I. BACKGROUND

The Port Authority of New York and New Jersey (“Authority”), as part of its Local Assistance Program is working with the City of Hoboken (“City”), a municipality governed according to the Optional Municipal Charter Law, N.J.S.A. 40:69A-1 to 210, seeks professional planning services for the preparation of a preliminary investigation study and report as required to determine whether the North End Redevelopment Study Area (“Study Area”) within the City qualifies as an area in need of redevelopment pursuant to the Local Redevelopment and Housing Law, N.J.S.A 40A:12A-1 et seq (“LRHL”). The Study Area consists of the following blocks that are included in their entirety (i.e., all lots in each block inclusive), unless otherwise specifically noted herein, as identified on the City Tax Maps:

Blocks: 118, 119, 120, 121, 122, 123, 125, 127, 128, 129, 130, 131, 133, 134, 136 (excluding Lot 6.2), 137, 138, 140, and 141

II. SCOPE OF WORK

The services of the Consultant shall generally consist of performing an urban and redevelopment planning study, and preparing draft and final reports documenting its findings, as required to determine whether the Study Area within the City, as defined above, qualifies as an area in need of redevelopment pursuant to the LRHL. This shall include documenting the physical and economic conditions existing in the Study Area and reviewing relevant data and information in order to determine whether all or a portion of the Study Area is in need of redevelopment.

III. DESCRIPTION OF CONSULTANT’S TASKS

Tasks to be performed by the Consultant may include, but shall not be limited to:

TASK A. KICK-OFF MEETING

Meet with Authority and City staff and others, as required, to review the requirements of the following tasks, and the schedule for performance thereof.

TASK B. DOCUMENT/DATA REVIEW

1. Access and review data and other public records of the Study Area, including report(s) for each property, as well as databases related to environmental contamination, as provided or otherwise available as determined by the Consultant, and approved by the Authority. These may include City tax assessment, building, housing, fire, health, crime and property maintenance code enforcement records; aerial photos and maps including available state and county GIS data; New Jersey Department of Environmental Protection data on known contaminated sites, and state and national historic registers information, all as appropriate. Prior to performance of the review, compile a list of available

documents. Upon approval of the list by the Authority and the City, proceed with performance of said review.

2. Perform a title search of each of the properties within the study area. Examine the results of the title search and interpret any information that may relate the condition of the title to the unproductive condition of the properties in the Study Area for which the “e” criterion under Section 5 of the LRHL may be applied.

TASK C. FIELD VERIFICATION AND DRAFT INVESTIGATION REPORT

1. Undertake a site visit and field investigation of the Study Area as required to identify existing conditions and uses. Prior to the performance of this task, provide a schedule for, and list of anticipated contacts to be made in performance of the investigation. Upon approval of the list and schedule by the Authority, the Consultant shall:
 - a. coordinate onsite inspection for the purposes of evaluating the physical conditions of the buildings in the Study Area as required to determine the applicability of the “a” or “d” criteria under Section 5 of the LRHL;
 - b. obtain permission from the property owners to conduct on-site investigation and interior examination of the buildings and structures in the Study Area, as required and as appropriate to evaluate the physical condition of said buildings and structures;
 - c. for those properties that are not accessible, and as approved by the Authority in advance, evaluate the physical condition of the buildings and structures in the Study Area, and record on-site conditions observed from public right-of-ways, and by using available aerial photographs, if any.
 - d. Upon completion of field services, meet with Authority and City staff, and others as approved by the Authority, and submit a Draft Field Investigation Report documenting field services performed, and your findings therefrom.
 - e. Incorporate Authority and City comments to the Draft Field Investigation Report as required.

TASK D. PRELIMINARY INVESTIGATION REPORT

1. Prepare a draft Preliminary Investigation Report (PIR) documenting your findings in performance of the forgoing tasks. The Report shall incorporate the Final Field Investigation Report, and document your assessment of the Study Area, as required to determine if all, or a portion, of the area meets the statutory criteria as set forth in N.J.S.A. 40A:12A-5, therefore qualifying as an area in need of redevelopment. The report shall also include, but not be limited to:
 - a) A description of the physical, economic and other relevant conditions within the Study Area, including existing land uses, building and environmental conditions, and site layout.
 - b) A review of the zoning and master plan designations for the Study Area.
 - c) An analysis describing how the Study Area meets the statutory criteria.

- d) All relevant documentation, including photographs and maps, to support the conclusion that all or a portion of the Study Area is or is not in need of redevelopment.
 - e) An aerial photograph of the Study Area and other maps and graphics to illustrate and support the planning analysis contained in the Report.
2. Upon completion of the Consultant's assessment, and as appropriate, prepare a map delineating the boundaries of the proposed redevelopment area identifying the various parcels located within the Study Area. For each property, identify any lack of proper utilization leading to an unproductive condition of the land.
 3. Present the PIR to Authority and City staff, and others, as approved by the Authority.
 4. Incorporate Authority and City comments as required.

TASK E. PROVIDE TESTIMONY

Based upon the approved Preliminary Investigation Report, prepare necessary exhibits, and a presentation (PowerPoint) for purposes of providing oral testimony before the Hoboken Planning Board regarding the findings of the Preliminary Investigation Report. The Consultant shall provide the services of other technical experts as required to establish the physical condition of buildings in the Study Area. (This hearing may take more than one meeting date, as is necessary to collect all testimony and public input.) The Consultant shall utilize its own computer equipment and projector for such presentation(s)/testimony.

Meet with Authority and City staff, and others, as required to review all presentation material prior to providing testimony. Incorporate Authority and City changes, as required.

TASK F. MEET WITH CITY COUNCIL

Meet with the City Council to present the recommendations of the Planning Board, as required.

III. SCHEDULE OF SUBMISSIONS

Submit the following, within the number of days stipulated, after receipt by you of authorization from the Authority to proceed with performance of the subject services:

- A. Submit the Draft Field Verification and Draft Investigation Report, required under Task C, above, within 30 calendar days.
- B. Submit five (5) printed copies and one (1) CD copy of the Preliminary Investigative Report, after incorporation of Authority and City comments.
- C. Submit a copy of each of the Presentation and Presentation Exhibits, after incorporation of Authority and City comments.

IV. INFORMATION AND MATERIALS PROVIDED BY THE AUTHORITY

The Authority and City will make available for the Consultant's information certain documents specified below. The documents specified below were not prepared for the purpose of providing information for the Consultant upon the present work but they were prepared for other purposes, and do not form a part of this Agreement. The Authority makes

no representation or guarantee as to, and shall not be responsible for, their accuracy, completeness or pertinence, and, in addition, shall not be responsible for the conclusions to be drawn therefrom. They are made available to the Consultant merely for the purpose of providing him with such information as is in the possession of the Authority, whether or not such information may be accurate, complete or pertinent, or of any value to the Consultant.

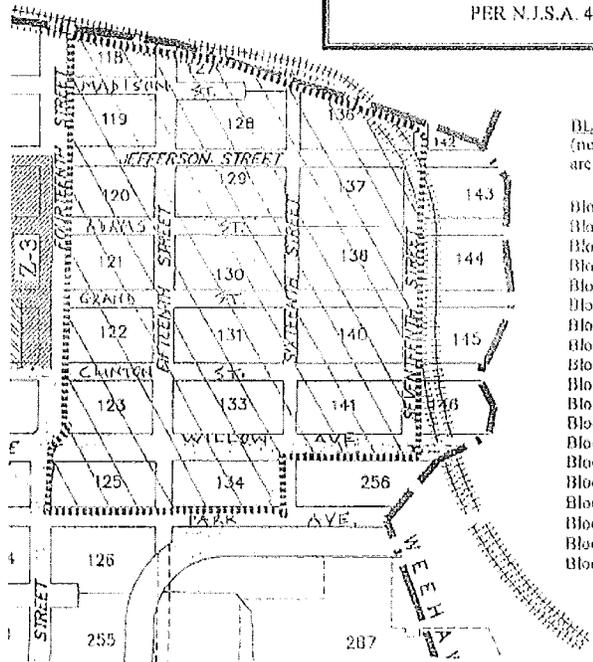
1. Exhibit I - Study Area Map

* * *

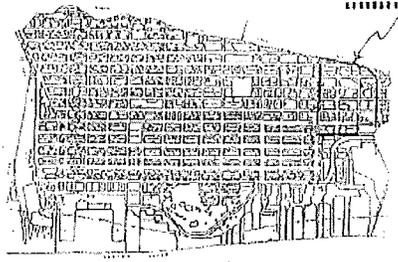
EXHIBIT I

STUDY AREA MAP

PROPOSED PRELIMINARY INVESTIGATION
STUDY AREA
TO DETERMINE WHETHER AREA IS AN
AREA IN NEED OF REDEVELOPMENT
PER N.J.S.A. 40A:12A-1 et seq.



- BLOCKS & LOTS**
(note: all lots on each block listed below are included unless otherwise indicated)
- Block 118
 - Block 119
 - Block 120
 - Block 121
 - Block 122
 - Block 123
 - Block 125
 - Block 127
 - Block 128
 - Block 129
 - Block 130
 - Block 131
 - Block 133
 - Block 134
 - Block 136 (excluding Lot 6.2)
 - Block 137
 - Block 138
 - Block 140
 - Block 141

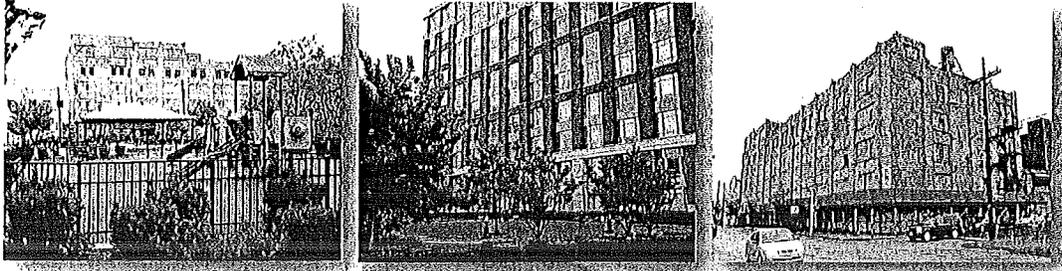


STUDY AREA DESCRIPTION: The proposed study area boundary runs along the line of Fourteenth St./Fourteenth St. Viaduct starting at Park Avenue, running westerly to its intersection with the city's western boundary, then northerly to a point which is approximately coincidental with the Light Rail Track/Seventeenth St., then easterly until it reaches Willow Avenue, then southerly to Sixteenth Street, then easterly to Park Avenue, then southerly back to Fourteenth St.



Clarke Caton Hintz

Architecture : Planning : Landscape Architecture



Proposal for:

Expert Professional Urban Planning Services for Hoboken North End Redevelopment Study

Submitted to:

The Port Authority of NY & NJ

January 18, 2011

100 Barrack Street
Trenton, NJ 08608
Tel: 609 883 8383
Fax: 609 883 4044

www.clarkecatonhintz.com



Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

Ms. Gretchen Minneman, AICP
Real Estate Services Department
The Port Authority of New York and New Jersey
225 Park Avenue South, 19th Floor
New York, New York 10003

January 18, 2011

100 Banker Street
Trenton NJ 08608
clarkecatonhintz.com
Tel: 609 883 8383
Fax: 609 883 4044

**Re: Hoboken North End Redevelopment Study
Proposal for Professional Planning Services**

Dear Ms. Minneman,

I am pleased to provide this proposal for Expert Professional Urban Planning Services to the Port Authority of NY and NJ to evaluate the North End Redevelopment Study Area in the City of Hoboken, New Jersey to ascertain how it meets the criteria of the NJ Local Redevelopment and Housing Law for an Area in Need of Redevelopment. You will find that Clarke Caton Hintz, Professional Corporation, is uniquely qualified to provide the services outlined in the Request for Proposal (RFP). We have the skills, qualifications and experience uniquely suited to the requirements for this type of service.

Within this document, we will demonstrate compliance with the eligibility requirements in Section I, the format and process standards in Section II and the submission requirements in Section III of the RFP.

We look forward to working with you and the other members of the Real Estate Services Department on this exciting project!

Sincerely,

Michael F. Sullivan, ASLA, LLA, PP, AICP
Principal
msullivan@cchnj.com

John Clarke, FAIA
Phillip Caton, FAICP
Carl Hintz, AICP, ASLA
John Hatch, AIA
George Hibbs, AIA
Brian Staugh, AICP
Michael Sullivan, AICP



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SECTION A:
ELIGIBILITY REQUIREMENTS



Clarke Caton Hintz
Architecture
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Landscape Architecture

SECTION A – ELIGIBILITY REQUIREMENTS

- A. Professional Planning Licensure. Clarke Caton Hintz, PC is a full service planning, architecture, landscape architecture and urban design firm with many decades of experience in the field. The firm employs eight individuals that are licensed as professional planners in the State of New Jersey. These include the following persons:
- John Clarke, FAIA, PP
 - Philip Caton, FAICP, PP
 - Carl Hintz, AICP, PP, ASLA, LLA
 - Michael Sullivan, AICP, PP, ASLA, LLA
 - Brian Slaugh, AICP, PP
 - Mary Beth Lonergan, AICP, PP
 - Elizabeth McManus, AICP, PP, LEED AP
 - Lisa Specca, AICP, PP

Glossary

FAIA – Fellow of the American Institute of Architects

PP – New Jersey Professional Planner

FAICP – Fellow of the American Institute of Certified Planners

AICP – Member of the American Institute of Certified Planners

LLA – New Jersey Licensed Landscape Architect

LEED AP - Leadership in Energy & Environmental Design Accredited Professional

Additional information on the personnel that would be assigned to the project is supplied in Section C of the proposal, Qualifications and Resumes.

- B. Clarke Caton Hintz, PC seeks to avoid contested designations of Areas in Need of Redevelopment by thorough investigation of the study area and careful recommendations to the Planning Board as it conducts the public hearing on applicable criteria in the LRHL. Even so, when economic interests are at stake, objections occur. For example, in Asbury Park, we successfully defended the Area in Need of Redevelopment designation in litigation filed by a landowner in the district. The firm is also involved in litigation over a designation in Deptford, New Jersey, that has yet to be adjudicated.

SECTION B:
PROPOSAL REQUIREMENTS
STATEMENT



SECTION B – PROPOSAL REQUIREMENTS STATEMENT

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Landscape Architecture

RFP, Part II.

- A. This proposal meets the limit in the number of pages, length of resumes and minimum font size.
- B. This proposal has been delivered in a sealed package that includes four originals and one compact disk.
- C. The full legal name, address and telephone number of the entity submitting the proposal is:

Clarke Caton Hintz, Professional Corporation
100 Barrack Street
Trenton, New Jersey 08608-2008
(609) 883-8383
- D. Delivery has been made prior to 2:00 pm, EST, January 18, 2011, at the offices of the Real Estate Services Department of the Port Authority of New York and New Jersey, 225 Park Avenue South, 19th Floor, New York, New York 10003. Delivery has been made to Ms. Gretchen Minneman, AICP, Senior Planner.
- E. The delivery service utilized by Clarke Caton Hintz, PC provides photographic identification cards for its employees.

I hereby certify that this Proposal demonstrates the eligibility and submission requirements of the Port Authority of New York and New Jersey for the Hoboken North End Redevelopment Study:

Michael F. Sullivan, ASLA, LLA, PP, AICP
Principal

SECTION C:
QUALIFICATIONS AND
RESUMES



SECTION C – QUALIFICATIONS AND RESUMES

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

Introduction

Clarke Caton Hintz is an award-winning firm committed to solving complex planning and design problems with a broad, multi-disciplinary approach. Imagination, creativity and insight into the built and the natural environments allow us to successfully achieve project objectives. We view architecture, planning and landscape architecture as most influential in shaping the places within which we live. This design background, coupled with an in depth knowledge of planning and legal frameworks in redevelopment, have led successful redevelopment projects at both small and large scales.

Based in Trenton, New Jersey, Clarke Caton Hintz, PC, was established in 1978 to provide urban planning and design services to cities, towns, local redevelopment authorities, the State of New Jersey, colleges and private developers. Our urban design and planning practice has assisted in the implementation of public land use policies at various scales from individual sites, blocks and neighborhoods to districts and municipalities. Clarke Caton Hintz has demonstrated a particular emphasis on work within New Jersey's urban centers. It is within these urban places where complex influences come together to shape land use policy and the built form. Our multi-disciplinary practice has a track record of addressing the opportunities and constraints facing cities to produce successful plans and designs. Our portfolio of urban projects includes urban design, planning and landscape architectural work within Newark, Camden, Asbury Park, Bayonne, Paterson and Trenton. These represent some of the most significant redevelopment projects New Jersey has witnessed in the recent past. See Section 4 for project descriptions and references.

We are also experts at the assembly and presentation of relevant information. Our multi-disciplinary team of planners, landscape architects and architects utilize digital mapping, aerial photography, tax assessment information, GIS data, and ground based photography to assemble information in a manner that is easily communicable to our clients and the public. This emphasis on effective communication of information allows our clients to focus on decision making, rather than interpretation.



Clarke Caton Hintz

Qualifications Specific to Hoboken

Clarke Caton Hintz, PC, was selected by the City of Hoboken to conduct a preliminary investigation and determination of an area in need of redevelopment for its southwest district. The project is proceeding according to schedule and is nearing completion of the draft preliminary investigation report. The southwest district contains similar characteristics to the north end redevelopment study area in that it contains a mixture of blighted properties and underutilized parcels with low building to lot ratios and property values. The firm's current work with the City of Hoboken means that the firm has already established a positive working relationship with City officials and staff. Clarke Caton Hintz, PC, can efficiently work with the City in obtaining the information that will be necessary for the project.

The firm is also cognizant of the efforts on behalf of Hoboken of its goals and objectives to create new public open space on Park Avenue right next to the redevelopment study area for active recreation use. Knowledge of this endeavor by the City allows for the work in the North End study to be effectively coordinated with other City plans.

Descriptions of Personnel

Each project is overseen by a principal of the firm, who will work with a project manager and professional staff. As a small business, the principals maintain close contact with projects and, in the case of the Port Authority, would be in direct contact with the Real Estate Services Division for the duration of the project. Following are brief descriptions of the personnel and their roles should the firm be awarded the project. Resumes are also enclosed.

Michael F. Sullivan, ASLA, LLA, PP, AICP – Principal-in-Charge.

Mr. Sullivan is a licensed professional planner and landscape architect who specializes in municipal planning and redevelopment. He has worked on some of the most prominent redevelopment projects in the State of New Jersey. These include the Asbury Park Waterfront Redevelopment Plan, Peninsula at Bayonne Redevelopment Plan and Ford Assembly Plant Redevelopment Plan. This includes defending redevelopment area designations through certifications and expert testimony. Additionally, Mr. Sullivan has served as a planning expert on behalf of municipal clients in numerous land use cases. Should affidavits, certifications or court testimony



Clarke Caton Hintz

be required in this matter, Mr. Sullivan would serve as the planning expert on behalf of the Port Authority.

John P. Clarke, FAIA, PP – Senior Partner, Architecture and Urban Design

John Clarke has over 40 years experience with the planning, design and construction of large-scale public and private projects in New Jersey. From 1971 to 1977 Mr. Clarke was Director of the Department of Planning and Development for the City of Trenton, and in that capacity had responsibility for all of the City's redevelopment efforts. As a private consultant, Mr. Clarke has designed and implemented redevelopment plans for many New Jersey communities including Newark, Bayonne, Paterson and Jersey City.

John D. S. Hatch, AIA, LEED AP – Architecture Principal

John Hatch, AIA, LEED AP, is an architect who specializes in designing within historic contexts and the adaptive reuse of buildings. He serves on the Board of Trustees of the New Jersey Preservation Trust, including a term as President and is actively involved in Preservation New Jersey and various local landmarks commissions. Among his many historic design projects, Mr. Hatch was the architect of record for the restoration of the former governor's mansion, Morven, in Princeton and its conversion to an historic house museum. He advises a number of municipalities on applications for redevelopment particularly where they would affect an historic structure or district. Mr. Hatch is also a green building design expert as a LEED (Leadership in Energy and Environmental Design) Accredited Professional and designed the LEED-Gold adaptive re-use of the Masonic Temple in Trenton for CCH offices in 2009.

Michael Hanrahan, AIA; Associate Partner

As a member of Clarke Caton Hintz, PC for over twelve years, Mr. Hanrahan has managed a number of the firm's award-winning projects. Mr. Hanrahan is an expert in the renovation of existing buildings and is currently managing several projects at Brookdale Community College's Lincroft and Freehold campus, including: Renovations and Additions to the Collins Basketball Arena, renovations and additions to the Auto Technology Facility, and renovations to their Western Monmouth classroom building.

Elizabeth McManus, PP, AICP, LEED AP – Associate, Planner

Ms. McManus is a professional planner with over 5 years of planning experience, including affordable housing planning. She serves as the planning consultant to New Jersey Planning Boards and Zoning Boards.



Clarke Caton Hintz

Ms. McManus's municipal experience includes preparation of master plans, affordable housing plans, land use and zoning ordinances, redevelopment studies and site plan, subdivision, and "d" variance application reviews. Ms. McManus's private sector experience includes the preparation of expert planning testimony in support of variance and re-zoning applications. Ms. McManus is also a LEED Accredited Professional, signifying her knowledge of the LEED building benchmark system, neighborhood design and green building techniques.

Geoffrey Vaughn, ASLA – Associate, Graphic and Landscape Designer

Geoffrey Vaughn has been involved in a wide variety of planning, urban redevelopment and landscape development projects. His experience includes landscape architectural design and development projects, which include commercial and residential designs, downtown studies and regional environmental studies, in Pennsylvania and New Jersey. Along with his landscape architectural experience he has been involved in GIS mapping of large-scale land use, zoning, environmental, park, recreation and open space plans for several townships throughout New Jersey. He is also responsible the implementation and maintenance of the firm's website.



Clarke/Caton/Hintz

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MICHAEL F. SULLIVAN, ASLA, AICP - Partner

Profile

Michael Sullivan's practice is founded upon a commitment to excellence in environmental planning and design, advocacy of the principles of smart growth and the creation of livable places. His work - which encompasses urban and traditional neighborhood design, landscape architecture and master planning - has been recognized by the American Planning Association, the American Society of Landscape Architects and other organizations.

Mr. Sullivan is responsible for the formulation of planning and design strategies within a spectrum of contexts, including the redevelopment of cities and the preservation of rural landscapes. His vision and innovation has led to the creation and revitalization of some of New Jersey's most successful public places, including Chesterfield's Old York Village, Asbury Park's Waterfront Redevelopment Area, The Peninsula at Bayonne Harbor and Washington Borough's Downtown District.

Education

Pennsylvania State University
Bachelor of Science in, Landscape Architecture, 1988

Professional Licenses

Landscape Architect, NJ and PA

Professional Planner, NJ

Member, American Institute of Certified Planners

Professional Experience

Historic Morven - Princeton, NJ

Restoration of 1758 family house for use as a museum and restoration of historic gardens

Asbury Park Waterfront Redevelopment Plan - Asbury Park, NJ

\$1.2 billion - Total Project Cost

Master Plan for walkable mixed use neighborhoods, integration of open space and development, and the adaptive reuse of historic structures

The Peninsula at Bayonne Harbor - Bayonne, NJ

\$2.6 billion - Total Project Cost

Redevelopment of a 430 acre former military terminal located on a 2 mile long peninsula in New York Harbor

Downtown Camden Strategic Development Plan - Camden, NJ

Development of a smart growth strategy to guide Camden downtown development

Chesterfield Planned Village Design - Chesterfield Township, NJ

Neo-traditional town planning for Chesterfield Township

Secaucus Junction Area Vision Plan - Secaucus, NJ

Development of a conceptual plan and design standards that would serve as the basis for a redevelopment centered around the new Secaucus Junction rail node



Clarke Caton Hintz

Architects

Planners

Environmental Architects

MICHAEL F. SULLIVAN, ASLA, AICP - Partner

Minish Waterfront Park - Newark, NJ
\$20 million - Total Project Cost

Design of approximately 2 miles of riverfront park on the Passaic River

Independence Park Renovation - Newark, NJ

\$520,000 - Total Project Cost

Renovations and restoration of historic elements for Independence Park

Turtle Back Zoo Master Plan - West Orange, NJ

\$20 million - Total Project Cost

Master site plan for the Turtle Back Zoo

Turtle Back Zoo Entry Plaza - West Orange, NJ

\$300,000 - Total Project Cost

Redesign of the Turtle Back Zoo entrance to provide sufficient pedestrian facilities, ensure universal access and create a visually and spatially pleasing entry/egress space

Newark Waterfront Master Plan - Newark, NJ

\$572 million - Total Project Cost

Master Plan for a 1.8 mile linear park along the Passaic Riverfront and 4.6 million SF of mixed use development

Washington Borough Downtown Revitalization Plan

Development of a comprehensive Downtown Revitalization Plan for Washington Borough

Agricultural Residential Zone Photo Tour - Readington Twp, NJ

Visual inventory and analysis of the Agricultural Residential zone for Readington Township

200 Elm Drive, Princeton University - Princeton, NJ

\$7 million - Total Project Cost

Adaptive re-use of the former boiler house at Princeton University for use as office space for the Department of Public Safety and the Office of Design and Construction

Mercer County Community College Master Plan - West Windsor & Trenton, NJ

Long Range Master Plan for both campuses

Brookdale Community College Collins Arena and Campus Fitness Center - Lincroft, NJ

\$20 million - Total Project Cost

60,000 sf renovation and 33,000 sf addition to existing facility.

Brookdale Community College AutoTechnology Facility - Lincroft, NJ

\$7 million - Total Project Cost

Renovation and expansion of existing automotive technology center.

Princeton University, Alexander Street - Princeton, NJ

Comprehensive development plan for Alexander Street corridor



Clarke Caton Hintz

100 North 7th
Philadelphia, PA 19106
215.562.1000

JOHN P. CLARKE, FAIA - Senior Partner

Profile

Founded by John Clarke in 1979, Clarke Caton Hintz has developed into one of the region's most respected architectural, planning and landscape design firms. The firm reflects Mr. Clarke's commitment to approach design and development projects from a multi-faceted, inter-disciplinary point of view. Expertise and experience gained in one field such as architecture informs decisions in other areas such as planning and landscape architecture.

At CCH, Mr. Clarke has been deeply involved with the firm's architectural and urban design projects. He was the lead designer for the Mercer County Waterfront Ballpark which is New Jersey's most successful minor league baseball stadium. His design for the Roebling Elementary School which involved the adaptive reuse of existing industrial structure has won numerous design awards. Mr. Clarke has been the principal in-charge for the firm's major urban design/redevelopment projects including Asbury Park Waterfront, the Peninsula at Bayonne Harbor and the Roebling Complex in Trenton, NJ.

Education

The Cooper Union
Bachelor of Architecture, 1966

Columbia University
Masters of Urban Planning, 1968

Professional Licenses

Registered Architect – NJ, PA, NY, CT, VA, MD

Professional Planner - NJ

Professional Experience

The Peninsula at Bayonne Harbor - Bayonne, NJ
\$2.6 billion - Total Project Cost
Redevelopment of a 430 acre former military terminal located on a 2 mile long peninsula in New York Harbor

Asbury Park Waterfront Redevelopment Plan - Asbury Park, NJ
\$1.2 billion - Total Project Cost
Master Plan for walkable mixed use neighborhoods, integration of open space and development, and the adaptive reuse of historic structures

Mercer County Waterfront Park - Trenton, NJ
\$12 million - Total Project Cost
Planning and design of a 6,300 seat AA minor league baseball stadium

Roebling Complex - Trenton, NJ
\$106 million - Total Project Cost
Master plan for the Roebling complex and design for adaptive re-use of the First Phase, including a supermarket, retail shops and office space

Roebling Elementary School - Trenton, NJ
\$75 million - Total Project Cost
Design for a new Pre-K to eight grade school utilizing former industrial buildings within the historic Roebling Complex.

Trenton High School - Trenton, NJ
\$130 million - Total Project Cost
Renovation and expansion of Trenton High School to accomodate 2400 students in 8 small learning communities.



Clarke Caton Hintz

Architects

Planners

1000 State Avenue, Suite 100

JOHN P. CLARKE, FAIA - Senior Partner

Mercer County Civil Courts - Trenton, NJ
\$18.2 million - Total Project Cost

Design of a new Civil Courts building for Mercer County

Fort Monmouth Redevelopment Plan - Oceanport, NJ
\$2 billion - Total Project Cost

Urban design for a 1200 unit transit village on former military base.

Mercer County Community College Master Plan - Hamilton, NJ

Long range facility plan for 2 campus locations

New Jersey City University Master Plan - Jersey City, NJ

Long range facility plan for 10,000 student campus

200 Elm Drive, Princeton University - Princeton, NJ

\$7 million - Total Project Cost

Adaptive re-use of the former boiler house at Princeton University for use as office space for the Department of Public Safety and the Office of Physical Planning

Princeton University, Alexander Street - Princeton, NJ

Comprehensive development plan for Alexander Street corridor

Downtown Camden Strategic Development Plan - Camden, NJ

Development of a smart growth strategy to guide Camden downtown development

Lawrence Twp Police and Municipal Courts - Lawrenceville, NJ

\$7.2 million - Total Project Cost

Design of a new building for the existing Police and Court Facilities for the Township of Lawrence

New Jersey Public Health Environmental Agricultural Lab - Ewing, NJ

\$120 million - Total Project Cost

State of the art Environmental and Agricultural Lab Facility

New Jersey State Police Security Command Center - Ewing, NJ

\$6 million - Total Project Cost

Visitor management center for the New Jersey State Police Main Campus

HUB at Martin Luther King Drive - Jersey City, NJ

\$16 million - Total Project Cost

Overall plan and urban design for a mixed use retail/civic center developed on an 18 acre site

Montclair State University Rail Station & Parking Garage - Little Falls, NJ

\$26.5 million - Total Project Cost

1700 space parking garage for Montclair State University

Essex County Sportsplex Parking Garage at Newark Bears Stadium - Newark, NJ

\$9 million - Total Project Cost

Design of a new structured parking facility directly adjacent to the Newark Bears Riverfront Stadium

Woodland Acres - Warren, NJ
\$3.4 million - Total Project Cost

Plan for a 57 unit low and moderate income housing development



Clarke Caton Hintz

Architects

Princeton, NJ

www.clarkecatonhintz.com

JOHN D. S. HATCH, AIA, LEED AP - Partner

Profile

In his more than 20 years with Clarke Caton Hintz, John Hatch has managed the design and construction of an array of architecturally significant buildings. These include the restoration of Morven, the former governor's mansion in Princeton, the Roebling Complex Re-development, and the restoration of the Hunterdon County Courthouse. In addition to his historic work, he has managed a large number of school projects and studies, and a wide variety of other projects, including a number of College and University projects, several senior citizen housing projects, the Somerset Ballpark, and commercial and civic projects. All of his projects address issues of context, civic life and sustainability. In addition to his design work, John has written and lectured about such topics as historic preservation, sustainability and urban redevelopment.

Education

University of Pennsylvania
Certificate in Historic Preservation, 2001

University of Virginia
Master of Architecture, 1988

Istituto Universitario d'Architettura
Venice, Italy, 1988; UVA Venice Program

Princeton University
Bachelor of Arts, 1984

Professional Licenses

Registered Architect, State of NJ
Member, American Institute of Architects
LEED Accredited Professional; USGBC

Professional Experience

200 Elm Drive, Princeton University - Princeton, NJ
\$7 million - Total Project Cost

Adaptive re-use of the former boiler house at Princeton University for use as office space for the Department of Public Safety and the Office of Design and Construction

Webb Memorial Chapel - Madison, NJ
Preservation Plan with construction documents for preservation

Port Colden United Methodist Church - Port Colden, NJ
Preservation plan with stabilization drawings.

Roebling Mansion Restoration - Trenton, NJ
\$5.2 million - Total Project Cost
Restoration and expansion of badly deteriorated mansion as offices for the NJ State League of Municipalities

Golden Swan - Trenton, NJ
\$2 million - Total Project Cost
National Register Nomination and restoration of historic building

CWA South Warren Street Office Building - Trenton, NJ
\$3 million - Total Project Cost
New mixed-use building in the downtown historic district

Cracker Factory - Trenton, NJ
\$6 million - Total Project Cost
Renovation of historic factory as loft housing units



Clarke Caton Hintz
Architects
Planners
Fundraising Architects

JOHN D. S. HATCH, AIA, LEED AP - Partner

**Mercer County Community College
Master Plan -**

West Windsor & Trenton, NJ
Long Range Master Plan for both
campuses

**The Hun School of Princeton Master
Plan - Princeton, NJ**

Master plan for the prestigious
independent school

**Tower Club, Princeton University - Princ-
eton, NJ**

\$1.2 million - Total Project Cost
Life safety improvements and addition
to historic structure

Historic Morven - Princeton, NJ

\$2.5 million - Total Project Cost
Restoration of 1758 Stockton family
house for use as a museum

**Commerce Bank Baseball Stadium -
Bridgewater, NJ**

\$14.5 million - Total Project Cost
Planning and design of a 6,400 seat AA
minor league baseball stadium

**N. Pemberton Railroad Station Restora-
tion - Pemberton, NJ**

\$450,000 - Total Project Cost
Restoration of historic railroad station
using funds provided by TEA-21
Program

**Princeton University, Alexander Street -
Princeton, NJ**

Comprehensive development plan for
Alexander Street corridor

Trenton Central High School - Trenton, NJ

\$128 million - Total Project Cost
Renovate and expand the existing high
school to provide state-of-the-art facilities,
and organize the school into "small
learning communities"

Roebling Complex - Trenton, NJ

\$106 million - Total Project Cost
Master plan and renovations of the
Roebling complex and design for adaptive
re-use of the First Phase, including a
supermarket, retail shops and office space

Mill Hill Historic District - Trenton, NJ

\$1.9 million - Total Project Cost
Restore vacant and deteriorated structures
as single family residences and loft
condominiums. Total of 29 units.

Independence Park - Newark, NJ

\$520,000 - Total Project Cost
Park Master Plan including renovation of
landscape, layout of recreational facilities,
restoration of historic elements, and layout
and design of site amenities

**Historic Hunterdon County Courthouse -
Flemington, NJ**

\$4 million - Total Project Cost
Interior restoration of Historic Hunterdon
County Courthouse, renovation of former
Hunterdon County Jail and the construction
of a new egress "link" between the
structures

**Trenton Public Schools Long Range
Facilities Plan - Trenton, NJ**

Update of the 5 year Trenton Schools long
range facilities plan



MICHAEL HANRAHAN, AIA - Associate Partner

Clarke Caton Hintz

Architects

Princeton, NJ

www.clarkecatonhintz.com

Profile

Michael Hanrahan specializes in numerous project types, including historic preservation and the adaptive reuse of historic structures, institutional work, and sports facilities. In over twelve years with Clarke Caton Hintz, he has been on the design teams for a number of historically and architecturally significant buildings. These include the restoration of Morven, the former governor's mansion in Princeton, the renovation of 200 Elm Drive, the former Boilerhouse for Princeton University for re-use as University office space, and the restoration of the Historic Hunterdon County Courthouse and Jail.

Education

New Jersey Institute of Technology
Bachelor of Architecture, 1996
Master of Science, 1996

Professional Licenses

Registered Architect - State of New Jersey

Registered Architect - Commonwealth of Pennsylvania

Professional Activities

Member, American Institute of Architects

American Institute of Architects,
New Jersey Chapter, Exec. Comm.,
2006 - present; President-Elect, 2010

Professional Experience

**Robbinsville Police and Courts -
Robbinsville, NJ**

\$5 million - Total Project Cost

Design and construction of a new municipal court and police facility.

**200 Elm Drive, Princeton University -
Princeton, NJ**

\$10 million - Total Project Cost

Adaptive re-use of the former boiler house at Princeton University for use as office space for the Department of Public Safety and the Office of Physical Planning

**New Jersey State Police Security Command
Center - Ewing, NJ**

\$6 million - Total Project Cost

Visitor management center for the New Jersey State Police Main Campus

**Hunterdon County Administration Building
- Flemington, NJ**

\$4.5 million - Total Project Cost

Interior and exterior renovation of Hunterdon County Administration Building

**Historic Hunterdon County Courthouse -
Flemington, NJ**

\$4 million - Total Project Cost

Interior restoration of Historic Hunterdon County Courthouse, renovation of former Hunterdon County Jail and the construction of a new egress "link" between the structures



MICHAEL HANRAHAN, AIA - Associate Partner

Clarke Coton Hintz
Architects
Planners
Environmental Architects

**Hunterdon County Hall of Records -
Flemington, NJ**
\$2.5 million - Total Project Cost

Exterior and interior renovation of the Hunterdon County Hall of Records for use as office space and County records retention and retrieval

**Samuel L. Southard Building - Flemington,
NJ**
\$250,000 - Total Project Cost

Exterior and interior renovation for use as office space for Hunterdon County

Historic Morven - Princeton, NJ
\$5 million - Total Project Cost

Restoration of 1758 family house for use as a museum

**Roebbling Mansion at 222 West State Street
- Trenton, NJ**
\$5 million - Total Project Cost

Restoration and addition to the former Roebbling Mansion

**Annandale Museum and Cultural Center -
Clinton, NJ**

Feasibility study for the former municipal building into the Annandale Museum and Cultural Center

**Benjamin Gray House at Millstone Park -
Plainsboro, NJ**
\$1.5 million - Total Project Cost

Restoration and addition to a former boarding house for use as an office building

Golden Swan - Trenton, NJ
\$2 million - Total Project Cost

National Register Nomination and restoration of historic building

**Franklin L. Williams Middle School -
Jersey City, NJ**
\$50 million - Total Project Cost

New 900 student middle school serving grades sixth through eighth.

Campbell's Field - Camden, NJ
\$25 million - Total Project Cost

Planning and design of a 6,400 seat AA minor league baseball stadium

**TD Bank Baseball Stadium - Bridgewater,
NJ**
\$14.5 million - Total Project Cost

Planning and design of a 6,400 seat AA minor league baseball stadium

**HUB at Martin Luther King Drive -
Jersey City, NJ**
\$16 million - Total Project Cost

Overall plan and urban design for a mixed use retail/civic center developed on an 18 acre site

Yankees Parking Garage B - Bronx, NY
\$50 million - Total Project Cost

Design of a new structured parking facility (Garage B) adjacent to Yankee Stadium on 164th Street.

**Hibben and Magie Apartments , Princeton
University - Princeton, NJ**
\$70 million - Total Project Cost

Exterior and interior renovation of 200 graduate student apartments

**Brookdale Community College
Collins Arena and Campus Fitness Center -
Lincroft, NJ**

\$20 million - Total Project Cost
60,000 sf renovation and 33,000 sf addition to existing facility.



ELIZABETH MCMANUS, LEED AP, PP, AICP - Associate

Clarke Caton Hintz

Architecture

Planning

Environmental

Profile

Ms. McManus is a professional planner with 9 years of planning experience, including affordable housing planning. She serves as the planning consultant to New Jersey Planning Boards and Zoning Boards. Ms. McManus's municipal experience includes preparation of master plans, redevelopment studies, affordable housing plans, land use and zoning ordinances, redevelopment studies and site plan, subdivision, and "d" variance application reviews. Ms. McManus's private sector experience includes the preparation of expert planning testimony in support of variance and re-zoning applications. She has a special expertise in affordable housing planning; she has prepared affordable housing plans for municipalities across the State and serves as Special Court Master in Mt. Laurel litigation before the New Jersey Superior Court. Additionally, Ms. McManus is a LEED (Leadership in Energy and Environmental Design) Accredited Professional, signifying her knowledge of the LEED building benchmark system and green building techniques.

Education

Rutgers University

Master of City & Regional Planning, 2010

Rutgers University

Bachelor of Science, Environmental Policy, Institutions and Behavior, 2001

Professional Licenses

LEED Accredited Professional

Professional Planner - NJ

Member, American Institute of Certified Planners

Professional Experience

Municipal Master Plan Documents

Clinton Town, NJ

Deptford, NJ

Franklin, NJ (Hunterdon)

Glen Gardner, NJ

Hamilton, NJ (Mercer)

Lawrence, NJ (Mercer)

Washington Borough, NJ (Warren)

Readington, NJ

Redevelopment Planning

Lawrence Township, NJ (Mercer)

Washington Borough, NJ (Warren)

West Windsor, NJ

Housing Element and Fair Share Plans

Berlin Borough, NJ

Bethlehem Township, NJ

Clinton Town, NJ

Chesterfield Township, NJ

Flemington Borough, NJ

Franklin Township, NJ (Hunterdon)

Greenwich Township, NJ

Hamilton, NJ (Mercer)

Hampton, NJ

Lawrence Township, NJ

Lebanon Borough, NJ

Oceanport Borough, NJ

Readington Township, NJ

Pittsgrove Township, NJ

Springfield Township, NJ (Burlington)

Tewksbury Township, NJ

Washington Borough, NJ (Warren)



ELIZABETH MCMANUS, LEED AP, PP, AICP - Associate

Clarke Caton Hintz
Senior Planner
Planners
ClarkeCatonHintz.com

Professional Activities

Member, American Planning Association

Member, New Jersey Chapter of the
American Planning Association Sustainable
Design Committee

Board of Trustees, Sustainable Lawrence

Co-Author, *Sustainability Update*, New
Jersey Municipalities magazine

Cross Acceptance Reports

Essex County, NJ
Burlington County, NJ

Park and Recreation Area Planning

Natirar Park Master Plan,
Somerset County, NJ

Development Application Review

Bayonne City, NJ
Clinton Township, NJ
Clinton Town, NJ
Flemington, NJ
Florence, NJ
Franklin Township, NJ (Hunterdon)
Hamilton, NJ (Mercer)
Readington, NJ
Washington Borough, NJ (Warren)
West Windsor, NJ

Land Use and Zoning Ordinances

Clinton Township, NJ
Clinton Town, NJ
Franklin Township, NJ (Hunterdon)
Hamilton Township, NJ (Mercer)
Lawrence Township, NJ (Mercer)
Readington Township, NJ
Springfield Township, NJ



Clarke Caton Hintz

Architects

Planners

www.clarkecatonhintz.com

GEOFFREY VAUGHN, ASLA - Associate

Profile

Geoffrey Vaughn has played an integral part in a wide variety of planning, urban redevelopment and landscape architectural projects. His experience includes landscape architectural design and project management, which include commercial and residential designs, downtown studies and regional environmental studies, in Pennsylvania and New Jersey. Along with his landscape architectural experience he has been involved in GIS mapping of large-scale land use, zoning, environmental, park, recreation and open space plans for several townships throughout New Jersey. Mr. Vaughn's project management experience can be seen in the preparation of construction documentation for several of the firms recent Landscape Architectural projects including the Lawrence Road Streetscape, Village Square Park, Locust Grove Boulevard, and The Hudson River Waterfront Walkway.

Education

Pennsylvania State University

Bachelor of Science in Landscape Architecture, 1998

Rutgers University: Cook College

Professional Certificate in Geomatics, August 2004 – Present

Professional Activities

American Society of Landscape Architects, Member

Professional Experience

The Hudson River Waterfront Walkway - Bayonne, NJ

\$1.4 million - Total Project Cost

2 mile waterfront multi-use walkway along Bayonne Bay and the Hudson River

Bayonne Bay Parks and Reforestation Area - Bayonne, NJ

\$1 million - Total Project Cost

3 Urban parks and a reforestation area plan at the Peninsula at Bayonne Harbor

Village Square Park - Chesterfield, NJ

Centrally located in Old York Village, the 5 acre Village will serve as open space and a gathering space for community events as well as an outdoor classroom for the adjacent newly constructed elementary school

Lawrence Road Streetscape Lawrenceville, NJ

Streetscape improvements along Lawrence Road including new plantings, bench seating, brick piers with steel fencing, brick paver walks and bluestone pavers at the corners.

Locust Grove Boulevard - Deptford, NJ

Traffic calming measures for a major road within a residentially developed area. Improvements include, curb extensions, new plantings seating, lighting and bollards.

Moorestown Master Plan - Moorestown, NJ

Development of comprehensive Master Plan



Clarke/Caton/Hintz

Architect

Partner

Clarke/Caton/Hintz

GEOFFREY VAUGHN - Associate

From Fort to Village: A Vision for Oceanport's Fort Monmouth-Oceanport, NJ

Community charrettes and development of a vision plan for the oceanport section of Fort Monmouth

Rooftop Park - Garage A at Yankees Stadium - Bronx, NY

Active recreation park on top of a 3 story parking structure associated with the New York Yankees Stadium in the Bronx. The park includes a full size soccer/football field, full size mondo running track, grandstand, basketball and handball courts, outdoor fitness equipment and comfort station

The Peninsula at Bayonne Harbor - Bayonne, NJ

\$2.6 billion - Total Project Cost

Redevelopment of a 430 acre former military terminal located on a 2 mile long peninsula in New York Harbor

Asbury Park Waterfront Redevelopment Plan - Asbury Park, NJ

\$1.2 billion - Total Project Cost

Master Plan for walkable mixed use neighborhoods, integration of open space and development, and the adaptive reuse of historic structures

Chesterfield Planned Village Design - Chesterfield Township, NJ

Neo-traditional town planning for Chesterfield Township

Monmouth University - Long Branch, NJ

Evaluation of off-campus expansion alternatives for Monmouth University

Southern New Jersey Waterfront Master Plan - Camden to Salem Counties, NJ
\$120,000 - Total Project Cost

Comprehensive Master Plan for the Southern New Jersey Waterfront, from Petty's Island, Burlington County to Salem County

Bergen Pointe - Bayonne, NJ

\$375 million - Total Project Cost

Redevelopment plan for a 71 acre site in Bayonne including mixed-use waterfront housing, a waterfront park and marina and an extension of the Hudson-Bergen light rail transit line

Turtle Back Zoo Master Plan - West Orange, NJ

\$20 million - Total Project Cost

Master site plan for the Turtle Back Zoo

Turtle Back Zoo Entry Plaza - West Orange, NJ

\$300,000 - Total Project Cost

Redesign of the Turtle Back Zoo entrance to provide sufficient pedestrian facilities, ensure universal access and create a visually and spatially pleasing entry/egress space

Hamilton Township Station Area Vision Plan - Hamilton Twp, NJ

Conceptual design of a mixed-use transit village adjacent to the rail station in Hamilton Township

SECTION D:
FIRM EXPERIENCE AND
REFERENCES



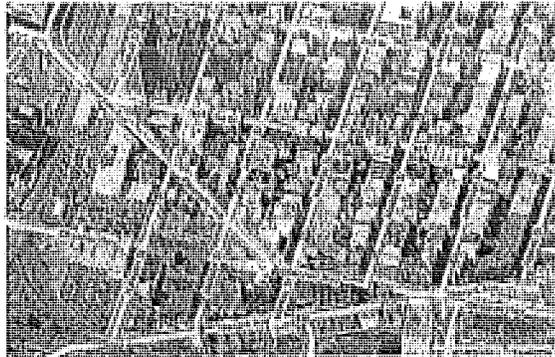
SECTION D – FIRM EXPERIENCE & REFERENCES

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

Clarke Caton Hintz has over 30 years of experience providing expert redevelopment, urban planning, architecture and landscape design services for a wide range of projects for various public and private entities. We have completed projects all across New Jersey, as well as in Pennsylvania and New York. Following is a representative sample of larger scale redevelopment projects that the firm has undertaken for various clients:

Southwest Redevelopment Plan Hoboken, New Jersey

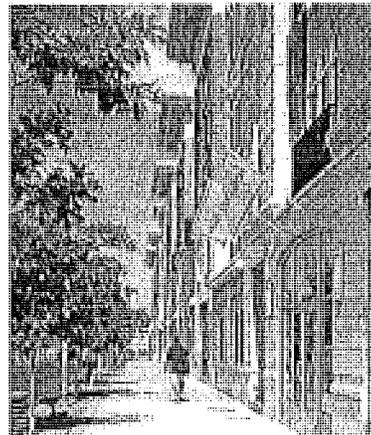
Reference:
City of Hoboken
Brandy Forbes, PP, AICP
201-420-2233



Clarke Caton Hintz was selected by the City to undertake the Area in Need of Redevelopment study. This study is currently underway and is nearing completion of the draft preliminary investigation report. The investigation required extensive data gathering and collaboration with the City's staff and landowners.

Asbury Park Waterfront Redevelopment Plan Asbury Park, New Jersey

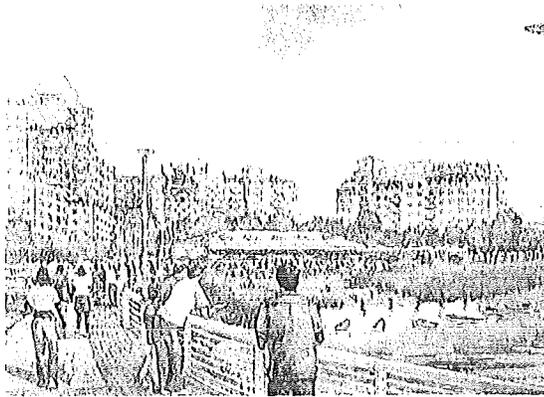
Reference:
Asbury Partners, LLC
Larry Fishman,
732-774-1143



Clarke Caton Hintz and Ehrenkrantz Eckstut & Kuhn were retained to prepare a new Master Plan. The Plan calls for walkable mixed use neighborhoods, integration of open space and development, and the adaptive reuse of historic structures such as the Casino and Convention Hall. Detailed architectural design regulations will insure new buildings will live-up to Asbury Park's rich design heritage.



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The Peninsula at Bayonne Harbor
Bayonne, New Jersey

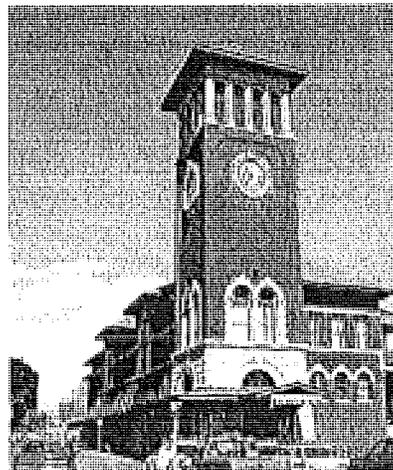
Reference:
Bayonne Local Redevelopment Authority
Suzanne Mack, 201-823-0333

In 2003, the U.S. Army transferred ownership of the former Bayonne Military

Ocean Terminal (MOTBY), the largest undeveloped site in NY Harbor, to the City of Bayonne. The City's development program for the property includes construction of a new container port facility on the north side of the peninsula along the Port Jersey Channel. The south side of the site will be a world class mixed-use development containing housing, office, retail, entertainment and cultural facilities. The plan organizes the south side of the peninsula into 5 neighborhoods connected by a traditional street grid and a strong system of public open spaces. Public access to the waterfront will be provided by a 2.25 mile extension of the Hudson River Waterfront Walkway.

Newark Broad Street Station Vision Plan
Newark, New Jersey

Reference:
New Jersey Transit
Vivian Baker, 973-491-7822

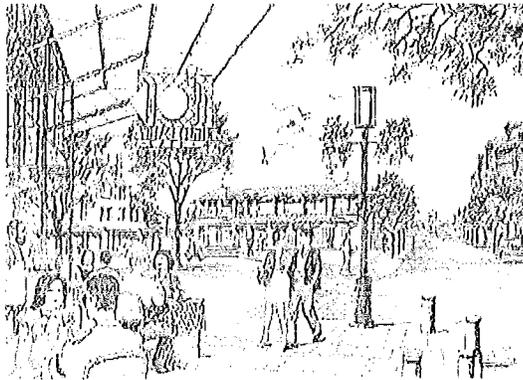


The vision plan organized the station area into a true transit node accommodating the new light rail (NERL). The redeveloped station area provides locations for passenger drop-off/pick-up, new and improved bus stops and bus routes, and improved access to and from Interstate 280. In an effort to enhance the pedestrian experience and alter the perception of the station area as an unsafe place, the vision plan proposed to add an entrance plaza to the station, add a "grand staircase" to the train platform above, and relocate an existing 24 hour police kiosk. Together, these alterations help create a social environment that attracts outdoor vendors and



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encourage impromptu gatherings, while enhancing passenger comfort, convenience, and safety through this area.



**Oceanport Fort Monmouth
Vision Plan**
Oceanport, NJ

Reference:
Borough of Oceanport
Mayor Michael Mahon
732-222-8221

The Fort Monmouth vision plan explored the conditions of the base properties within and around Oceanport, identified opportunities and constraints to redevelopment, and articulated a vision for the former 400 acre Army base that represents a feasible redevelopment concept. New development will consist of 5 distinct areas each with its unique land-use character: Mixed-use village center, a medical office Park, a corporate office campus, a waterfront resort and a historic district. It will be compact and accessible to pedestrians and bike riders. Natural features of the site including wetlands and waterfronts will be preserved and upgraded. The new development will conserve energy by being designed in accordance with the LEED standards for neighborhood development.

**Secaucus Junction Area Vision
Plan**

Secaucus, New Jersey

Reference:
Town of Secaucus
David Drumeler, Esq.,
Town Administrator
201-330-2008

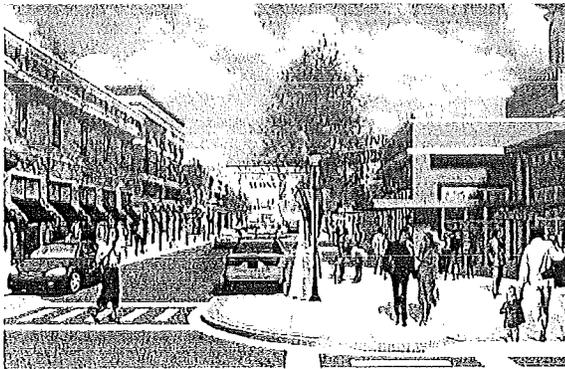


The Secaucus Junction Area Vision Plan developed a comprehensive outline for the redevelopment of the land at the southern end of Secaucus near and adjacent to the Secaucus Junction and the Frank Lautenberg Transit Station and New Jersey Turnpike Exit 15x. This plan



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undergirds the New Jersey Meadowlands Commission's Secaucus Transit Village Redevelopment Area for transforming the area from warehousing and manufacturing to a residential and retail and office complex with superb access to the state's transportation network. A residential portion of the redevelopment area has been constructed and occupied on County Avenue Extension.



**Ford Assembly Plant
Redevelopment Plan, Edison, NJ**

References:

Brandy Forbes, former
Community Development
Director 201-420-2233

Jong Sook Nee, Esq.
Redevelopment Counsel
973-622-4868

The Ford Assembly Plant Redevelopment Plan is a comprehensive redevelopment plan for the site that included detailed site design, landscape, and zoning regulations that help to implement the Township's goal of creating a pedestrian-oriented, mixed-use center. In addition, Clarke Caton Hintz prepared the preliminary investigation report leading to the Area n Need of Redevelopment declaration. The hub of this exciting new district is a public plaza bounded by streets lined with diverse retail stores, entertainment and restaurants – including a two-story movie theater. Structured parking behind the commercial blocks results in a smaller footprint and allows customers to park nearer to their destinations. A hotel and office building will complement the retail and entertainment uses. A series of open spaces provide a pleasant spatial framework within the center, including plazas and a large expansion of adjacent Paterniti Park. The conversion of this former industrial site into a vibrant commercial district is Edison's most prominent redevelopment effort to date.

SECTION E:
TECHNICAL APPROACH TO
TASKS AND SCHEDULE



SECTION E – TECHNICAL APPROACH TO TASKS AND SCHEDULE

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture

Introduction

The North End Redevelopment Area (Study Area) contains a diverse collection of land uses, ranging from manufacturing, office, warehouse/storage and community facilities. These uses are manifested in an equally diverse range of buildings and sites, from early 20th century industrial buildings to modern buildings. The area is influenced by nearby residential high-rises. Two edges of this, roughly, rectangular district are defined by the Hudson-Bergen Light Rail line to the north and west. Fourteenth Street to the south becomes an elevated viaduct as it traverses from east to west. The eastern edge leads to the street grid and, in a short distance, the Hudson River where many high residential buildings have been constructed over the past three decades. Upon first glance, the complexity of this district defies any singular characterization according to use or condition, which typifies the economic dynamics of urban places. In Hoboken, with its access to the Hudson waterfront and Manhattan, has seen a residential renaissance as the value of living and working in urban centers was rediscovered. Hoboken has achieved great success through the use of redevelopment planning, which, most notably, has transformed its shared waterfront with New York City into a renowned urban place. Clarke Caton Hintz is eager to assist the Port Authority in continuing this creative endeavor in Hoboken as it takes the next step in its redevelopment process.

It is our understanding that the Port Authority seeks to implement certain land use planning initiatives within the Study Area on behalf of the City and has resolved to explore options for implementation through the use of the NJ Local Redevelopment and Housing Law (LRHL) and the designation of an "Area in Need of Redevelopment". While redevelopment area designations and plans remain a standard tool within the spectrum of mechanisms that municipalities may engage during land use planning, recent court decisions involving the designation of redevelopment areas have placed a much heavier burden on the municipality in the justification of a redevelopment area boundary based on the statutory criteria of the NJ LRHL. These decisions include two key cases:



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Gallenthin Realty Development Inc. v. Borough of Paulsboro
(NJ Supreme Court, June 2007)

The Court in *Gallenthin* found that:

- The NJ Constitution allows the government to take property for private redevelopment only if it is part of a “blighted area”.
- “At its core, ‘blight’, includes deterioration or stagnation that has a decadent effect on surrounding property.
- Criteria “e” applies only to property that has become stagnant because of issues of title, diversity of ownership, or other similar conditions like a peculiar configuration of lots or multiple claims of ownership of the same lots.
- A finding that a parcel is in need of redevelopment based solely upon a finding that it is not being utilized in a fully productive manner is “insufficient to engage the sovereign’s power to designate property as in need of redevelopment and subject to eminent domain”.
- “A municipality must establish a record that contains more than a bland recitation of applicable statutory criteria and a declaration that those criteria are met.” The record must contain substantial credible evidence that supports the finding.
- Non-blighted parcels can be included in a redevelopment plan if there is evidence that they are necessary for the rehabilitation of the larger blighted area.

Mulberry Street Area Property Owners Group. V. City of Newark
(Essex County Superior Court, July 2007)

The Court in *Mulberry Street* found that:

- Relying on *Gallenthin* case, court rules that City did not provide substantial credible evidence of blight when it relied on criterion “e” to declare the entire area in need of redevelopment.
- Just because properties are under utilized is not reason enough to declare blight.



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- *Criterion “e” cannot be used alone because a municipality believes land is not fully productive and might be used for something more beneficial to the general welfare.*
- *The phrase “other conditions” in criterion “e” is not a catch all that refers to any eventuality. It refers to circumstances of the same or like piece as conditions of title or diverse ownership.*
- *“Substantial evidence” that would satisfy a finding of blight has been laid out in case law and may include:*
 1. *Applications for building permits to determine substandard or dilapidated conditions.*
 2. *Occupancy Rates and number of employees of existing buildings to determine under-utilization.*
 3. *Usage of public transportation to determine under utilization of parking lots.*
 4. *Physical inspections of structures to determine whether they are substandard.*
 5. *Economic activity and productivity.*
 6. *Maps detailing land uses, the extent of blighting factors, and tax delinquencies*
 7. *Block by block findings and photographic evidence*

While Clarke Caton Hintz cannot prevent challenges to the redevelopment area designation, we can apply a strategic approach that will result in a solid and defensible framework for designating the redevelopment area.

A multi-disciplinary approach is critical to the success of this study: Building conditions will be evaluated by a Registered Architect; site and land use conditions will be evaluated by an expert Professional Planner/Landscape Architect. The work of these allied specialists will serve as the foundation for the professional planning opinions with respect to the Area in Need of Redevelopment.

Why is this multi-disciplinary approach critical? The Planning opinions and recommendations will be based on the opinions of specialized professionals. For instance, when we identify a building condition that triggers LRHL criteria for redevelopment, we can say it is based upon the opinion of a



Clarke Caton Hintz Registered Architect. *This approach makes this process, and the resulting report, significantly more defensible than a report done solely with a Planner.*

SCOPE OF WORK

Task A. Kick-Off Meeting

Within two weeks of the execution of the contract or the Notice to Proceed, whichever is later, Mr. Sullivan, the principal-in-charge will meet with the Port Authority and City representatives to discuss the tasks and schedule. It is recommended that the meeting take place in Hoboken to preserve the opportunity for physically viewing the Study Area with the representatives.

Task B. Document and Data Review

Clarke Caton Hintz, PC, intends, as it does with all of its redevelopment work, to examine the City's property records of the parcels within the Study Area. The records will include, but not necessarily be limited to, tax assessment records, construction code official records, property maintenance records; board of health and police records. This proposal assumes the full cooperation of the City to make the records available in a timely manner.

In addition, the firm will review available current and historical aerial digital orthophotography; the data layers available from the NJ Dept. of Environmental Protection relating to the environmental characteristics, historic properties listed on local, state or national historic registers and the known contaminated sites list of the Study Area; any relevant mapping or plans of Hudson County, and U.S. Census data.

The firm also intends to review the master plan and zoning ordinance of the City, as well as any special area studies pertinent to the Study Area.

As required by the RFP, the list of data sources will be disclosed and vetted by the Port Authority and City of Hoboken.

In accordance with the email communication received by Clarke Caton Hintz, PC, Task B.2, pertaining to a title search for each property, has been eliminated from the RFP.



Clarke Caton Hintz

The list of data sources will be presented at the kick-off meeting in Task A. Once approval of the list has been given, which the firm anticipates within a week's time, the data collection effort will begin and take up to six weeks.

Task C. Field Verification and Draft Investigation Report

Clarke Caton Hintz, PC, will undertake the tasks required of Task C. Our experience in general, as well as in Hoboken, where areas are being investigated for redevelopment purposes suggests it will take longer than 30 days from landowners to gain permission to enter property, particularly buildings. Under typical circumstances, Task C would take longer than the 30 days as indicated under the Submission Requirements in the RFP. A more typical time period would be 90 days. Additionally, Task C could run concurrently with Task B since the field verification is another form of background data gathering. Nevertheless, we will complete this task within the 30 days time allocated in the RFP, unless a longer time is authorized by the Port Authority to gain access to key properties.

The field investigation will include observation and photographs by the architectural staff of the firm to document the existing conditions of the exterior of buildings and all interior buildings that are open to Clarke Caton Hintz. The site area of each parcel will be reviewed for efficiency and function, primarily through aerial photography, plus any field photographs necessary to document changes that may have occurred since the aerial photography was taken. All of the data will need to be analyzed.

Under this task, Clarke Caton Hintz, PC, will tentatively identify the parcels it believes meet the statutory criteria which will form the basis for its draft investigative report. It is conceivable that the Study Area may not include all of the lands identified by the governing body for investigation; the firm will not investigate any property outside of the Study Area. The RFP also makes an assumption that criteria "a" and "d" of the statute are the potential criteria that the investigation will find existing in the Study Area. The firm will review all of the statutory criteria for their applicability in the Study Area.

Clarke Caton Hintz, PC, agrees to undertake the process as required in subtasks 1.a, 1.b, 1.c, 1.d and 1.e. A schedule of 30 days is proposed unless a longer time period is authorized by the Port Authority.



Task D. Preliminary Investigation Report: A Strategic Approach

The RFP identifies the primary deliverable as the Preliminary Investigation Report (Report) that will contain analyses of the properties within the Study Area with respect to the criteria for designation of a redevelopment area pursuant to the LHRL. Clarke Caton Hintz, PC will undertake all of the analyses necessary in order to prepare the Report as identified within the RFP.

With the series of court decisions during this past decade raising the bar for municipalities who choose to engage in redevelopment, we have found that the determination of an area in need of redevelopment warrants careful attention to fully evaluate the physical, economic and social conditions of the properties within the Study Area. Through the application of each of the firm's disciplines, we will compile the data and analyses that will provide the basis for the Report.

The results of the analyses undertaken by the firm will be compiled into the preliminary investigation report. The preliminary investigation report will provide greater in depth support for the findings presented in the draft investigation report and will account for the comments made by the Port Authority and City of Hoboken made in Task C. Clarke Caton Hintz will author and publish the report. This report will combine maps, text, graphics, photographs and tables to present a clear and cohesive document to support the conclusions and to communicate the bases and the conclusions to the Planning Board, City Council and the Public. It will be provided in both print and digital formats for appropriate dissemination. The Report will utilize all of the relevant data and will provide all of the analyses identified in the RFP, including:

- *A description of the physical, economic and other relevant conditions within the Study Area, including existing land uses, building and environmental conditions, and site layout.*
- *A review of the zoning and master plan designations for the Study Area.*
- *An analysis describing how the Study Area meets the statutory criteria.*
- *All relevant documentation, including photographs and maps, to support the conclusion that all or a portion of the Study Area is or is not in need of redevelopment.*



Clarke Caton Hintz

- *The Report shall also contain an aerial photograph of the Study Area and other maps and graphics to illustrate and support the planning analysis contained in the Report.*

Tasks A-C will require a minimum of eight weeks from the Notice to Proceed or signing of the contract, whichever is longer. Task D will require an additional eight weeks.

Tasks E and F. Expert Testimony and Presentations

Clarke Caton Hintz, PC, will coordinate all presentations with City representatives to ensure that the appropriate data and analyses are presented in a manner that is clear to policymakers and the general public. The presentations will address the principal issues that are relevant to the Planning Board and City Council. Michael Sullivan will be the primary person addressing public bodies and the general public. The firm will develop the materials and testimony for presentation in public meetings. Clarke Caton Hintz, PC, will supply all display equipment to conduct such testimony.

Tasks E-F will take four to eight weeks, depending on the schedule of the Planning Board and City Council, and whether more than one hearing date is required. In total, the time period ranges from 4 to 6 months.

Deliverables

During the project and prior to meetings, Clarke Caton Hintz can provide interim information for posting on the Hoboken web site as determined appropriate by the City in order to provide public an opportunity for input in the process or to simply report on the progress of the study. However, our final product will be a report summarizing all of the analyses and conclusions of the project.

In accordance with the RFP, the firm will deliver:

- Five (5) printed copies and one (1) digital (.pdf) file on compact disk of the Draft Investigation Report and the Preliminary Investigation Report. These will incorporate comments from the Port Authority and City of Hoboken, as necessary and required by the RFP. It will be



Clarke Caton Hintz

signed and sealed by Michael Sullivan, a professional planner licensed in NJ.

- One (1) copy of the digital slideshow(s) (.pdf) from the public meetings.
- One (1) copy each of all presentation exhibits, with revisions after comment by the Port Authority and City of Hoboken, as necessary.

Meetings

Clarke Caton Hintz, PC, will attend the following meetings:

A meeting with the city planning /community development staff. This constitutes an initial briefing with the City in order to understand the historical efforts at redevelopment in the Study Area and to define preliminary overall objectives that are the basis for the study. We are interested in finding out what the City's current thinking is with respect to the goals and objectives established for the District. Using what we learn from the City will permit us to focus our efforts in the most appropriate manner.

One (1) Kick-off meeting as described under Task A.

One (1) public hearing of the Planning Board to present the findings of the Preliminary Investigation Report as part of the public hearing on the proposed redevelopment area designation, providing testimony before the Hoboken Planning Board. The content of the meeting will be coordinated with the City Staff and officials to ensure the most informative and efficient presentation.

One (1) meeting of the City Council to present the recommendations of the Planning Board at which we will present information as necessary for the City Council to make an informed decisions. The content of the meeting will be coordinated with the City Staff and elected officials to ensure the most informative and efficient presentation.

Clarke Caton Hintz will employ digital data and current spatial and imaging technology in order to perform the analyses required within the Study area. This includes the use of digital aerial photography, ground-based photography and geographic information system (GIS). Through the GIS we



Clarke Caton Hintz

can sort, query and display data in a visual manner in order to reveal patterns and relationships between varying and similar characteristics of the land within the Study area. Public presentations will be made using projections of digital slides.

During the project we can use the internet as a means for public outreach and input. This may include, in its simplest form, posting of information on the City web site. However, we can also utilize social networking channels, such as Facebook, in order to establish a "home base" for information on the project where thoughts can be shared. Given the potential for litigation regarding an area in need of redevelopment designation, consultation with legal counsel on the exact nature of the public outreach is recommended to protect the City's interests.

Finally, the Report will be organized and printed using digital publishing software that will allow customization of the product to fit the City's needs. We have great experience in producing informative and engaging documents through this process. This can then be converted to file formats to permit widespread use of the document.

**SECTION F:
ESTIMATED COST AND
STAFFING NEEDS**



SECTION F – ESTIMATED COST AND STAFFING NEEDS

Clarke Caton Hintz
 Architecture
 Planning
 Landscape Architecture

TASK	<i>Personnel</i>	<i>Hours</i>	<i>Cost</i>	<i>Task Total</i>
A. Kick-Off Meeting	Michael Sullivan	4	\$740	
	Beth McManus	4	\$386	
Sub-total Task A		8	\$1,126	\$1,126
B. Document and Data Review	Michael Sullivan	8	\$1,480	
	John Clarke	4	\$780	
	Beth McManus	20	\$1,929	
	Geoff Vaughn	8	\$772	
Sub-total Task B		40	\$4,961	\$4,961
C.1 Field Verification	Michael Sullivan	8	\$1,480	
	John Hatch	8	\$1,480	
	Michael Hanrahan	4	\$740	
	Beth McManus	16	\$1,543	
	Geoff Vaughn	16	\$1,543	
C.2 Draft Investigative Report	Michael Sullivan	30	\$5,550	
	John Clarke	8	\$1,560	
	John Hatch	8	\$1,480	
	Michael Hanrahan	8	\$1,480	
	Beth McManus	40	\$3,858	
	Geoff Vaughn	24	\$2,315	
Sub-total Task C		170	\$23,030	\$23,030
D. Preliminary Investigation Report	Michael Sullivan	40	\$7,400	
	Beth McManus	48	\$4,630	
	Geoff Vaughn	32	\$3,087	
Sub-total Task D		120	\$15,117	\$15,117
E. Hearing Testimony	Michael Sullivan	8	\$1,480	
	John Hatch	8	\$1,480	
Sub-total Task E		16	\$2,960	\$2,960
F. City Council Meeting	Michael Sullivan	5	\$925	
	John Hatch	5	\$925	
Sub-total Task F		15	\$1,850	\$1,850
Total Hours and Cost		364		\$49,044



Clarke Caton
Hietz

Estimated Reimbursables	\$2,400
TOTAL	\$51,444

The cost is calculated by multiplying the hourly rate from the approved PANYNJ Billing Rate Schedule (below) times the number of hours. For employees, specifically Elizabeth McManus and Geoff Vaughn, their hourly rate is multiplied by a 2.3 multiplier. Any additional meetings or tasks authorized by the PANYNJ that are not included in the RFP scope will be billed on an hourly/time and materials basis. Reimbursable expenses are estimated and will only be charged as incurred up to estimate amount and will not exceed this figure. Any additional reimbursable expenses will be handled on a time and materials basis, as authorized by the PANYNJ.

2011 PANYNJ BILLING RATE SCHEDULE

<u>Principals & Partners</u>		<u>Hourly Rate</u>	<u>Multiplier</u>	<u>Billing Rate</u>
John Clarke	Sr. Principal	\$195.00	n/a	\$195.00
John Hatch	Principal	\$185.00	n/a	\$185.00
Michael Sullivan	Principal	\$185.00	n/a	\$185.00
Michael Hanrahan	Associate Partner	\$185.00	n/a	\$185.00

Employees Subject to 2.3 Multiplier

Elizabeth McManus	Associate	\$41.94	2.3	\$96.46
Geoffrey Vaughn	Associate	\$41.94	2.3	\$96.46

SECTION G:
MANAGEMENT APPROACH



SECTION G – MANAGEMENT APPROACH

Clarke Caton Hintz

Architecture

Planning

Landscape Architecture

The project will be managed by Michael Sullivan, as principal-in-charge. At the start of each task, Mr. Sullivan, ASLA, LLA, PP, AICP, will review the scope of work for that particular task and organize the firm's members allocated for the task. Communication with the client is essential in ensuring a successful project. We have assembled a first-rate team of in-house professionals to work on the redevelopment project. Our project management approach will:

- Empower projects by providing PANYNJ direct access to Mr. Sullivan to ensure timely decision-making and a single-point access to the firm's resources.
- Establish strong communication between the PANYNJ project management and Clarke Caton Hintz, PC.
- Provide clear reporting on schedule, cost and project status to meet established targets.
- Dedicate resources as relevant, and at the appropriate level to achieve project objectives within an efficient framework.

Mr. Sullivan will communicate on the project by telephone or email on a weekly basis to inform the Port Authority and the City of Hoboken of task status, issues that have arisen and overall progress in completing the assignment.

Clarke Caton Hintz
Architecture
Planning
Landscape Architecture



170 Barrack Street
Trenton, NJ 08608
Tel: 609 883 8383
fax: 609 883 4044



Environmental and Planning Consultants

440 Park Avenue South
7th Floor
New York, NY 10016
tel: 212 696-0670
fax: 212 213-3191
www.AKRF, Inc.com

January 18, 2011

Ms. Gretchen Minneman
Real Estate Services Department
Port Authority of New York and New Jersey
225 Park Avenue South, 19th Floor
New York, NY 10003

Re: Proposal for Urban Planning Services for the Hoboken North End Redevelopment Study

Dear Ms. Minneman:

AKRF, Inc., is very pleased to submit this proposal for urban planning services in Hoboken, New Jersey. This assignment is well tailored to the overarching range of services and expertise established in our current On-Call agreement with the Port Authority. We are using key team members AKRF, Inc. and McCormick Taylor staff with largely the same resumes and structure as in our 2010 submission (other team members may be utilized as appropriate, particularly those of Eng-Wong Taub to the extent that traffic issues come to the forefront). Notable exceptions of additional resources are noted in this proposal's organization chart and presentation of resumes. One new subcontractor has been identified—Giordano, Halleran & Ciesla—a law firm with specific expertise in the New Jersey Local Redevelopment and Housing Law (LRHL). The ability to consult directly with experienced legal counsel will ensure that the planning work diligently conforms to the LRHL.

Overall, the City of Hoboken and the Port Authority will have a great planning resource to move the North End Redevelopment Study forward. Collectively, we provide you with extensive experience in preparing redevelopment findings on some of the largest and most complicated projects in the metropolitan area, a familiarity with redevelopment studies in New Jersey, particularly with Hoboken, and a thorough understanding of the LRHL.

I will continue to provide oversight in my capacity as the Project Executive identified in our On-Call agreement. However, the overall management of the assignment will be by Graham Trelstad, AICP, P.P. an AKRF, Inc. Senior Vice President with many years of municipal planning experience. McCormick Taylor, under the guidance of Joseph Bocuvetsky, AICP, will take the AKRF, Inc. team lead in conducting the field investigation of the physical condition assessment. Mr. Bocuvetsky has conducted similar studies in several New Jersey communities and has been involved with the firm's planning assignments in Hoboken. Paul Scheider and Michael Gross will provide LRHL guidance from their many years of legal practice with Giordano, Halleran & Ciesla.

Our proposal follows the guidance set forth in the Authority's RFP, providing the resumes and qualifications of the project team, along with a project understanding, our approach to completing the scope of work, a schedule, and preliminary cost estimate based upon the hourly rates and overheads set forth in our previous On-Call submission.

Please call myself (646-388-9747) or Graham Trelstad (914-922-2355) with any additional questions on the information contained in this proposal. We look forward to the opportunity of working with you and with the City of Hoboken on this assignment.

Sincerely,
AKRF, Inc.

A handwritten signature in black ink, appearing to read "Peter A. Liebowitz". The signature is fluid and cursive, with a large loop at the end.

Peter A. Liebowitz, AICP
Senior Vice President

Sincerely,
AKRF, Inc.

A handwritten signature in black ink, appearing to read "Graham Trelstad". The signature is cursive and somewhat stylized.

Graham L. Trelstad, AICP, P.P.
Senior Vice President

cc: McCormick Taylor

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FIRM EXPERIENCE

PATH LONG-TERM RIDERSHIP STUDY, NEW YORK AND NEW JERSEY

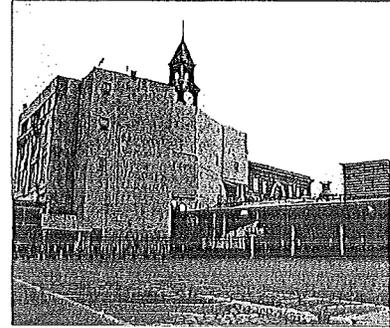
Reference:

Ed Sasportas

Port Authority Trans Hudson Corporation

One PATH Plaza, 10th Floor

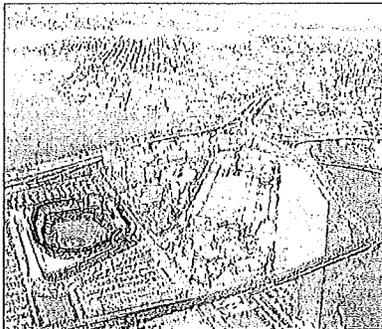
Jersey City, NJ 07306



AKRF, Inc. is leading a consultant team that is preparing long-term ridership projections for the PATH system. PATH provides high-capacity, subway service between New Jersey and New York City. The system includes 13 stations and serves more than 125,000 customers per day. PATH directly serves communities in Jersey City, Newark, Hoboken, and Manhattan but also provides connections for other west-of-Hudson residents at Newark Penn Station, Journal Square, and Hoboken Terminal.

The project involves detailed research and evaluation of current and future land use and employment trends in the PATH service area and the region at-large to determine potential changes in ridership at stations. At the same time, the project will evaluate station and system capacity to identify current and future constraints. Using a detailed ridership forecast and the empirical data on growth and constraints, the team will provide recommendations for short and long-term capacity enhancements, system modifications, and expansions to meet both short and long-term demand in the New York Metropolitan Region.

WILLETS POINT DEVELOPMENT PLAN EIS AND NEIGHBORHOOD CONDITIONS STUDY, QUEENS, NY



Reference:

Asima Jansveld

New York City Economic Development Corporation

110 William Street, 5th Floor

New York, NY 10038

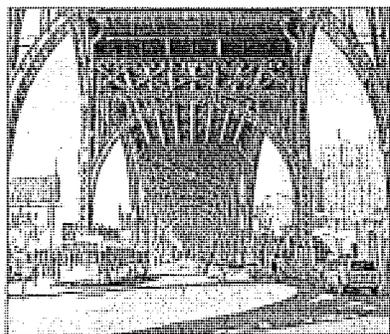
Phone: 212-312-3781

The New York City Economic Development Corporation (EDC) and the New York City Department of Housing Preservation and Development (HPD) are leading an effort to create an urban renewal area in Willets Point, Queens in order to implement a comprehensive development plan for an approximately 61-acre area on the Willets Point peninsula. Although no specific development plan was in place at the time the environmental review was conducted, the Urban Renewal Plan (URP) permits the maximum development of 8.94 million gross square feet of new construction, comprised of a mix of uses including residential, retail, hotel, convention center, commercial office, community facility, and parking. The proposed Plan includes a zoning change from M3-1 to C4-4 and creation of a zoning special district, and a zoning map change to de-map all of the existing streets in the Willets Point Development

District. AKRF, with Eng-Wong, Taub as subcontractor for traffic and parking, prepared a Generic Environmental Impact Statement (GEIS), which analyzes the environmental effects associated with the illustrative site plan developed for the Willets Point Development Plan, as well as Uniform Land Use Review Procedure applications for the proposed actions. Key issues in this GEIS included potential traffic impacts, effects on historic resources, socioeconomic conditions, assessment of the proposed water and sewage infrastructure improvements, among others. AKRF also incorporated the findings of HDR's separate report on the potential for hazardous materials impacts into the GEIS. In addition, AKRF prepared Uniform Land Use Review Procedure (ULURP) applications for the proposed actions.

In support of the proposed URP and in recognition that the City may acquire properties on the project site through the eminent domain process, AKRF prepared a Neighborhood Conditions Study (a.k.a. blight study) which provides background information and details physical conditions for Willets Point. Design & Development Group was a subcontractor on this assignment. The study includes a history of development in Willets Point; a description of recent efforts to revitalize the area; a description of site and building characteristics including building conditions, building code violations, certificates of occupancy, site utilization, infrastructure conditions, environmental concerns, and property ownership; a discussion on crime in Willets Point; and a comparison of property values in Willets Point and other industrial areas in Queens. Detailed assessments of building and property conditions for each of the 128 lots on the project site are also provided.

MANHATTANVILLE NEIGHBORHOOD CONDITIONS STUDY, NEW YORK, NY



AKRF was commissioned by the Empire State Development Corporation to evaluate physical conditions in a study area coterminous with an area in West Harlem that is proposed for the development of a new campus by Columbia University. This study included detailed descriptions and extensive photographic evidence of building conditions, including interior and exterior conditions of the 67 lots in the 17-acre study area. The study provided a historic overview of the study area, and then provided a comprehensive analysis of physical conditions, evaluating factors such as vacancy status, site utilization, property ownership, and crime. For each property in the study area, the study included a detailed profile, which provided information on location, use, zoning, and ownership; physical and structural concerns; health and safety concerns; building code violations; and environmental issues. This study reported that over 70 percent of the total lots had one or more substandard condition, including a poor or critical physical condition, high vacancy, or low site utilization. This study was the subject of scrutiny and withstood several legal challenges. In June 2010, New York State Court of Appeals upheld Empire State Development Corporation's findings of blight and its power of eminent domain (*Parminder Kaur et al. v New York State Urban Development Corporation, Tuck-It-Away Inc. et al. v New York State Urban Development Corporation*, 123 (June 24, 2010)).



ATLANTIC YARDS ARENA AND REDEVELOPMENT PROJECT EIS AND BLIGHT STUDY, BROOKLYN, NY

Reference:

Rachel Shatz

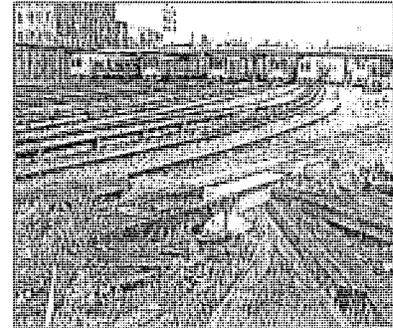
Director, Planning and Environmental Review

Empire State Development Corporation

633 Third Avenue, 34th Floor

New York, NY 10017

Phone: 212-803-3252



The Atlantic Yards Arena and Redevelopment project calls for the redevelopment of a 22-acre underutilized and underdeveloped area with a mix of uses, including the construction of an arena for use by the Nets professional basketball team. The project, to be developed by Forest City Ratner Companies with the Empire State Development Corporation (ESDC) as the lead agency, would include an approximately 20,000-seat arena, along with up to 6,400 residential units, up to 1.6 million square feet of commercial space, public open space, and retail, hotel, and community facility uses. The proposed project also includes substantial improvements to the MTA/LIRR Vanderbilt Yard and the clearance, planning, and reconstruction of the surrounding blocks.

The Environmental Impact Statement (EIS) for the project, prepared by AKRF, analyzes two build years and two variations of the project program in order to allow for flexibility in the uses of three of the proposed project's 17 buildings. The document includes complex interrelated quantitative analyses for multiple technical areas, including traffic and parking, transit and pedestrians, air quality, noise, and construction. Particular attention was paid to potential water quality impacts from combined sewer outfalls on the Gowanus Canal and the East River. The EIS also provides detailed analyses of other areas of concern, such as historic resources, socioeconomics, land use and zoning compatibility, urban design and visual resources, and schools. Because of the high profile and highly controversial nature of this project, comments on the DEIS were particularly voluminous. AKRF worked around the clock with ESDC to effectively organize, evaluate, and respond to these comments in the FEIS within the narrow time frame allotted.

AKRF also prepared the Atlantic Yards Arena and Redevelopment Project Blight Study upon which ESDC based its findings under the Eminent Domain Procedure Law (EDPL). The Blight Study was precedent-setting in its level of detail and has withstood multiple legal challenges since issuance of the Blight Study and EIS. The study includes: an overview of historical development on the project site and in the surrounding area; a detailed assessment of building and property conditions for each of the 73 lots on the project site (including property ownership, physical deterioration, building code violations, site underutilization, building vacancies, and environmental concerns); a comparison of crime rates in project site precinct sectors with precinct-wide crime rates; and an overview of project benefits.

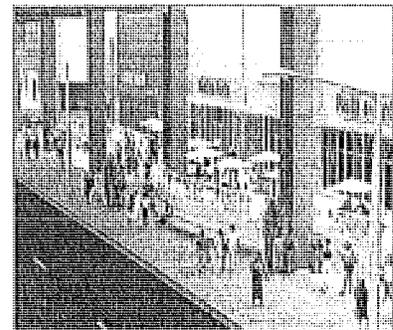
Successful completion of the EIS and the related Blight Study required a high level of oversight and coordination. The FEIS was issued in November 2006 and the project was approved by ESDC's Board of Directors on December 9, 2006. Since the project's approval, a number of project-related construction tasks have been undertaken, including clearing (abatement and demolition work) on certain project parcels; reconstruction of the MTA/LIRR rail yard has begun (including the closure and dismantling of the Carlton Avenue bridge); and upgrades of water and sewer lines.

WHITE PLAINS CITY CENTER, WHITE PLAINS, NY

The firm prepared an EIS for a mixed-use urban retail, entertainment and residential development in downtown White Plains. The proposed \$150 million development currently lies in an urban renewal area of White Plains, and is expected to be the catalyst in the revitalization of the downtown area of White Plains by creating multi-faceted day and night-time activity. The proposed project incorporated into the design some of the older, historically and/or architecturally more interesting buildings. Key issues for the EIS were the project's impact on traffic and transportation; its possible displacement of existing, neighboring residential communities and commercial areas; and its affect on the economy of White Plains. The Center is now under construction and close to completion.

GATEWAY CENTER AT THE BRONX TERMINAL MARKET, BRONX, NY

AKRF has prepared retail market studies for two phases of planning to redevelop the Bronx Terminal Market (BTM), which formerly served as one of the city's three wholesale food markets. BTM, which was owned by the City of New York and managed by the New York City Economic Development Corporation, was deteriorating with high vacancy and tenants paying below market rents. AKRF prepared a market analysis for redeveloping the site which recommended a 500,000 square foot shopping center, while consolidating the wholesale food market on the site. Initial plans to redevelop the market were delayed by negotiations with the lessee and the uncertainty surrounding plans to redevelop Yankee Stadium which was adjacent to the site.

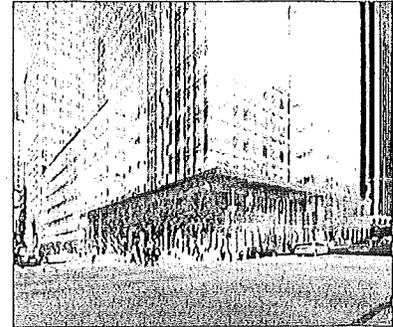


In 2005 the firm prepared a retail market analysis and other economic studies as part of an Environmental Impact Statement for a proposed 1 million square foot shopping center to replace the BTM along with parking facilities, a hotel, and a public park and waterfront esplanade along the Harlem River. The types of potential retail tenants used as a basis for the retail analysis included a wholesale club, supermarket, discount department store, book store and other typical shopping mall stores.

Retail studies for what is now known as Gateway Center at the Bronx Terminal Market included an analysis of the competitive position of stores in a large catchment area encompassing about a 3-mile radius from the project site. The competitive analysis assessed conditions at major retail concentrations in the Bronx such as Fordham Road, the Hub district, East 161st Street, East 138th Street, and the Concourse Shopping Center; and in most of Manhattan north of 110th Street, including West 125th Street, West and East 181st Street, Broadway between 114th and 182nd Streets, and 116th Street from Frederick Douglas Boulevard to Second Avenue. The market analysis for food and other grocery items evaluated the competitive position and sales at supermarkets throughout the trade area to determine whether their market share would be significantly affected by the proposed wholesale club; similar analyses were performed for other relevant competitive retail categories. Demographic characteristics and spending patterns of the population in the catchment area were analyzed and measured against existing retail sales in the catchment area to determine potential economic impacts. The shopping center was opened in 2009, anchored by several national chains including BJ's Wholesale Club, Target, Home Depot, and Bed Bath & Beyond, among others. The food wholesalers that occupied the BTM were relocated, some to the Hunt's Point Market.

BANK OF AMERICA TOWER AT ONE BRYANT PARK, NEW YORK, NY

AKRF prepared an EIS and a blight study for The Durst Organization's new 2.1-million-sf office tower for the Bank of America and other corporate tenants. The new building occupies one third of the block between Sixth and Seventh Avenues and West 42nd and 43rd Streets, and was constructed with cutting-edge "green building" technology. The project has allowed for the expansion and retention of a major financial institution in New York City and State, while fully developing underused prime real estate properties. The project also entailed the rebuilding of The Henry Miller Theater, a designated New York City Landmark, which is eligible for listing on the S/NR. The development also provides major amenities for the area, including an indoor garden atrium and improvements to subway access. The amenities include a new subway entrance connecting to the 42nd Street B, D, F, Q, and No. 7 station, an underground passageway connecting this station to the Times Square station, and an above-ground through-block pedestrian connection between 42nd and 43rd Streets.



AKRF's work helped bring this important project from its planning phases to completion. To develop the project, ESDC acquired the project site parcels through condemnation. To support ESDC's implementation of the Eminent Domain Procedure Law, AKRF prepared a blight study to demonstrate that the existing sites were severely underutilized and not in keeping with surrounding uses found in this high-density central business district. AKRF also prepared an EIS that evaluated the full range of environmental issues associated with the development. Among the issues examined were the project's effects on local traffic and transit conditions, compatibility of the building's massing and design with the landmarked Henry Miller's Theater and other nearby historic resources, and potential economic effects, including the direct displacement impacts to the on-site businesses.

Construction of the new tower, which stands as one of the world's most environmentally responsible high-rise buildings, was completed in 2008.

GREATER JAMAICA REDEVELOPMENT, QUEENS, NY

AKRF prepared an EIS for the Downtown Jamaica Redevelopment Plan pursuant to CEQR, with DCP as the lead agency. Approximately 777 acres of land in Queens Community Districts 8 and 12—which include the neighborhoods of Jamaica, South Jamaica, Hollis, and St. Albans—were rezoned and given new or revised commercial overlays. The proposed action includes zoning map amendments, a zoning text amendment to establish the Special Downtown Jamaica District (SDJD), an amendment to the City Map involving the elimination of a portion of a street and acquisition or disposition of real property related thereto, and designation of an Urban Renewal Area. The proposed changes are all part of a comprehensive strategy intended to support Jamaica's central business district (CBD), while providing for appropriately scaled development in the neighboring low-rise residential communities.

It is the objective of the city to create a vibrant center of office, retail, entertainment, residential, and community facility uses. This plan would build upon the public investments that have been made to date in this area and would take advantage of downtown Jamaica's strategic location with respect to regional transportation access. These actions would facilitate the redevelopment of downtown Jamaica as one of the region's premier CBDs, protecting existing neighborhoods and allow for the protection and expansion of industrial uses. Under the

proposed project, a total of 5,200 dwelling units, 4.5 million square feet of commercial space, 460,000 square feet of community facility uses, and 120,000 square feet of industrial space would be created. The analysis examined 187 projected development sites and 424 potential development sites over a study area of 368 blocks (778 acres). Actions necessary to implement the proposed plan include zoning map changes, a proposed Downtown Jamaica Special District, a proposed Jamaica Gateway Urban Renewal Area, a proposed demapping of a street segment, and the disposition of city land.

CITY OF NEW ROCHELLE NORTH AVENUE REDEVELOPMENT STUDY, NEW ROCHELLE, NY

Reference:

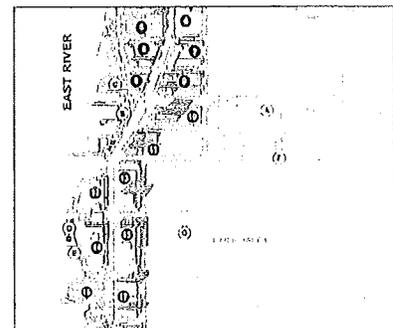
Suzanne D'Amato
 Senior Project Manager
 City of New Rochelle
 515 North Avenue
 New Rochelle, NY 10801
 Phone: 914-654-2023

AKRF was retained by the City of New Rochelle to prepare a development program for the block bounded by LeCount Place, North Avenue, Anderson Street, and Huguenot Street in the city's downtown area. In addition, AKRF will prepare modifications to the city's design guidelines, the city's zoning code, and the Lawton Street Urban Renewal Area Plan as well as prepare State Environmental Quality Review Act (SEQRA) documentation for the project, review developer proposals, and provide public outreach and various other support services. With the recent resurgence of residential development in New Rochelle's downtown, this key block remains an essential link between commercial Main Street, the new Intermodal Transit Center, new residential developments, and the New Roc City entertainment/retail complex.

QUEENS WEST DEVELOPMENT PROJECT, QUEENS, NY

Reference:

Paul Januszewski
 President
 Queens West Development Corporation
 633 Third Avenue, 36th Floor
 New York, NY 10017
 Phone: 212-803-3600



Since 1990, AKRF has played a key role in advancing the Queens West Development Project in Long Island City, New York. Totalling some 9.3 million gross square feet, this ambitious project plans to transform an underused industrial waterfront property into one of New York City's largest, most vibrant mixed-use communities. Located on a 1.25-mile-long, 74-acre site just across the East River from the United Nations, the project is being developed by the Queens West Development Corporation,

a subsidiary of the Empire State Development Corporation (ESDC) under the collective sponsorship of the Port Authority of New York and New Jersey, the New York City Economic Development Corporation, and ESDC. AKRF has been an integral part of the project's public review process by coordinating public agencies' involvement, handling the project's complicated hazardous materials and waterfront permitting issues, and managing several other aspects of the joint public-private development effort.

AKRF's involvement in the project began more than 15 years ago, when the firm was hired to help with the fast-track completion of a comprehensive Environmental Impact Statement (EIS) in order to determine the site's suitability for conversion from a wholly industrial use to a mix of residential, commercial, and recreational uses. To complete the EIS, AKRF compiled a land use history of the site from the early 1800s to the present; conducted hazardous materials studies to characterize and remediate on-site contamination from the former Standard Oil refinery and other previous industries on the site; and prepared natural and historic resources investigations.

AKRF also completed the remediation of "Parcel 9" under New York State's Brownfield Cleanup Program (BCP) for AvalonBay Communities, Inc., one of the nation's leading Real Estate Investment Trusts. Portions of the Queens West site were previously occupied by the Blau Gas Company of America, which produced petroleum-based fuel used for Zeppelin airships. The analyses indicated that additional former site uses—including chemical, paint, and varnish factories—resulted in the presence of volatile and semi-volatile organic compounds in soil and/or groundwater on the site. The New York State Department of Environmental Conservation (NYSDEC) issued a Certificate of Completion for this remediation program in December 2006, with the overall investigation and remediation approvals being completed in less than two years. The Certificate provides liability protection, triggers the availability of tax credits, and allows development activities to proceed. Because odors were a major concern during the remediation stages, AKRF conducted its analyses under a football field-sized tent to maintain quality of life for the site's sensitive neighbors, which included a school, a daycare center, and residences. Contaminated materials were removed within the fully-enclosed structure, which provided treatment systems for both air and groundwater.

AKRF employed a vapor barrier and sub-slab ventilation system to address long term management of vapors following remediation of the site. The vapor barrier consisted of a Liquid Boot™ spray-applied membrane. The sub-slab ventilation system included the use of an underground piping network and four blower assemblies to actively ventilate below the building foundation. AvalonBay's \$200 million development project has been completed and is currently occupied. It features more than 1,000 apartments with unparalleled views of midtown Manhattan.

NEW JERSEY TRANSIT HUDSON BERGEN LIGHT RAIL "ROUTE 440 EXTENSION", JERSEY CITY, NJ

AKRF was recently awarded a contract to perform an FTA compliant Alternatives Analysis for an extension of the Hudson-Bergen Light Rail System in Jersey City, NJ. The extension is planned from the current West Side Avenue terminal to a location near approved redevelopment and existing residential areas along Route 440. AKRF is leading the alternatives analysis, including data collection and analysis to support the purpose and need for the project and alternatives to be considered. Our efforts will include comprehensive inventories of existing and proposed land uses, analysis of demographic and economic trends, transportation data collection and analysis, and collaboration with stakeholders to coordinate proposed alternatives within other ongoing area plans.

BAYONNE BAY RESIDENTIAL MARKET STUDY, BAYONNE, NJ

Reference:

John Nielson

Project Manager

The Beechwood Organization

500 North Broadway, Suite 240, P.O. Box 9

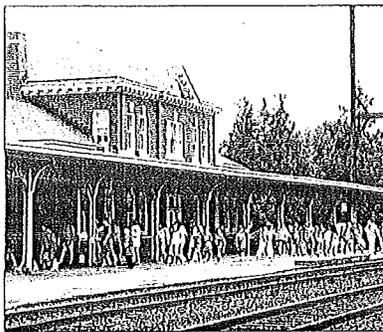
Jericho, NY 11753

Phone: 516-935-5555



Working for The Beechwood Organization and Standard Pacific, AKRF prepared a real estate market analysis for a proposed 1,700-unit age-restricted waterfront condominium/townhouse development in Bayonne, NJ. As part of the analysis, AKRF prepared 20-year population projections combined with Claritas Lifestage Group data and income data to estimate future market demand and absorption rates. The firm also identified comparable properties in the City of Bayonne and within Hudson County, Monmouth County, and Staten Island. Based on the market analysis, the AKRF team provided the development team with a recommended mix of condominium flats and attached townhouses. AKRF's analyses predicted that it would take five to eight years to absorb the proposed 1,700 units on the Bayonne Bay site. AKRF's documentation was submitted to the City of Bayonne as part of the developer's proposal package.

WEST TRENTON TRANSIT-ORIENTED DEVELOPMENT PLAN MARKET STUDY, EWING TOWNSHIP, NJ



Reference:

Matthew Lawson, PhD.

Principal Planner

Mercer County Planning Division

McDade Administration Building, 640 South Broad Street,

P.O. Box 8068

Trenton, NJ 08650

Phone: 609-989-6545

AKRF completed a market study and alternatives analysis as part of the West Trenton Transit Oriented Development (TOD) Plan. The overall plan provided redevelopment scenarios for two vacant, large-scale, former industrial sites in West Trenton, NJ. The redevelopment area extended a 1/2-mile radius from the existing West Trenton Station, which currently is used only by the Southeastern Pennsylvania Transportation Authority (SEPTA) regional rail system's R3 line, which runs from West Trenton to Central Philadelphia. Numerous agencies are collaborating to bring this plan to fruition, including the Delaware Valley Regional Planning Commission, New Jersey Department of Transportation, State of New Jersey Department of Community Affairs – Office of Smart Growth, Mercer County, Ewing Township, and The College of New Jersey.

The study analyzed how the current public transportation infrastructure could be redeveloped and repositioned to encourage and support future development through increased utilization of mass transit rather than automobiles. The presence of an existing transit line is an asset to the area, providing service to nearby residential neighborhoods, as well as to New Jersey Manufacturers Insurance Company (NJM), the largest employer in Mercer County. The station's value to the community potentially could be expanded by NJ Transit's proposal to restore commuter rail service between the West Trenton station and Newark.

The objective of the market study was to recommend alternative uses for several nearby large parcels, including the decommissioned Naval Air Warfare Center, the vacant General Motors site, and other vacant and under-utilized parcels, based on market demand and property assemblage opportunities. Existing assets such as the train station and the vacant development parcels, all within a 1/2-mile of the Trenton-Mercer County Airport and I-95, provided strong support for Transit Oriented Development. The study considered residential, office, retail, and light industrial development e.g. warehousing and distribution opportunities as well as multimodal transportation opportunities to tie the residential and business community into the nearby airport. Recommendations regarding the type and scale of future development were made in conjunction with McCormick Taylor, the prime consultant for this project.



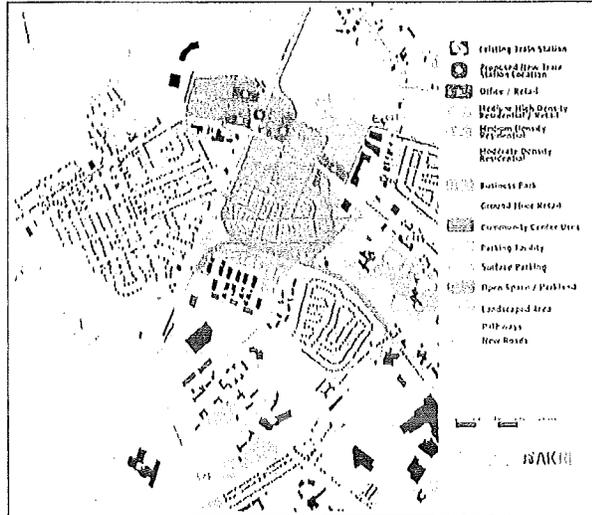
McCormick Taylor, Inc. Project Experience

Transit Oriented Development Neighborhood Planning Study

West Trenton Station, Ewing Township, NJ

Client(s): Delaware Valley Regional Planning Commission (DVRPC), Ewing Township, Mercer County Planning Division

McCormick Taylor recently led this significant project, assisted by AKRF and sponsored by regional, state, county and local agencies. Its intent was to explore the transit oriented development possibilities at a South Eastern Pennsylvania Transit Authority (SEPTA) rail station located in Ewing Township, NJ. The project began with McCormick Taylor's analysis of the physical characteristics of the area and the two large formerly industrial redevelopment sites. Concurrently, AKRF explored the economic potential and market opportunities of the area. Following these analyses, we investigated alternate concepts (one of which is shown to the right), which would marry the transit-oriented development opportunities present in the vicinity of rail station with realistic expectations about the type and intensity of new development the market can support. Key considerations included developing a

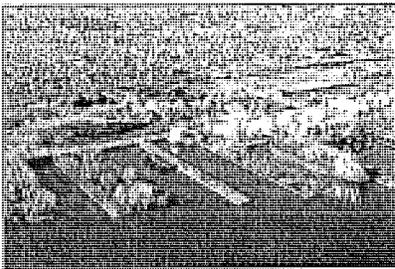


mix of new land uses including higher density residential and retail in the vicinity of the rail station, a variety of transportation options, the creation of a new marketable community, improving the existing rail station, an appropriate street hierarchy and circulation network, easy access to the rail station by foot and bike, and potentially moving the rail station to better support the redevelopment of two substantial brownfields sites. The public involvement portion of the study included regular advisory committee meetings and three public information meetings. The final product of this study was a Transit-Oriented Development Master Plan for the West Trenton rail station and a companion set of implementation strategies.

Strategic Land Use Plan for Port Richmond Yard

Philadelphia, PA

Client: Consolidated Rail Corporation (Conrail)



The Conrail Port Richmond site, located in the North Delaware River area of the City of Philadelphia, is approximately 135 acres of "fast land" and 77 acres of piers and adjacent water area. Although once a major railroad yard and transshipment center, today much of the site is vacant or used by various leaseholders engaged in building materials storage and other industrial activities. The site is owned by Consolidated Rail Corporation (Conrail), which considers the land to be potentially surplus property that is available for some type of redevelopment.

Conrail engaged McCormick Taylor, assisted by AKRF, to prepare a long-term strategic land use plan for their property. The McCormick Taylor team conducted a careful documentation of conditions on and around the site, including existing uses, adjacent uses, topography, natural features, access conditions, utilities, rail operations, status of piers, and views. A synthesis of constraints and opportunities for development set the stage for the subsequent development of alternative scenarios for redevelopment of the site.

The development feasibility analysis phase of the study examined market support for office, retail, residential, recreational, entertainment, and gaming development options. The most economically-viable of these options were then explored as conceptual land use and urban design scenarios. Scenarios ranged

from warehouse development combined with port-related activity to retail and mixed-use alternatives. Several warehouse alternatives and a mixed-use retail-residential scenario were deemed the most realistic for this setting.

McCormick Taylor prepared a final report and freestanding executive summary outlining the most promising alternative futures for the Conrail Port Richmond site.

Baltimore Avenue Corridor Revitalization Plan
Philadelphia and Delaware Counties, PA
Client: Delaware Valley Regional Planning Commission

McCormick Taylor, assisted by AKRF, was hired by the Delaware Valley Regional Planning Commission to complete the Baltimore Avenue Corridor Revitalization Plan. The primary purpose of this plan was to enhance "future livability and promote economic redevelopment along Baltimore Pike by preserving community character and improving accessibility." The Baltimore Avenue corridor is 4.75 miles long and runs from West Philadelphia into eastern Delaware County. The corridor varies greatly throughout the study area, ranging from a highly urban setting to a more "Main Street" inner-ring-suburban locale and to a post-war shopping center atmosphere. A once thriving corridor for commercial activity, Baltimore Avenue is now struggling to define its identity and restore its economic viability.



The planning process included a Study Area Committee consisting of representatives from the six municipalities in the study area. In addition, members of the communities took part in focus group and interview activities that informed the market strategy, transit coordination, traffic studies, land use planning and urban design components of the project. The Plan includes corridor-wide traffic, transit, and streetscape recommendations as well as focused site plans for six priority areas along the corridor. These concentrated, mixed-use priority areas are intended to serve the adjacent residential neighborhoods and act as a catalyst for future reinvestment along the length of the corridor. The Plan includes an implementation strategy that identifies roles and responsibilities, required sequences of public and private actions, administration and procedural actions, and early implementation activities.

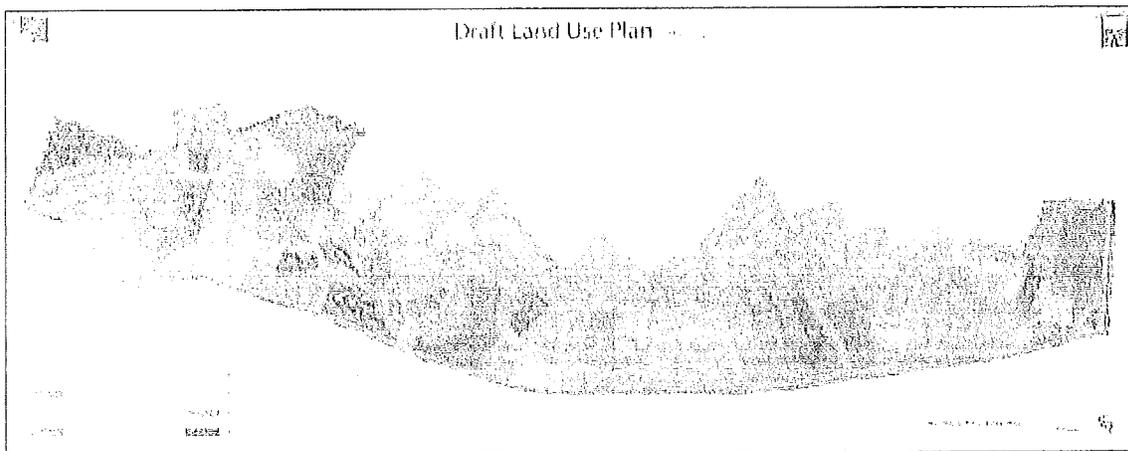
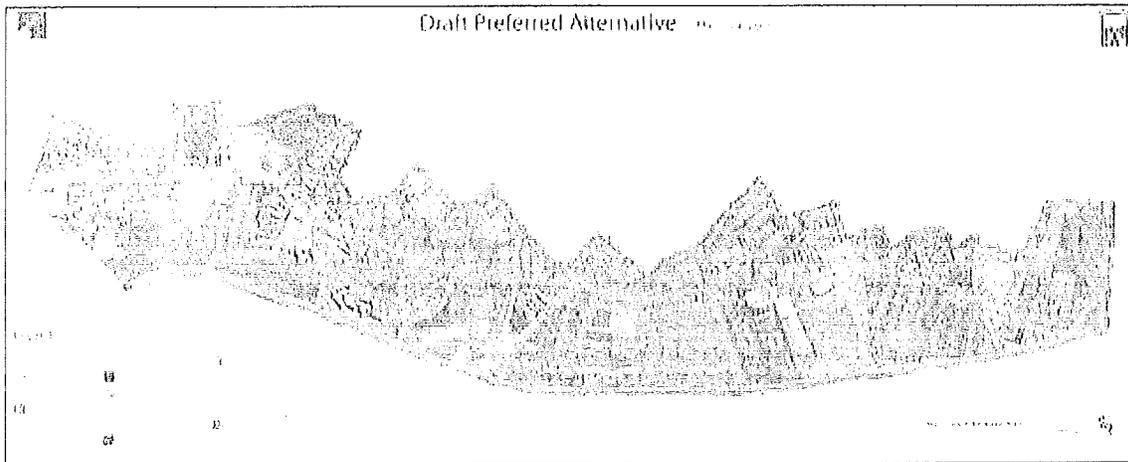
Marlboro Pike Corridor Revitalization Project
Prince George's County, MD
Client: Maryland-National Capital Park and Planning Commission

McCormick Taylor, assisted by AKRF, was contracted by the Prince George's County Planning Department of the Maryland-National Capital Park and Planning Commission (M-NCPPC) to lead a corridor planning project along four miles of Marlboro Pike. The planning project has developed policies and recommendations to guide future investments along the corridor. The Marlboro Pike Sector Plan also provides recommendations to Implement the 2002 Prince George's County General Plan.

The goals of the project were to:

- Build upon and strengthen the existing community;
- Attract additional economic investment;
- Identify locations for redevelopment;
- Propose land use and zoning changes to help revitalize the corridor;
- Establish design guidelines for property redevelopment and enhancements;
- Identify streetscape, safety, and accessibility improvements.

The study had an extensive public outreach and community involvement component. Business owners, property owners, and citizens were involved in planning for the revitalization of Marlboro Pike. Additionally, the planning team has been coordinated with the Prince George's Economic Development Corporation, Department of Environmental Resources, and Police Department, as well as the Washington Metropolitan Transit Authority (WMATA) and the Department of Public Works and Transportation. Through these outreach activities, a broad range of area stakeholders have participated in creating a common vision and a program to implement the study recommendations to redevelop Marlboro Pike.



TECHNICAL APPROACH

PROJECT UNDERSTANDING

The AKRF team will prepare a Preliminary Investigation Report (“PIR”) to assist the City of Hoboken (“City”) and in coordination with the Port Authority of New York and New Jersey (“Authority”) in determining whether the North End Redevelopment Study Area qualifies as an area in need of redevelopment. The Study Area is located at the northern end of Hoboken, and is largely separated from the rest of the City by the Fourteenth Street Viaduct. The Study Area, which is the area west of Park Avenue between Fourteenth Street and Seventeenth Street, is currently dominated by a transportation use as a large portion of the Study Area is used for bus storage by Academy Bus Company, a private bus operator. In addition, the study area includes a mix of uses including a municipal use (North Hudson Sewerage Authority Wastewater Treatment Plant), industrial uses (such as a coffee wholesaler), and retail (such as a home furnishings store).

The assignment will require diligent adherence to New Jersey’s Local Redevelopment and Housing Law (N.J.S.A. 40A:12A-1, et seq., “LRHL”). We have assembled a team with the right expertise for this assignment, with experience assessing building and area-wide conditions, with familiarity with Hoboken, and with legal counsel specific to New Jersey LRHL.

As discussed in more detail below, the PIR will document the physical conditions of the Study Area using detailed descriptions, extensive photographic documentation, and maps. We will follow a template that will allow a comprehensive and objective evaluation of conditions in the study area. We recently used this template in several studies, such as the Atlantic Yards Arena and Redevelopment Project Blight Study, the Manhattanville Neighborhood Conditions Study, and the Willets Point Neighborhood Conditions Study, which are described in “Team Experience.” McCormick Taylor is very familiar with the New Jersey LRHL and has performed redevelopment findings, blight certification studies, and building condition surveys in New Jersey, Pennsylvania, Ohio, and Ontario.

NEW JERSEY’S LOCAL REDEVELOPMENT AND HOUSING LAW

The PIR for the North End Redevelopment Study Area will be in conformance with New Jersey’s Local Redevelopment and Housing Law. As set forth in Section 5 of the LRHL, a delineated area may be determined to be in need of redevelopment if any of the following conditions is found in the area:

- A. **The generality of buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.**

In the Manhattanville Neighborhood Conditions Study AKRF identified a widespread lack of proper building maintenance and attention to employee safety or public health and safety. We found that the majority of the lots in the study area had a poor or critical rating due to structural concerns (i.e. rotting or collapsing beams, severely cracked walls, or poor roof maintenance), inaccessible or blocked fire exits, and spray painting automobiles without ventilation systems. Also, we identified unsanitary and unhealthy conditions (i.e. rampant mold growth and vermin infestation) that pose a threat to occupants and customers.

- B. **The discontinuance of the use of buildings previously used for commercial, manufacturing, or industrial purposes; the abandonment of such buildings; or the same being allowed to fall into so great a state of disrepair as to be untenable.**

In the Atlantic Yards Arena and Redevelopment Project Blight Study, AKRF found that eleven of the 73 lots in the study area contained buildings so physically deteriorated that they were found to be structurally unsound and a threat to public safety. For instance, the report stated that six attached four-story warehouse buildings had been demolished because of their dangerously deteriorated condition largely the result of water infiltration.

- C. Land that is owned by the municipality, the county, a local housing authority, redevelopment agency or redevelopment entity, or unimproved vacant land that has remained so for a period of ten years prior to adoption of the resolution, and that by reason of its location, remoteness, lack of means of access to developed sections or portions of the municipality, or topography, or nature of the soil, is not likely to be developed through the instrumentality of private capital.

A large portion of the lots in the Willets Point study area are publicly owned. In the Willets Point Neighborhood Conditions Study, AKRF determined that the area's historic use as a dumping site for ash and its current automotive repair businesses, junkyard operations, and waste transfer uses have had dire consequences for the area. Nearly every lot in the area has the potential for contamination, which has led to unsafe and unhealthy conditions throughout the area and continued disinvestment, and has acted as a deterrent to redevelopment. Our findings also indicate that topography has been a barrier to redevelopment since much of the land area is below the FEMA 100-year floodplain level of 14 feet Above Mean Sea Level, and up to six feet of fill is required to grade and raise the area out of the floodplain.

- D. Areas with buildings or improvements which, by reason of dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light and sanitary facilities, excessive land coverage, deleterious land use or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community.

In the Willets Point Neighborhood Conditions Study, AKRF identified 192 open building code violations, as of January 2008. The violations indicated that numerous structures on the project site were built or altered illegally, not adequately maintained, or were occupied by businesses not permitted to be operating on the site. Of these building code violations, thirty were deemed to be hazardous violations, which are typically found to have "variations from plans that significantly diminish structural stability, fire rating, fire suppression, or means of egress, and general construction safety and unsafe site conditions that cannot be immediately corrected."¹ In addition, AKRF found sanitation to be a concern in the area as significant amounts of garbage and debris was observed in front of several buildings. Further, many lots are used as junkyards, and junkyard materials such as junked cars, tires, and auto parts commonly spillover onto sidewalk areas.

- E. Areas, in excess of five contiguous acres, whereon buildings or improvements have been destroyed, consumed by fire, demolished or altered by the action of storm, fire, cyclone, tornado, earthquake or other casualty in such a way that the aggregate assessed value of the area has been materially depreciated.

¹ New York City Department of Buildings.

This criteria is unlikely to be an component of this assignment. While we have not come across these unique criteria (areas in excess of five contiguous acres that have been affected by cyclones, tornados, or earthquakes), we have evaluated buildings that were affected by fires and water damage. For instance, in the Manhattanville Neighborhood Conditions Study, a property contained two buildings that had widespread, long-term water infiltration that caused deterioration to several of both buildings' structural components. Besides structural concerns caused by water damage, the report indicates that fungus infestation and mold on the walls of the building are health concerns in the building. In addition, our report indicated that there was a fire in one of the buildings on this lot. The fire damaged a branch line of the building's sprinkler system that likely exacerbated water damage in many areas of the building.

- f. In any municipality in which an enterprise zone has been designated pursuant to the "New Jersey Urban Enterprise Zones Act," P.L. 1983, c.303 (C.52:27H-60 et seq.) the execution of the actions prescribed in that act for the adoption by the municipality and approval by the New Jersey Urban Enterprise Zone Authority of the zone development plan for the area of the enterprise zone shall be considered sufficient for the determination that the area is in need of redevelopment pursuant to sections 5 and 6 of P.L. 1992, c.79 (C.40A:12A-5 and 40A:12A-6) for the purpose of granting tax exemptions within the enterprise zone district pursuant to the provisions of P.L. 1991, c.431 (C.40A:20-1 et seq.) or the adoption of a tax abatement and exemption ordinance pursuant to the provisions of P.L. 1991, c.441 (C.40A:21-1 et seq.). The municipality shall not utilize any other redevelopment powers within the urban enterprise zone unless the municipal governing body and planning board have also taken the actions and fulfilled the requirements prescribed in P.L. 1992, c.79 (C.40A:12A-1 et al.) for determining that the area is in need of redevelopment or an area in need of rehabilitation and the municipal governing body has adopted a redevelopment plan ordinance including the area of the enterprise zone.

The Study Area is not designated as an urban enterprise zone. Therefore, this criteria would not apply for the Study Area.

PROPOSED SCOPE OF WORK

Specifically, the following tasks will be completed:

Task A: Kick-Off Meeting

To initiate the project, the AKRF team will meet with the Authority and City staff to review the requirements of the project and to discuss the overall schedule for review of the PIR.

Task B: Document and Data Collection

Under Task B, the AKRF team will perform a comprehensive review of publicly accessible data that will be the basis for the PIR. As discussed below, data will be collected to gain an understanding of the study area as a whole and for each lot in the study area.

To gain an overall understanding of the study area, the AKRF team will review the City of Hoboken Master Plan and zoning designations in the study area. We will speak with the Hoboken Department of Community Development about redevelopment proposals in the Study Area. In addition, we will contact the City of Hoboken Police Department and the Hoboken Fire Department to find out about crime and fires in the area.

We will also collect data for each property in the study area. We understand from the RFP amendment that we are not responsible for the performance of a title search for each property in the Study area. However, we will collect data on ownership, zoning, and use based on publicly accessible data, site visits, and information provided by the Authority and the City of Hoboken. In addition, we will collect City records on building permits, certificates of occupancy, tax records, and building code violations. Based on site visits and discussions with the Authority and the City, we will identify vacant lots and/or vacant buildings. We will also perform an analysis on utilization, which will compare the actual square feet of built space to built square feet allowable under applicable zoning. We will collect New Jersey Department of Environmental Protection data to determine if there are any environmental concerns in the study area. Finally, we will identify any properties in the study area listed on the State and National Registers of Historic Places.

3.4.1 Field Verification and Draft Investigation Report

The AKRF team, led by McCormick Taylor, will undertake a site visit and field investigation of the study area to identify existing conditions and uses, evaluating properties, buildings, streets, alleys, and rights-of-way, and other features in order to determine whether the area is in need of redevelopment. Our scheduling and cost estimating assumption is that the field investigations will take two to three days. The team will apply the criteria from subsections a. and d. of Section 5 of the LRHL in making this determination.

The team will use a combination of a portable GPS unit, checklists, and photography in the field to record conditions of all blocks, properties, and buildings in the study area. Initial checklist activity and the location of photographs taken will be entered into the GPS unit in the field and subsequent compiling and analysis of data collected in the field will be coordinated with GIS mapping. The team will complete a Draft Field Investigation Report.

For properties without buildings, the team will document the functional attributes of the tracts, with vacant or underutilized properties noted. For properties without buildings and for other features of the area, physical conditions will be a significant factor in determining the need for redevelopment, with dilapidated or deteriorated conditions supporting a need for development.

For the documentation of building conditions, an evaluation of buildings will be made based on a visual assessment made from the exterior as well as an interior examination where such access is possible. If needed, the City of Hoboken will provide assistance in gaining access to the properties. Building condition will be the basis for a rating, with such ratings ranging from Good-to-Fair, to Fair-to-Poor, and Poor. These ratings are described as follows:

- Good-to-Fair: Building is structurally sound and receives periodic tending.
- Fair-to-Poor: Building has deteriorating walls, foundations, roofs, cornices, or windows.
- Poor: Building has absent window sash and collapsing or missing roofs and floors.

The rating system indicated above shall be used as part of the determination of whether buildings are substandard, unsafe, unsanitary, dilapidated, or obsolescent, or possess any of such characteristics, or are so lacking in light, air, or space, as to be conducive to unwholesome living or working conditions.

We understand that the Request for Proposals specifies 30 calendar days for the Draft Field Verification and Draft Investigation Report. While our schedule meets this target, we have anticipated adding 15 additional days to in order to allow time to coordinate with the City and with the Authority. This does not alter the 4-6 month schedule.



For buildings of special historic, architectural, or visual value, we will additionally rely on a combination of previous studies and surveys that may exist as part of local master plans or surveys by historical commissions or societies or other types of building studies.

Task D: Preliminary Investigation Report

AKRF, Inc. will lead the preparation of the Preliminary Investigation Report based on the data collected in Tasks B and C. As discussed above, this PIR will be in conformance with New Jersey's Local Redevelopment and Housing Law. Therefore, we will first provide an overview of LRHL and present the criteria to determine if an area is in need of redevelopment.

The PIR will provide a description of the Study Area and will identify all of the lots within the Study Area. We will describe in text and illustrative maps the existing land uses and existing zoning designations in the study area. Following the discussion of existing uses and zoning will be an overview of the Study Area's history that will trace the economic and development patterns in the study area. This section will discuss the City of Hoboken Master Plan and any other recent public planning initiatives and private sector redevelopment efforts in the area.

An overview of existing physical conditions in the study area will then be provided in the PIR. This section will summarize data collected during the field investigations from Task C. In addition, this section will provide discussions on vacancy, site utilization, property ownership, environmental conditions, and crime. This discussion of physical conditions will include extensive photographic documentation and maps.

Finally, this section will describe how the study area meets the statutory criteria.

Task E: Provide Testimony

The AKRF team will prepare for testimony in coordination with the City and the Authority. The principal planners will work with City staff and counsel as well as the team's in-house counsel to conform testimony to the requirements of the LRHL. It is assumed that the PIR will provide the core written record and that the oral testimony will be supplemented by a PowerPoint presentation to summarize the findings from the approved Preliminary Investigation Report. This presentation will include photographs and maps to illustrate findings from the PIR. We will deliver the approved presentation to the Hoboken Planning Board.² Our working and costing assumption is that the AKRF team will appear before two Planning Board meetings.

Task F: Meet with City Council

The AKRF team will meet with City Council to present the recommendations of the Planning Board. We have the skills and experience for this task as the team has appeared before the New York City Planning Commission for some of the largest redevelopment projects in the Northeast. Our working and costing assumption is that the AKRF team will appear before one City Council meeting.

2. We would like to note that complex projects often face legal challenges. The AKRF team has provided expert testimony and affidavits for many of our high profile projects in the region. We typically have strong working relationships with project counsel throughout the process.



SCHEDULE FOR THE URBAN PLANNING SERVICES FOR THE HOBOKEN REDEVELOPMENT STUDY

Task	12/10/07	12/17/07	12/24/07	1/7/08	1/14/08	1/21/08	1/28/08	2/4/08	2/11/08	2/18/08	2/25/08	3/4/08	3/11/08	3/18/08	3/25/08	4/1/08	4/8/08	4/15/08	4/22/08	4/29/08	5/6/08	5/13/08	5/20/08	5/27/08	6/3/08	6/10/08	6/17/08	6/24/08	7/1/08	7/8/08	7/15/08	7/22/08	7/29/08	8/5/08	8/12/08	8/19/08	8/26/08	9/2/08	9/9/08	9/16/08	9/23/08	9/30/08	10/7/08	10/14/08	10/21/08	10/28/08	11/4/08	11/11/08	11/18/08	11/25/08	12/2/08	12/9/08	12/16/08	12/23/08	12/30/08	1/6/09	1/13/09	1/20/09	1/27/09	2/3/09	2/10/09	2/17/09	2/24/09	3/2/09	3/9/09	3/16/09	3/23/09	3/30/09	4/6/09	4/13/09	4/20/09	4/27/09	5/4/09	5/11/09	5/18/09	5/25/09	6/1/09	6/8/09	6/15/09	6/22/09	6/29/09	7/6/09	7/13/09	7/20/09	7/27/09	8/3/09	8/10/09	8/17/09	8/24/09	8/31/09	9/7/09	9/14/09	9/21/09	9/28/09	10/5/09	10/12/09	10/19/09	10/26/09	11/2/09	11/9/09	11/16/09	11/23/09	11/30/09	12/7/09	12/14/09	12/21/09	12/28/09	1/4/10	1/11/10	1/18/10	1/25/10	2/1/10	2/8/10	2/15/10	2/22/10	2/29/10	3/6/10	3/13/10	3/20/10	3/27/10	4/3/10	4/10/10	4/17/10	4/24/10	5/1/10	5/8/10	5/15/10	5/22/10	5/29/10	6/5/10	6/12/10	6/19/10	6/26/10	7/3/10	7/10/10	7/17/10	7/24/10	7/31/10	8/7/10	8/14/10	8/21/10	8/28/10	9/4/10	9/11/10	9/18/10	9/25/10	10/2/10	10/9/10	10/16/10	10/23/10	10/30/10	11/6/10	11/13/10	11/20/10	11/27/10	12/4/10	12/11/10	12/18/10	12/25/10	1/1/11	1/8/11	1/15/11	1/22/11	1/29/11	2/5/11	2/12/11	2/19/11	2/26/11	3/5/11	3/12/11	3/19/11	3/26/11	4/2/11	4/9/11	4/16/11	4/23/11	4/30/11	5/7/11	5/14/11	5/21/11	5/28/11	6/4/11	6/11/11	6/18/11	6/25/11	7/2/11	7/9/11	7/16/11	7/23/11	7/30/11	8/6/11	8/13/11	8/20/11	8/27/11	9/3/11	9/10/11	9/17/11	9/24/11	10/1/11	10/8/11	10/15/11	10/22/11	10/29/11	11/5/11	11/12/11	11/19/11	11/26/11	12/3/11	12/10/11	12/17/11	12/24/11	1/7/12	1/14/12	1/21/12	1/28/12	2/4/12	2/11/12	2/18/12	2/25/12	3/4/12	3/11/12	3/18/12	3/25/12	4/1/12	4/8/12	4/15/12	4/22/12	4/29/12	5/6/12	5/13/12	5/20/12	5/27/12	6/3/12	6/10/12	6/17/12	6/24/12	7/1/12	7/8/12	7/15/12	7/22/12	7/29/12	8/5/12	8/12/12	8/19/12	8/26/12	9/2/12	9/9/12	9/16/12	9/23/12	9/30/12	10/7/12	10/14/12	10/21/12	10/28/12	11/4/12	11/11/12	11/18/12	11/25/12	12/2/12	12/9/12	12/16/12	12/23/12	12/30/12	1/6/13	1/13/13	1/20/13	1/27/13	2/3/13	2/10/13	2/17/13	2/24/13	3/2/13	3/9/13	3/16/13	3/23/13	3/30/13	4/6/13	4/13/13	4/20/13	4/27/13	5/4/13	5/11/13	5/18/13	5/25/13	6/1/13	6/8/13	6/15/13	6/22/13	6/29/13	7/6/13	7/13/13	7/20/13	7/27/13	8/3/13	8/10/13	8/17/13	8/24/13	8/31/13	9/7/13	9/14/13	9/21/13	9/28/13	10/5/13	10/12/13	10/19/13	10/26/13	11/2/13	11/9/13	11/16/13	11/23/13	11/30/13	12/7/13	12/14/13	12/21/13	12/28/13	1/4/14	1/11/14	1/18/14	1/25/14	2/1/14	2/8/14	2/15/14	2/22/14	2/29/14	3/6/14	3/13/14	3/20/14	3/27/14	4/3/14	4/10/14	4/17/14	4/24/14	5/1/14	5/8/14	5/15/14	5/22/14	5/29/14	6/5/14	6/12/14	6/19/14	6/26/14	7/3/14	7/10/14	7/17/14	7/24/14	7/31/14	8/7/14	8/14/14	8/21/14	8/28/14	9/4/14	9/11/14	9/18/14	9/25/14	10/2/14	10/9/14	10/16/14	10/23/14	10/30/14	11/6/14	11/13/14	11/20/14	11/27/14	12/4/14	12/11/14	12/18/14	12/25/14	1/1/15	1/8/15	1/15/15	1/22/15	1/29/15	2/5/15	2/12/15	2/19/15	2/26/15	3/5/15	3/12/15	3/19/15	3/26/15	4/2/15	4/9/15	4/16/15	4/23/15	4/30/15	5/6/15	5/13/15	5/20/15	5/27/15	6/3/15	6/10/15	6/17/15	6/24/15	7/1/15	7/8/15	7/15/15	7/22/15	7/29/15	8/5/15	8/12/15	8/19/15	8/26/15	9/2/15	9/9/15	9/16/15	9/23/15	9/30/15	10/7/15	10/14/15	10/21/15	10/28/15	11/4/15	11/11/15	11/18/15	11/25/15	12/2/15	12/9/15	12/16/15	12/23/15	12/30/15	1/6/16	1/13/16	1/20/16	1/27/16	2/3/16	2/10/16	2/17/16	2/24/16	3/2/16	3/9/16	3/16/16	3/23/16	3/30/16	4/6/16	4/13/16	4/20/16	4/27/16	5/4/16	5/11/16	5/18/16	5/25/16	6/1/16	6/8/16	6/15/16	6/22/16	6/29/16	7/6/16	7/13/16	7/20/16	7/27/16	8/3/16	8/10/16	8/17/16	8/24/16	8/31/16	9/7/16	9/14/16	9/21/16	9/28/16	10/5/16	10/12/16	10/19/16	10/26/16	11/2/16	11/9/16	11/16/16	11/23/16	11/30/16	12/7/16	12/14/16	12/21/16	12/28/16	1/4/17	1/11/17	1/18/17	1/25/17	2/1/17	2/8/17	2/15/17	2/22/17	2/29/17	3/6/17	3/13/17	3/20/17	3/27/17	4/3/17	4/10/17	4/17/17	4/24/17	5/1/17	5/8/17	5/15/17	5/22/17	5/29/17	6/5/17	6/12/17	6/19/17	6/26/17	7/3/17	7/10/17	7/17/17	7/24/17	7/31/17	8/7/17	8/14/17	8/21/17	8/28/17	9/4/17	9/11/17	9/18/17	9/25/17	10/2/17	10/9/17	10/16/17	10/23/17	10/30/17	11/6/17	11/13/17	11/20/17	11/27/17	12/4/17	12/11/17	12/18/17	12/25/17	1/1/18	1/8/18	1/15/18	1/22/18	1/29/18	2/5/18	2/12/18	2/19/18	2/26/18	3/5/18	3/12/18	3/19/18	3/26/18	4/2/18	4/9/18	4/16/18	4/23/18	4/30/18	5/6/18	5/13/18	5/20/18	5/27/18	6/3/18	6/10/18	6/17/18	6/24/18	7/1/18	7/8/18	7/15/18	7/22/18	7/29/18	8/5/18	8/12/18	8/19/18	8/26/18	9/2/18	9/9/18	9/16/18	9/23/18	9/30/18	10/7/18	10/14/18	10/21/18	10/28/18	11/4/18	11/11/18	11/18/18	11/25/18	12/2/18	12/9/18	12/16/18	12/23/18	12/30/18	1/6/19	1/13/19	1/20/19	1/27/19	2/3/19	2/10/19	2/17/19	2/24/19	3/2/19	3/9/19	3/16/19	3/23/19	3/30/19	4/6/19	4/13/19	4/20/19	4/27/19	5/4/19	5/11/19	5/18/19	5/25/19	6/1/19	6/8/19	6/15/19	6/22/19	6/29/19	7/6/19	7/13/19	7/20/19	7/27/19	8/3/19	8/10/19	8/17/19	8/24/19	8/31/19	9/7/19	9/14/19	9/21/19	9/28/19	10/5/19	10/12/19	10/19/19	10/26/19	11/2/19	11/9/19	11/16/19	11/23/19	11/30/19	12/7/19	12/14/19	12/21/19	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MANAGEMENT APPROACH

MANAGEMENT STRUCTURE

The project team consists of AKRF, Inc. and McCormick Taylor, Inc., as the core members of the Team, along with one additional subcontractor, Giordano, Halleran & Ciesla, P.C. Other firms from the On-Call Environmental contract will be available should that be appropriate. Together, we have the full range expertise and experience to provide the planning support services identified by the Port Authority.

The team will be led by Graham Trelstad, AICP, PP, a Senior Vice President at AKRF, as Principal-in-Charge. As demonstrated in his resume, He leads the White Plains office and his extensive community planning experience includes preparation of comprehensive plans, zoning studies and code amendments, special area plans, and site plan and subdivision application reviews. He has completed several major local and regional planning studies that combine land use planning, economic development, and water quality protection or integrate land use planning with transportation and traffic management.

Peter Liebowitz, AICP will serve as the On-Call Principal along with John Neill. Mr. Liebowitz has managed numerous planning and economic development projects for the firm, having more than 25 years experience working in the New York Metropolitan Region. He has led projects with difficult schedules and timeline mandates, projects requiring extensive inter-agency coordination, and commonly presents projects to community officials or leads public participation efforts as part of the planning process. Mr. Neill is the Director of AKRF, Inc.'s Economics Division, an expert in public outreach, and has facilitated numerous public discussions for development projects, policy making and design development. He has worked extensively with community boards and other stakeholder groups, and recognizes the importance of understanding the unique characteristics, challenges, and opportunities presented by a neighborhood. From McCormick Taylor, Inc., Joseph Bucuvetsky, AICP, will take the lead in conducting the field investigation of the physical condition assessment.

AKRF, Inc. and its subconsultants are able to adhere to the project schedule set forth in the RFP.



**Proposal to Complete the
North End Redevelopment Study
City of Hoboken, New Jersey**



Submitted to the Port Authority of New York and New Jersey
Phillips Preiss Grygle LLC / Planning & Real Estate Consultants / January 2011



PHILLIPS PREISS GRYGIEL LLC
Planning & Real Estate Consultants
33-41 Newark Street
Third Floor, Suite D
Hoboken, NJ 07030
201.420.6262
Fax 420.6222

January 18, 2011

Ms. Gretchen Minneman, AICP
Real Estate Services Department
Port Authority of New York and New Jersey
225 Park Avenue South, 19th Floor
New York, NY 10003

Subject: Request for Proposals:
Performance of Expert Professional Urban Planning
Services for Hoboken North End Redevelopment Study

Dear Ms. Minneman:

On behalf of Phillips Preiss Grygiel LLC (PPG), I am pleased to submit the enclosed proposal to prepare an area in need of redevelopment study pursuant to the New Jersey Local Redevelopment and Housing Law (LRHL) for the North End area in Hoboken, New Jersey.

We have a thorough understanding of the current case law and other factors guiding the application of the statutory criteria of the LRHL. Our firm has prepared roughly 20 area in need of redevelopment studies since the New Jersey Supreme Court's decision in Gallenthin. Not one of these redevelopment areas has been successfully challenged in the courts. In addition, we are very familiar with the North End area from our prior redevelopment and master planning work on behalf of the City of Hoboken. We hope that you will agree that our firm's combination of redevelopment expertise and relevant experience is the right fit for this project.

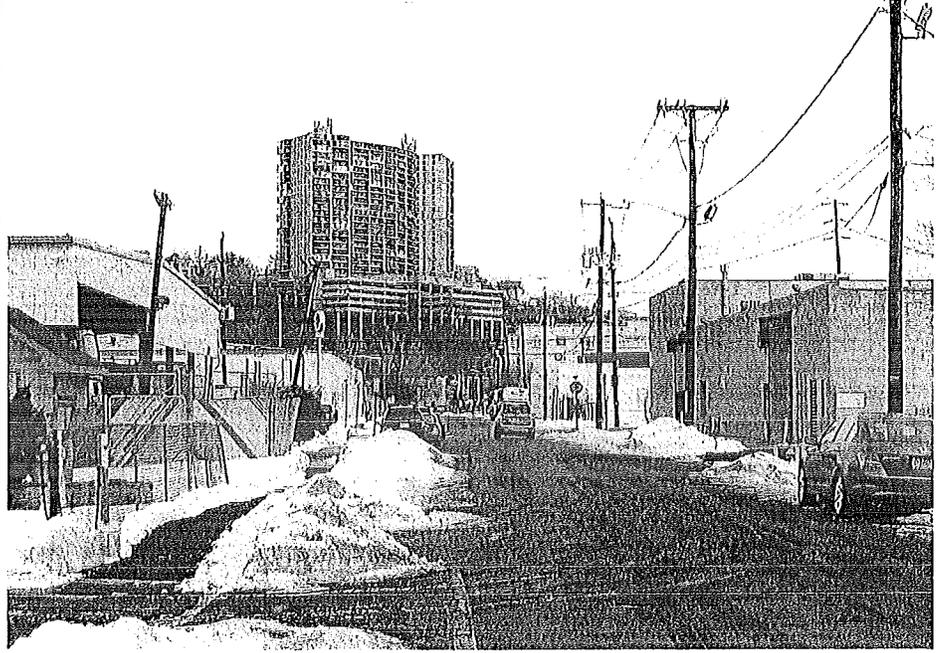
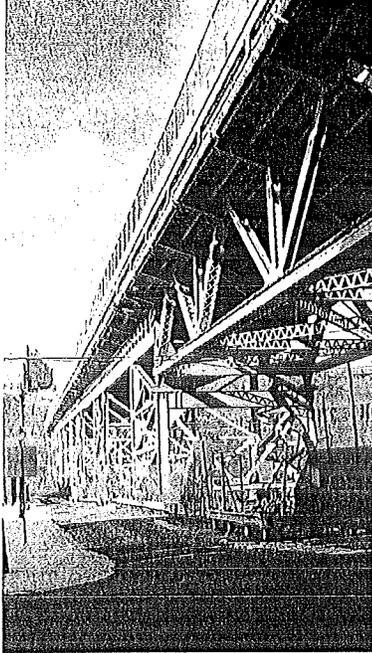
Please contact me at (201) 420-6262 or by email at pPhillips@ppgplanners.com if you have any questions about our proposal. We look forward to discussing this opportunity with you.

Yours sincerely,

Paul Phillips, AICP, PP
President

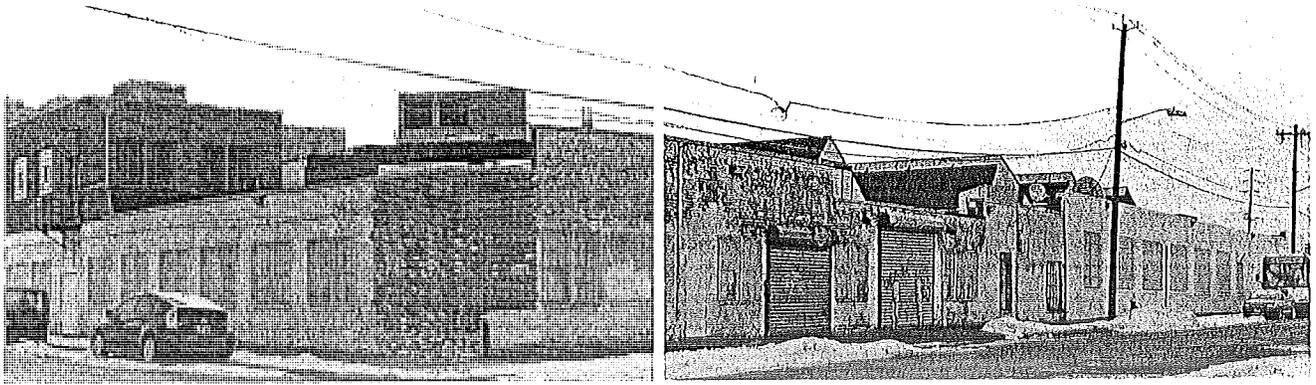


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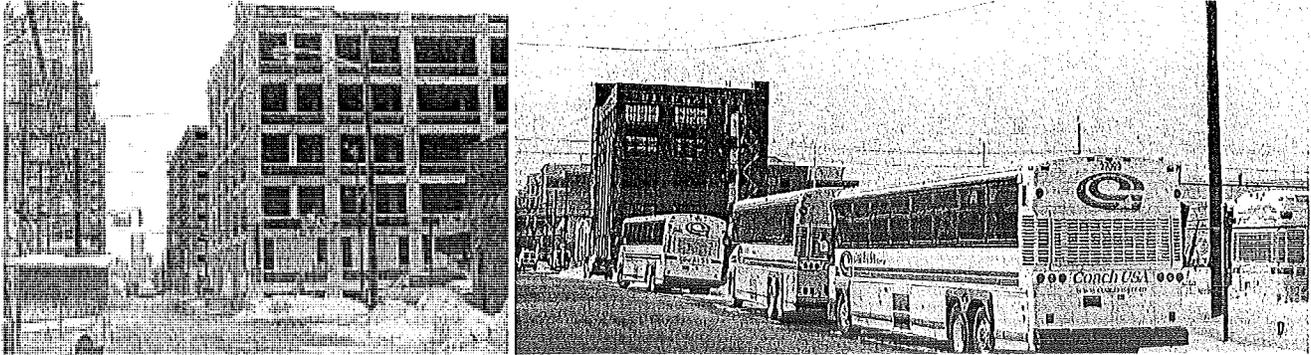
II. Relevant Experience

PPG's knowledge of current case law, application of statutory criteria and attention to detail have made it one of the state's premier firms for the preparation of defensible area in need of redevelopment studies. The firm is presently engaged in preparing and updating redevelopment area reports for several New Jersey municipalities, and has prepared redevelopment studies on behalf of Bloomfield, Fort Lee, Maplewood, Millburn, Montclair, Morristown, Netcong, Newark, Plainsboro, Toms River, Trenton and Woodbridge, among others, in recent years. PPG, led by Paul Phillips, has prepared three area in need of redevelopment studies for the City of Hoboken. Each of these studies was subject to some level of challenge during Planning Board and City Council hearings and, in one case, a legal challenge in the courts. All of these redevelopment areas were successfully adopted by the City of Hoboken and upheld by the courts. The firm has been involved in a number of high-profile and contentious redevelopment





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ment investigations in other municipalities, including in Bloomfield, Newark and Trenton. Despite the firm's prior work in Hoboken, it should be noted that PPG does not have any contracts with the City of Hoboken, nor is it working with any private property owners in the city. As a result, the firm would not have any conflicts in this assignment.

The firm has also been the recipient of a number of awards for its New Jersey redevelopment planning work, including the 2007 New Jersey Chapter of the American Planning Association award for Smart Growth for the visioning and redevelopment plan for a transit-oriented-development project in Somerville. The firm's rehabilitation and implementation plan for Epstein's Department Store in Morristown won the 2007 New Jersey Future Smart Growth Award Creative Downtown Redevelopment Strategy, the 2006 New Jersey Chapter of the American Planning Association Outstanding Smart Growth Plan, the 2006 Downtown New Jersey Excellence in New Construction Award and the 2006 New Jersey Planning Officials Award for Innovative Design.

The attached project sheets provide a brief description and reference for several recent projects.

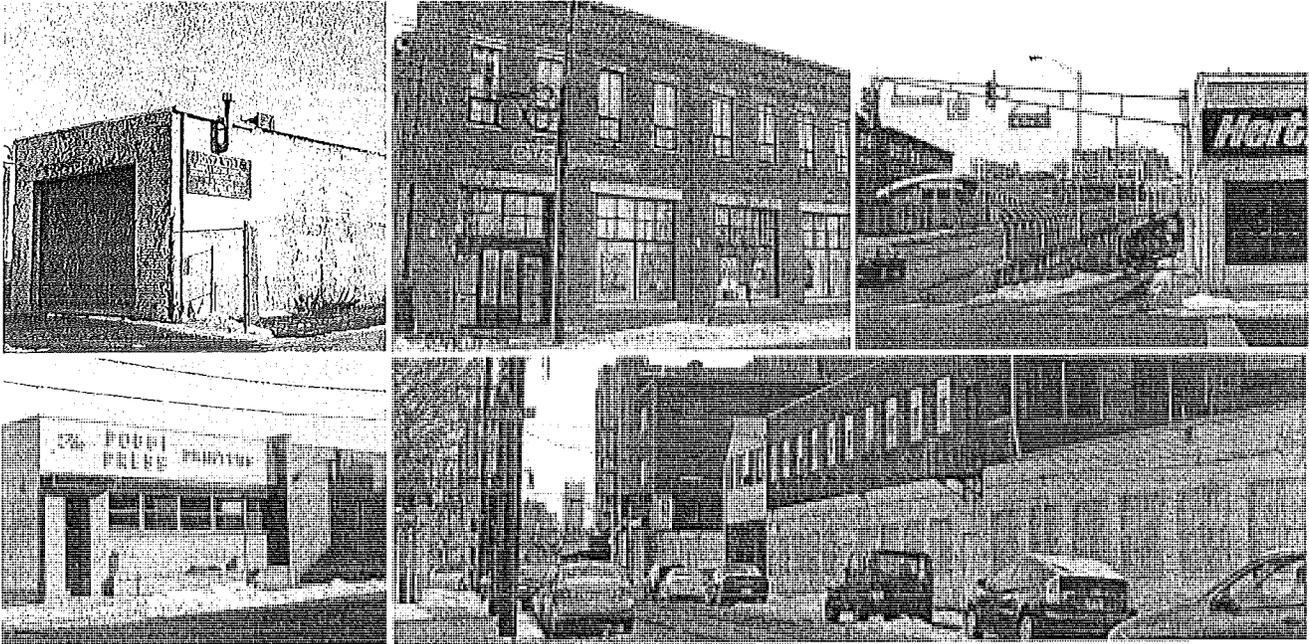
III. Scope of Work

In Hoboken, PPG will prepare the studies required to determine if the North End Study Area of the City of Hoboken is "an area in need of redevelopment" under the requirements of the Local Redevelopment and Housing Law (LRHL). PPG has a working knowledge of the Study Area, gained through our work on the City of Hoboken's Master Plan (2004). It should be noted that our prior experience working in Hoboken and our convenient office location will ensure that virtually no budget will be spent "getting up to speed" or traveling to and from the area.





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In terms of project management, PPG considers timely completion of all assignments as important as the work product itself. We estimate we will complete the entire project within 4 to 6 months. As for its "Management Approach," the firm would propose regular biweekly calls with the client to review project status.

A. Kick-off Meeting

PPG staff will meet with the Port Authority and the City to review the scope of work and clarify any outstanding issues prior to beginning the study.

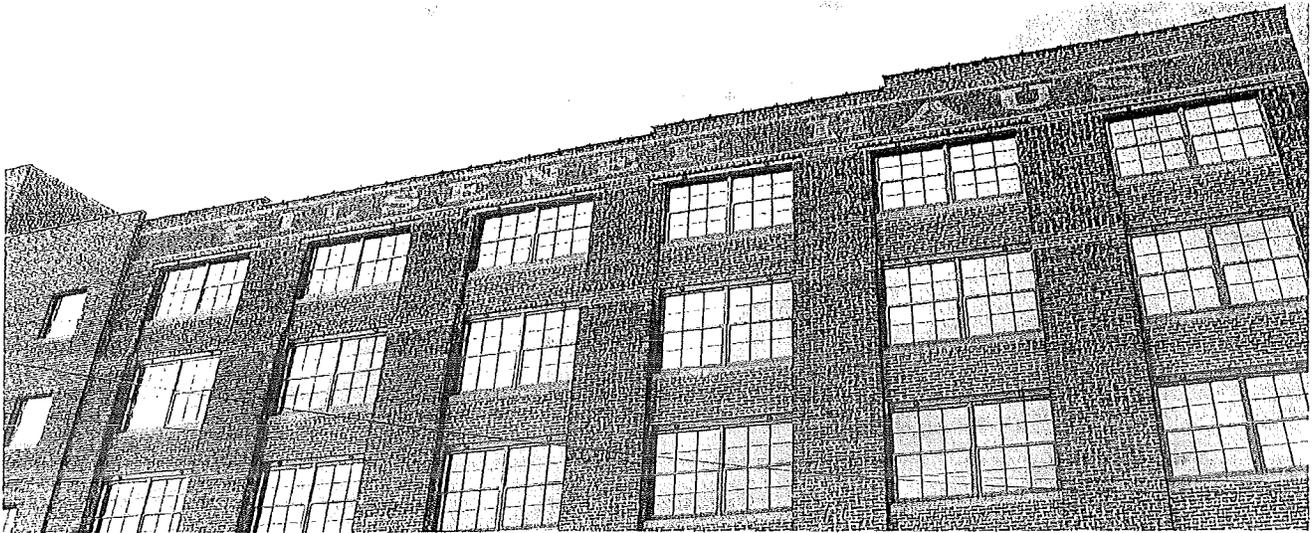
B. Document/Data Review (Month 1)

PPG will prepare a list of all data and documents that will be needed to complete the report. This will include code enforcement records, building inspection reports and permits, NJ Department of Environmental Protection environmental data, aerial photos and maps including available state and county GIS data; health inspections, historic resource information, police and fire reports, property tax records, title data, traffic accident records, municipal zoning ordinances and municipal master plan documents. PPG will review all of the aforementioned information and begin to document the physical and economic conditions existing in the study area. The firm will also review title searches for each of the properties in the study area.





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C. Field Verification and Draft Investigation Report (Months 1 to 2)

PPG will conduct a property-by-property evaluation of the Study Area to determine if each lot meets the requirements of one or more of the eight statutory "criteria" contained in the LRHL. PPG will undertake initial field surveys of the entire Study Area prior to completing detailed property by property inspections. PPG staff will then conduct detailed exterior and interior inspections (the latter recommended, if not required by recent case law) of subject properties and areas and photograph each. All of the above information will be aggregated for every parcel such that the statutory criteria set forth in the LRHL can be applied on a property by property basis. This analysis will be compiled in a Draft Field Investigation Report and submitted to the client. Comments to the report will be incorporated as required.

D. Preliminary Investigation Report (Month 3)

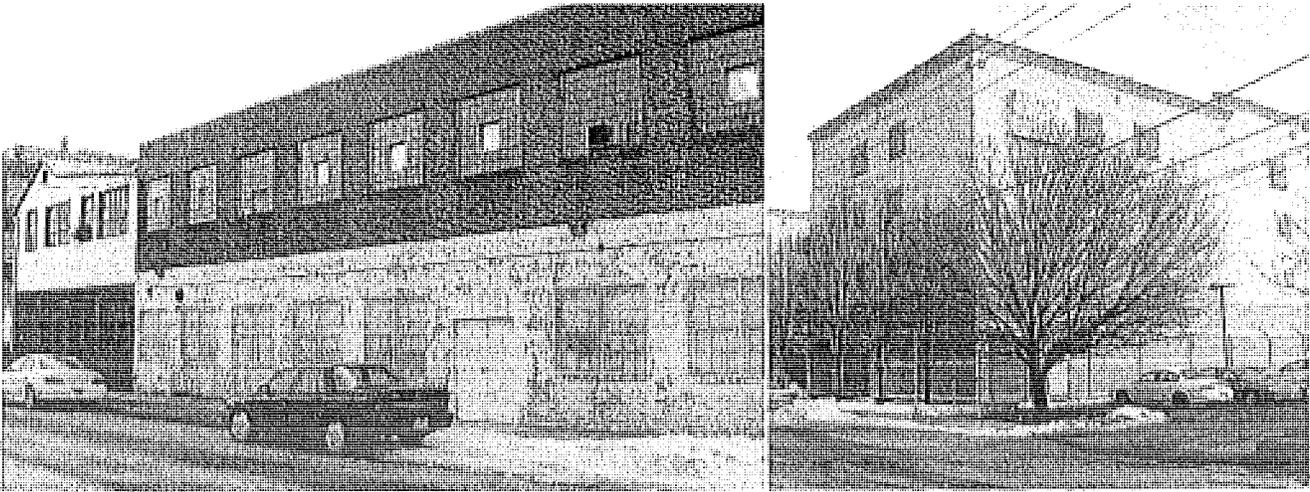
PPG will evaluate the entire Study Area based on the findings contained in the Draft Field Investigation Report to determine if all, or a portion, of the area meets the statutory criteria of the LRHL. The report will include three levels of analysis: property-by-property, block-by-block and the study area as a whole.

It should be stressed that New Jersey courts have repeatedly reviewed the LRHL in recent years. As such, there is an extensive case law record that has further defined, and in some cases significantly limited, the application of the LRHL's statutory criteria. PPG staff is fully conversant and up-to-date with this case law and its implications for qualifying a property as "in need of redevelopment." In particular,





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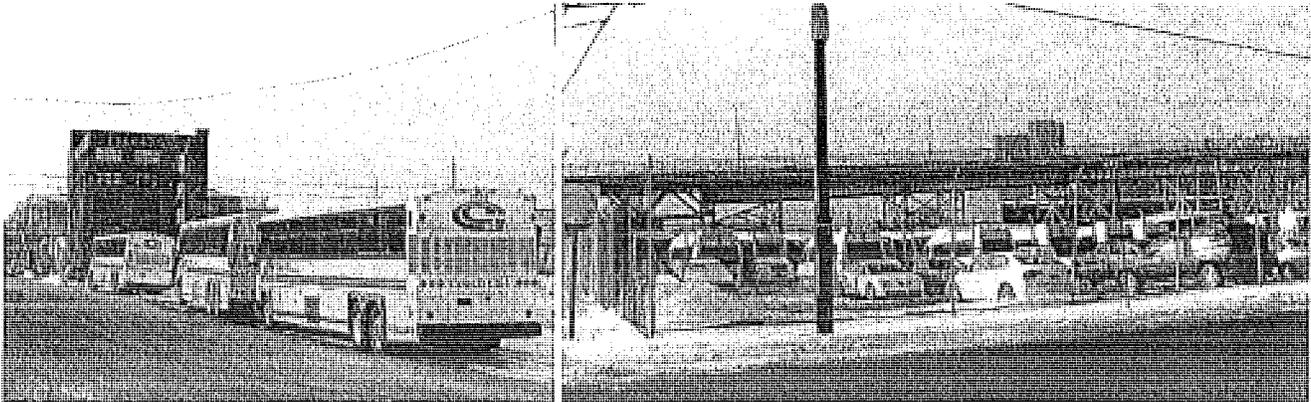
we have a firm grasp of the "substantial evidence standard" required for a legally-defensible redevelopment study. Accordingly, our analysis will review all factors that may be impediments to redevelopment without the necessity of public intervention. While the redevelopment planning process has been subject to much legal review following the U.S. Supreme Court's decision in Kelo, the fact of the matter is that New Jersey courts have concluded that a redevelopment designation based on proper study is subject to a presumption of validity so long as the decision is supported by substantial credible evidence. In fact, as recently as 2010, the New Jersey Appellate Division upheld a redevelopment area designation in large part because it was based on a detailed review of the area investigating the conditions of each property including any deterioration, use, occupancy and vacancy of each property, site characteristics including drainage, operations, parking, and lighting, tax payment history, police incidents and crime rate, and any unsafe conditions and code violations relating to each property [see Suburban Jewelers v. City of Plainfield]. This is precisely the level of detail and analysis that PPG would provide in the Preliminary Investigation Report. Moreover, given the increased scrutiny of the "e" criterion in the post-Gallatin redevelopment world, please be advised that PPG has successfully qualified properties based on title defects and in doing so helped municipalities overcome the redevelopment paralysis caused by complex title problems.

In addition, the investigation will provide a foundation upon which the so-called Section 3 criterion may apply in terms of qualifying those properties (or portions of the Study Area) that do not by themselves qualify for redevelopment area designation, but may nevertheless be necessary for inclusion for the effective redevelopment of an area where the prevailing condition is one of blight. It is telling that the LRHL places the "Section 3" criterion under the definition of a "Redevelopment Area:"





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A redevelopment area may include lands, buildings or improvements which of themselves are not detrimental to the public health, safety or welfare, but the inclusion of which is found necessary, with or without change in their condition, for the effective redevelopment of the area of which they are a part.

The framers of the statute clearly understood that a prospective redevelopment area must consist of lands that are reasonable and rational from an overall planning and development perspective – in terms of location, size, shape, access, etc. – to facilitate the type of meaningful redevelopment that can alleviate and/or overcome “blight” to achieve the goals of community revitalization.

Based on all the above, PPG will provide an extensive analysis describing how the area, or portions thereof, meet (or do not meet) the statutory criteria. A Draft Preliminary Investigation Report, including relevant maps delineating the areas which qualify for redevelopment area designation (as well as those that do not qualify) will be prepared and submitted to the client for review. The report will also include a description of the area, a review of the zoning and master plan designations of the area and photographs, maps and other graphics to support the analysis. PPG will incorporate the City and Port Authority’s comments into a Final Investigation Report.

E. Provide Testimony (Months 4 to 5)

Paul Phillips, PP will prepare and make presentations regarding the potential redevelopment area designation and the conclusions of its evaluation at public hearings before the Planning Board.

F. Meet with City Council (Month 6)

Paul Phillips, PP will present the findings of the report and the recommendations of the Planning Board to City Council, as needed.





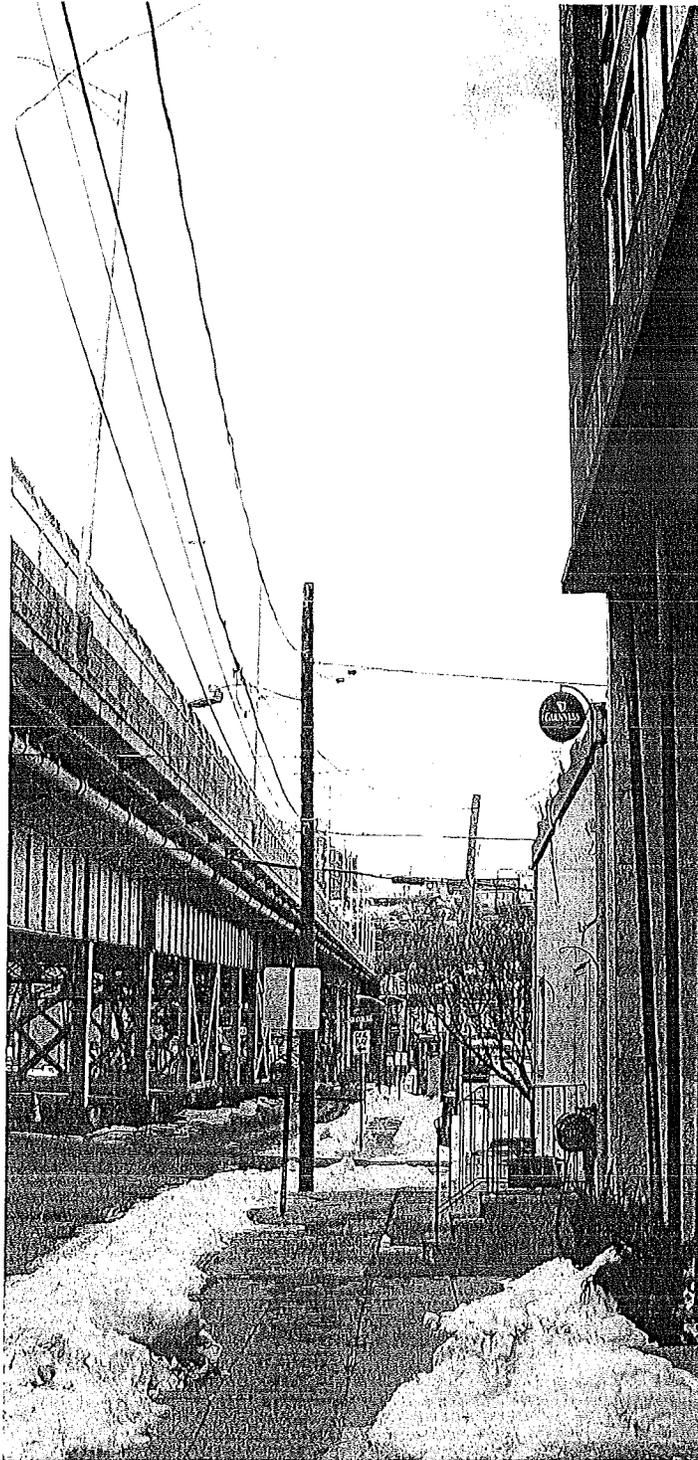
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V. Cost Proposal

The proposed budget listed below has been prepared based upon a thorough review of the Request for Proposals, our experience with numerous redevelopment studies in Hoboken and other communities and our knowledge of the North End Area.



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VI. References

Joseph J. Maraziti, Esq.

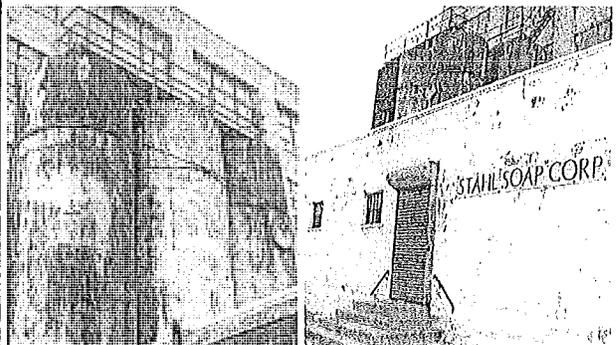
Special Redevelopment Counsel,
City of Newark Central Planning Board
Maraziti, Falcon & Healey LLP
150 John F. Kennedy Boulevard
Short Hills, NJ 07078
(973) 912-9008

Michael S. Rubin, Esq.

Township of Bloomfield
Planning Board Attorney
14 Forest Avenue
Caldwell, NJ 07006
(973) 364-9500

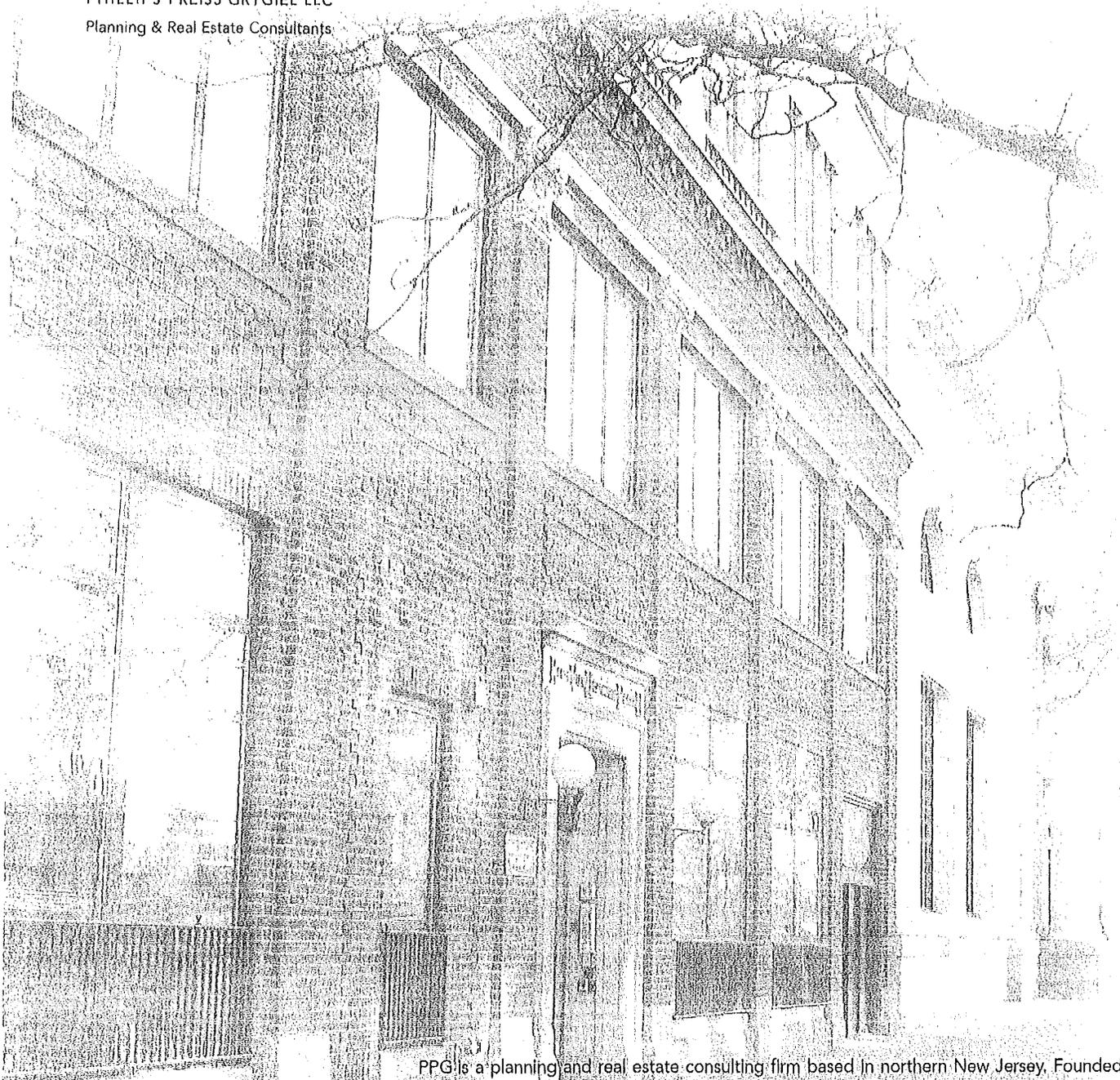
Caroline Ehrlich

Chief of Staff, Woodbridge Township/
Executive Director
Woodbridge Township
Redevelopment Agency
1 Main Street
Woodbridge, NJ 07095
(732) 602-6015





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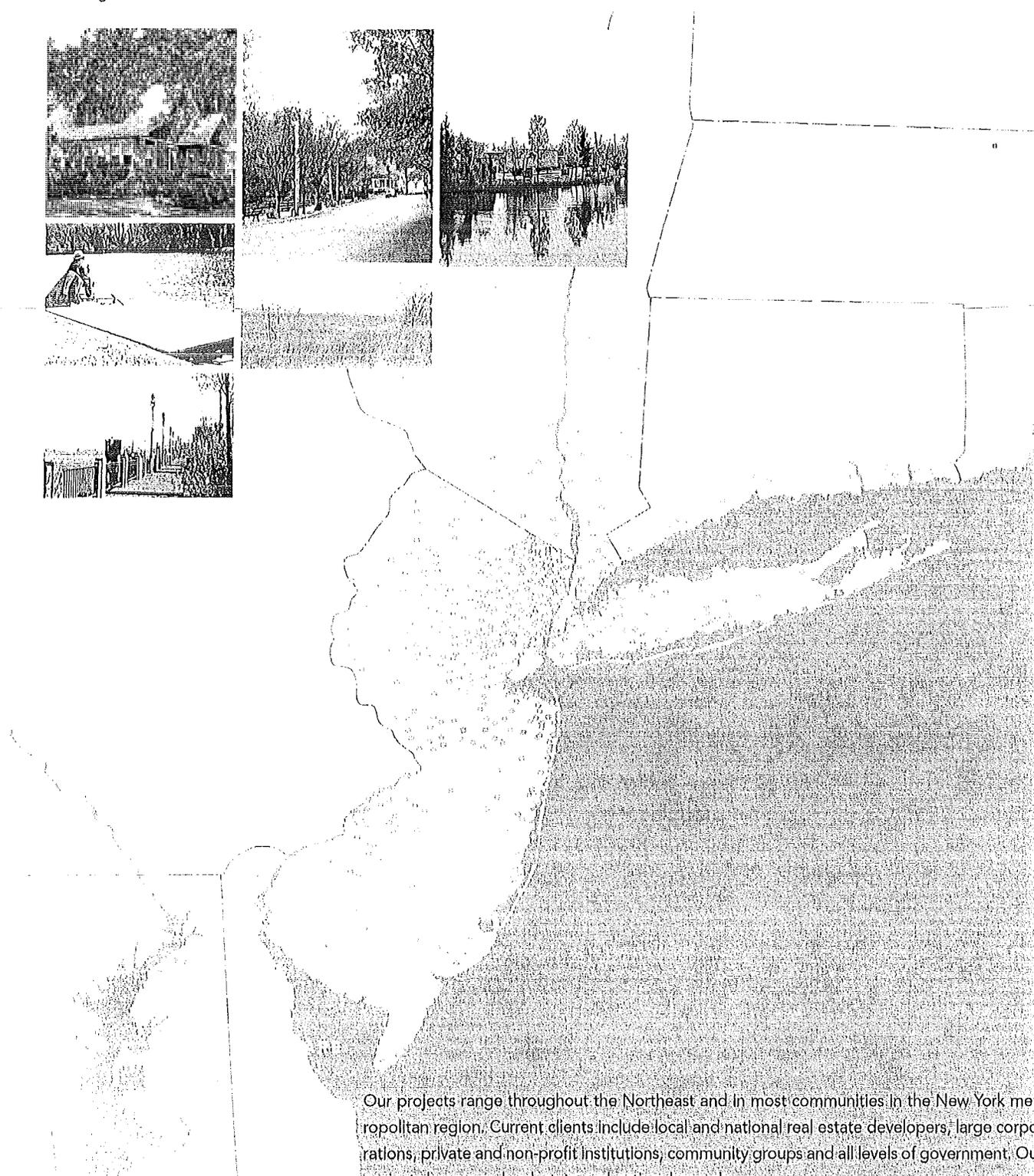
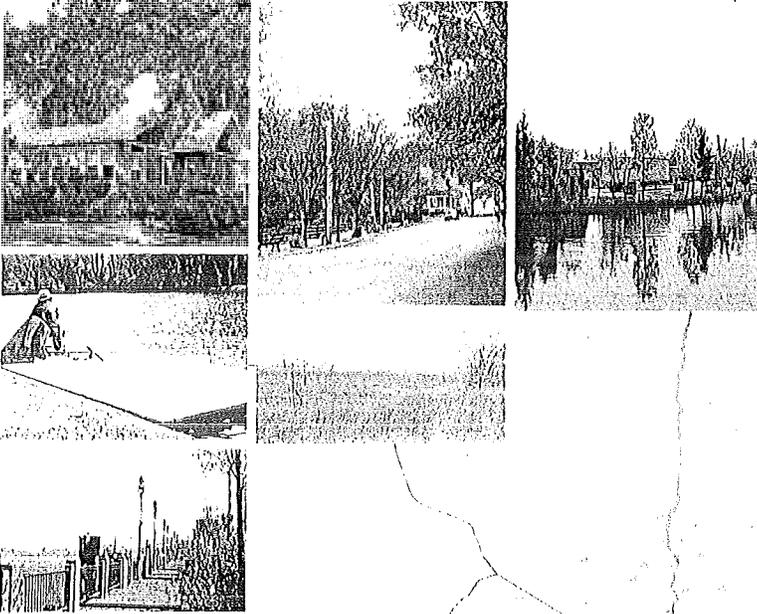
PPG is a planning and real estate consulting firm based in northern New Jersey. Founded in 1968, the firm specializes in zoning and land use regulation, real estate advisory services, market and feasibility analyses, comprehensive and community planning, economic development and expert testimony.

PPG prides itself on its problem-solving approach to assignments, with an emphasis on understanding economic, consensus-building and regulatory practicalities. In addition to real estate and planning expertise, PPG offers full GIS and graphic capabilities.

FIRM INFORMATION



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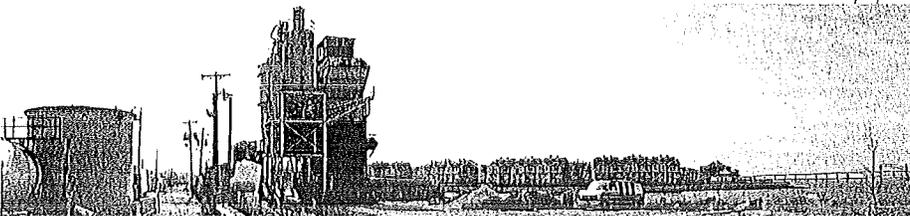
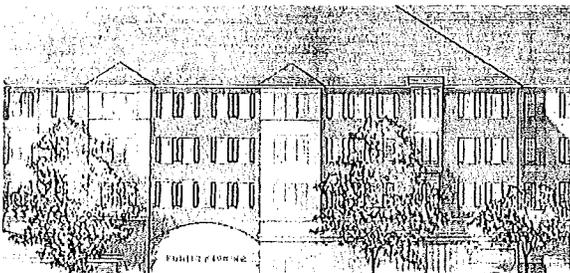
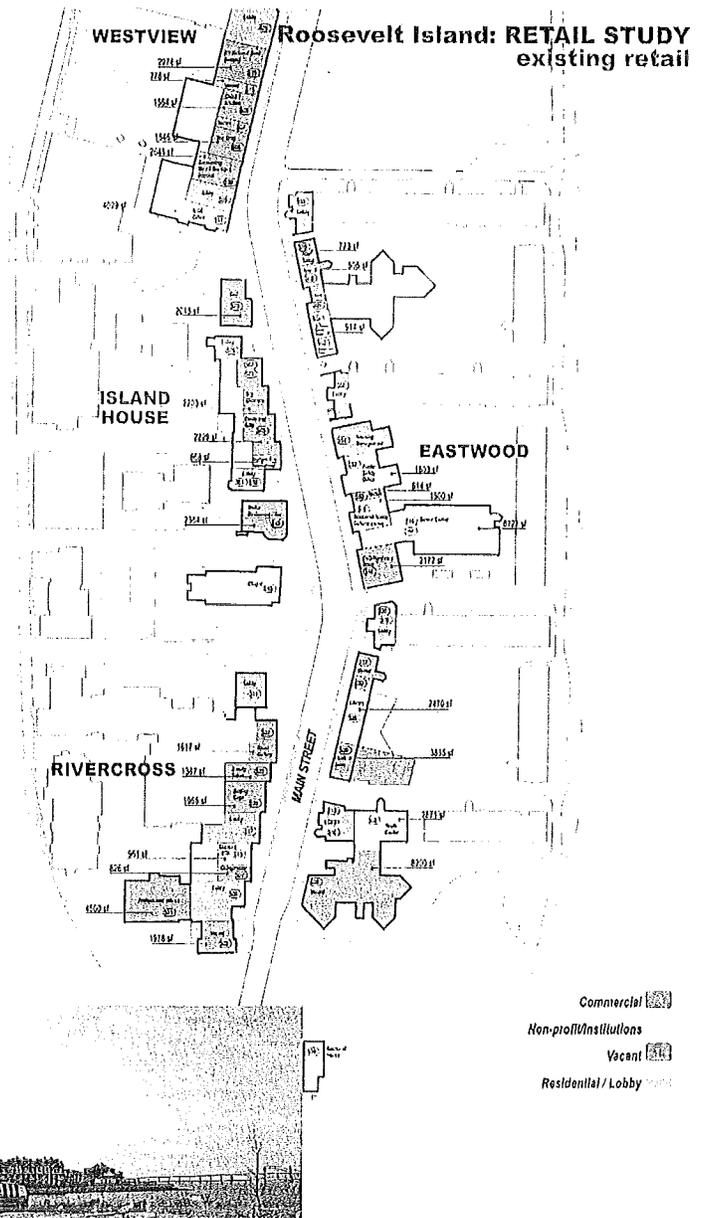
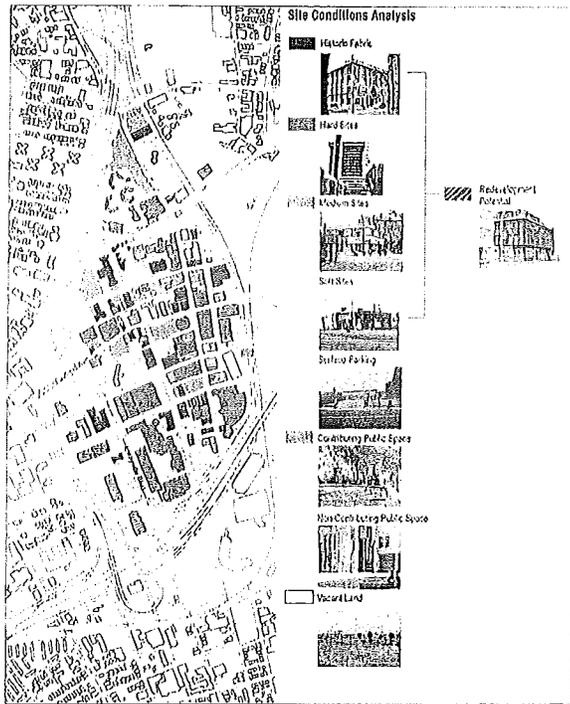


Our projects range throughout the Northeast and in most communities in the New York metropolitan region. Current clients include local and national real estate developers, large corporations, private and non-profit institutions, community groups and all levels of government. Our projects have won local, state and national awards.

PPG PROJECTS

Downtown revitalization

PPG's approach to downtown revitalization emphasizes market niche as a means of competing within the marketplace. The firm has developed revitalization strategies for downtown locales and business districts of various sizes and scales throughout the tri-state area.



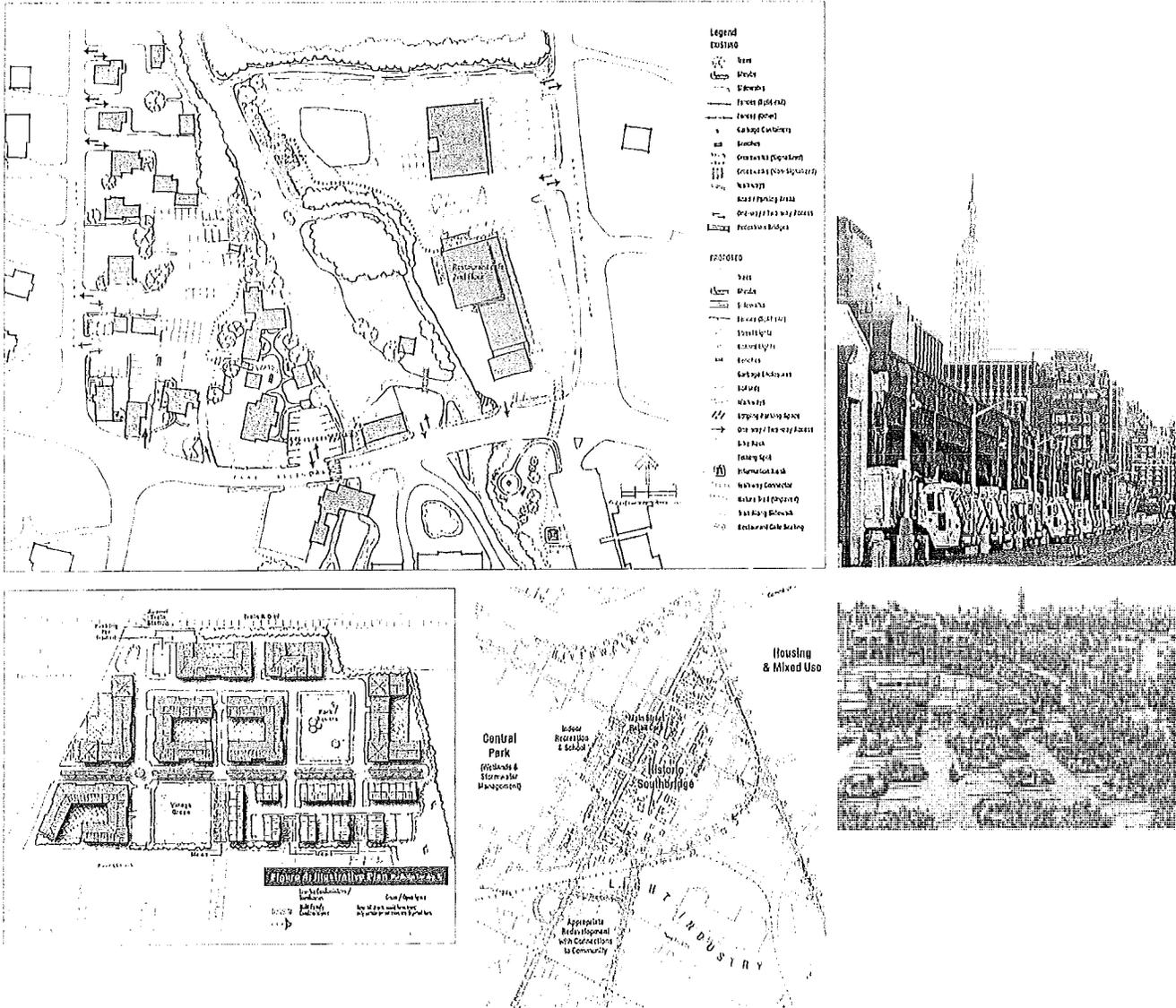
Condemnation and relocation

The firm frequently serves as a planning expert for both private and public sector clients in connection with eminent domain actions. PPG also provides relocation services and assistance to governmental clients and redevelopers whenever there is project displacement of homeowners and / or businesses.

Clockwise from top: Visioning Plan, City of Bridgeport, CT; Roosevelt Island, NY, Retail Study and Plan; Relocation for Bayfront Redevelopment Area, Jersey City, NJ; Zoning, Redevelopment Study and Plan for Helmsley Site, Fort Lee, NJ

Neighborhood planning

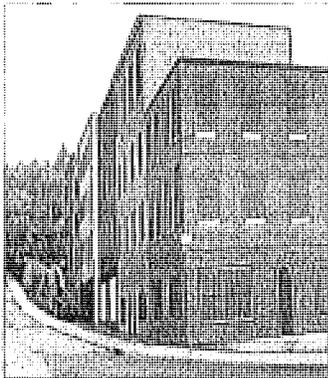
PPG co-created an approach to neighborhood revitalization involving collaborations between residents, stakeholders and implementers. These assignments have won State awards, and one, for the Comprehensive Community Revitalization Program in the South Bronx, won the national American Planning Association's first Presidential Award.



Real estate advisory services

PPG has served as real estate advisors for a number of public agencies, not-for-profits, and public and private authorities. This work includes advice on right-of-way takings, real estate acquisitions, land use approvals, land planning and development strategies, property disposition and community outreach. The firm has particular expertise with site location and market / feasibility studies.

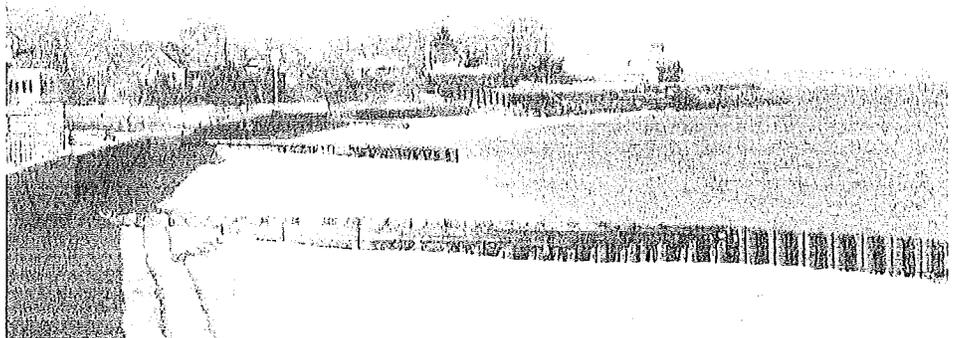
Clockwise from top: Downtown Preservation Plan for Saddle River, NJ; West 29th Street Rezoning Study, New York, NY; Redevelopment Plan for the Broadway Triangle, Brooklyn, NY; Neighborhood Plan for Wilmington, DE; Redevelopment Study & Plan, Avenel, NJ



Paul Phillips, AICP, PP Mr. Phillips has been with PPG since 1977 and has served as the firm's managing principal since 1983. Mr. Phillips directs most of the firm's ongoing land use and real estate advisory services, redevelopment studies and condemnation related work. He has appeared as an expert witness before municipal boards and courts on hundreds of occasions.

Richard Preiss, PP Mr. Preiss has been with PPG since 1981 and has served as a principal since 1984. Mr. Preiss directs most of the firm's assignments involving zoning ordinances, site suitability and site planning. Mr. Preiss frequently testifies before planning boards, boards of adjustment and governing bodies, as well as in the courts.

Paul Grygiel, AICP, PP Mr. Grygiel has been with PPG since 2000 and became a principal in 2002. He specializes in comprehensive planning, zoning ordinance preparation and development review. Mr. Grygiel also appears regularly as an expert planning witness before municipal planning and zoning boards.



Attorneys

Carter, Ledyard & Milburn
Connell Foley
Decotitis, Fitzpatrick, Cole & Wisler
Flaster/Greenberg
Fox Rothschild
Florio Perruci Steinhardt & Fader
Gibbons, P.C.
Greenbaum, Rowe, Smith, Ravin,
Davis & Himmel
Kirkpatrick & Lockhart
McKirdy & Riskin
Day Pitney, LLP
Riker, Danzig, Scherer, Hyland & Perretti
Sterns & Weinroth
Waters, McPherson, McNeill
Wilentz Goldman & Spitzer
Wolff & Samson

**Institutions, Foundations
and Civic Groups**

Asian Americans for Equality
Baruch College
Brooklyn Academy of Music
Columbia University
Community Economic
Development Fund
Downtown Toms River
The MacArthur Foundation
Monmouth University
Monument Society
Municipal Art Society
Peddie School
Scenic Hudson
Seton Hall University
Stamford Partnership
Trust for Public Land

New Jersey Municipalities

Township of Cranbury
Borough of Fort Lee
Town of Guttenberg
Borough of Franklin Lakes
City of Hoboken
Township of Holmdel
Township of Maplewood
Township of Millburn
Borough of Montvale
Town of Morristown
Borough of Netcong
City of Newark
Town of Nutley
City of Rahway
Borough of Saddle River
Borough of Waldwick
Township of West Caldwell
Township of West Orange

City/County/Regional/State Agencies

Connecticut Capital Region Council of
Governments
Delaware Dept. of Natural Resources
and Environmental Conservation
Harlem Valley Partnership
Hartford Economic Development Corporation
Metropolitan Transportation Authority
New Jersey Meadowlands Commission
New Jersey Transit
New Jersey Turnpike Authority
New Jersey Water Supply Authority
New York City Dept. of Housing Preservation
and Development
New York City Economic Development
Corporation
New York State Department of Transportation
Roosevelt Island Operating Corporation
Southeast Connecticut Council of Governments
Union County, New Jersey
Wilmington Area Planning Council

Developers

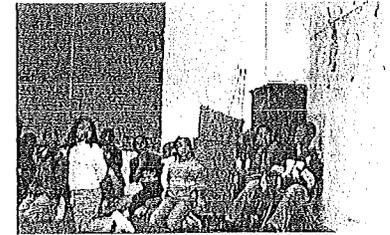
Avalon
Beazer Homes
Continental Properties
Edgewood Properties
Edison Properties, LLC
Fisher Brothers
Forest City
Gale Company
Hartz Mountain Industries, Inc.
Matzel & Mumford Organization
Rockefeller Group
Development Corp.
Simon Property Group
SJP Properties
Toll Brothers, Inc.
Time Equities
Valley National Bank
Westfield Corp., Inc.

Business and

Community Organizations
Atlantic Avenue Association LDC
Banana Kelly Community
Improvement Association
Comprehensive Community
Revitalization Program, Inc.
Greenpoint Waterfront Association Parks
and Planning
Harlem Valley Partnership
Kings Highway Business
Improvement District
Long Island Housing Partnership
Mid-Bronx Desperadoes
Mid-Bronx Senior Citizen Council
Mt. Hope Housing
Phillipsburg Urban Enterprise Zone
Radburn Association
Regional Plan Association
Renaissance Newark
Summit Downtown, Inc.
Wilmington Renaissance Corp.

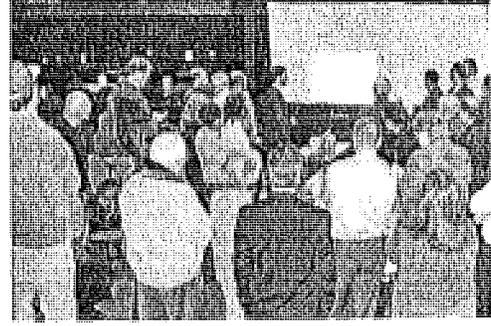
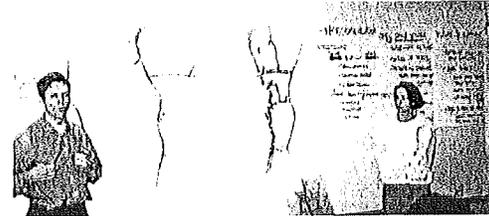
Other Municipalities

City of Bethlehem
Village of Dobbs Ferry
City of Hartford
Town of Islip
Village of Hastings-on-Hudson
Village of Nyack
Town of Riverhead
Village of Roslyn
Village of Scarsdale
Town of Southampton
City of Stamford
City of Washington DC
City of Waterbury
City of Yonkers
Town of Yorktown

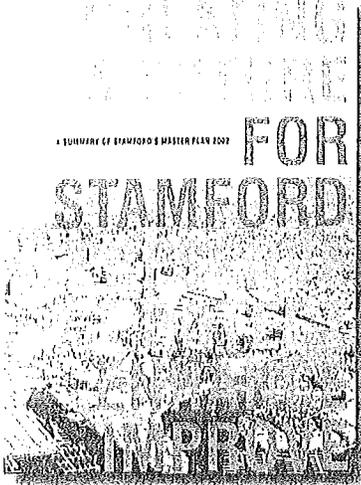
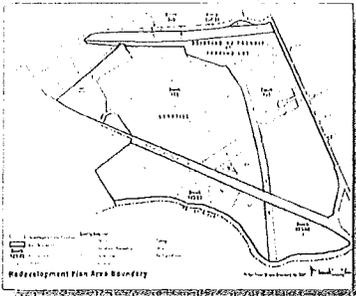
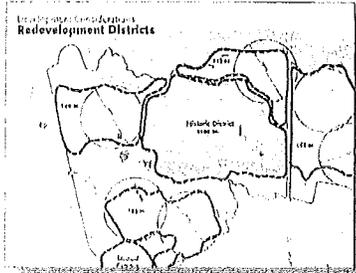
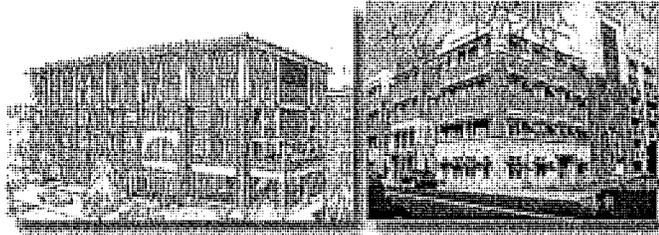


Corporations

Amerada Hess Corporation
Best Foods USA
Bloomberg L.P.
BMW International
ExxonMobil Corporation
John Hancock Financial Services
Hoffman LaRoche Inc.
Lowe's Companies, Inc.
Macy's
McDonald's Corporation
Merrill Lynch
Novartis Pharmaceuticals
Prudential Insurance
Starbucks
Stop and Shop
Urban Outfitters
Wachovia Bank
Wawa Food Stores



Clockwise from left, community outreach meetings and charettes: Wilmington, DE; St. Paul, MN; Bridgeport CT; Chinatown, NYC; Bronx, NY; Somerville, NJ



- 2010 Westchester Municipal Planning Federation Achievement Award – Village of Ossining Comprehensive Plan and Amendments to the Zoning Code
- 2009 Vision Long Island Smart Growth Award – Glen Cove Master Plan, City of Glen Cove, NY
- 2008 New Jersey Planning Officials Achievement in Planning Award – From Fort to Village: A Vision for Oceanport's Fort Monmouth, Oceanport, NJ
- 2007 New Jersey Chapter of the American Planning Association Award for Smart Growth – Somerville TOD Visioning and Redevelopment Plan
New Jersey Chapter of the American Planning Association Award for Community Planning – Doo Wop Motel Preservation, Wildwood Crest, NJ
New Jersey Future Smart Growth Plan – Creative Downtown Redevelopment Strategy: Epstein's Rehabilitation Plan, Morristown, NJ
- 2006 Somerset County Planning Board Excellence in Planning Award – Borough of Somerville, NJ Train Station Area & Landfill Visioning Process
Monmouth County Merit Award – Holmdel Township Hamlet and Rural Conservation Master Plan Amendments
New Jersey Chapter of the American Planning Association Outstanding Smart Growth Plan – Epstein's Rehabilitation Plan, Morristown, NJ
The Downtown New Jersey Excellence in Downtown Award in New Construction – Epstein's Rehabilitation Plan, Morristown, NJ
New Jersey Planning Officials Award for Innovative Design – Epstein's Rehabilitation Plan, Morristown, NJ
Vision Long Island Revitalizing Communities Award – Village of Mineola Comprehensive Master Plan, Mineola, NY
- 2005 Vision Long Island Smart Growth Award – Riverhead Master Plan, Town of Riverhead, NY
- 2004 New Jersey Chapter of the American Planning Association Outstanding Comprehensive Plan Award – Hoboken Master Plan, Hoboken, NJ
New York Metro Chapter of the American Planning Association Meritorious Achievement Award – Rebuild Chinatown Initiative, New York City
- 2003 American Civil Engineering Council Silver Award for Engineering Excellence – Farmington Avenue Study, Hartford, CT
Conn. Chapter of the American Planning Association – Stamford Growth Management Plan
- 1999 American Society of Landscape Architects – Beaufort County, South Carolina Master Plan
- 1997 Connecticut Community Development Association – Stamford Enterprise Zone Plan
The Waterfront Center Annual Award – Excellence on the Waterfront: Yonkers Recreational Pier
- 1996 First Presidential Award of the National American Planning Association – South Bronx Comprehensive Community Revitalization Program, Six Neighborhood Plans
- 1992 New York State Preservation League – Harlem Valley Economic Development Strategy

Top: Epsteins Downtown Area Rehabilitation Plan, Town of Morristown, NJ; Fort Monmouth Military Base Reuse Study, Oceanport, NJ; Somerville, NJ Redevelopment Study; Growth Management and Consensus Plan, Stamford, CT; "Doo-Wop" Motel Preservation, Wildwood Crest, NJ

LIST OF AWARDS



PHILLIPS PREISS GRYGIEL LLC
Planning & Real Estate Consultants

Paul Phillips is the president of Phillips Preiss Grygiel, a company that specializes in comprehensive planning, zoning, real estate advisory services and economic development. Mr. Phillips joined the firm in 1977 and became PPG's managing principal in 1983, and is a licensed professional planner in the State of New Jersey as well as a member of the American Institute of Certified Planners. He received his Masters degree in Urban Planning from Hunter College, and has appeared extensively as an expert before planning and zoning boards and governing bodies on behalf of developers, nonprofit groups and municipalities throughout the New York-New Jersey metropolitan area.

As a highly regarded expert witness, Mr. Phillips displays an outstanding knowledge of New Jersey zoning, redevelopment and condemnation law. He has testified on numerous occasions as an expert in New Jersey Superior Court and was the planning witness in several landmark rulings by the Appellate Division/Supreme Court. Mr. Phillips is widely recognized as one of New Jersey's prominent redevelopment planners, advising such public sector clients as Fort Lee, Morristown, Hoboken, Millburn, Newark and Woodbridge, New Jersey. Mr. Phillips has a master's degree in urban planning from Hunter College.

Paul Phillips, AICP, PP

In addition to his land use planning and master plan work, Mr. Phillips also directs most of the firm's ongoing real estate advisory services and condemnation-related work, and has been active in the affordable housing field since the advent of Mt. Laurel II and New Jersey's Fair Housing Act, having represented developers of low- and moderate-income housing and having prepared plans for affordable housing in individual municipalities.

Professional Experience

Phillips Preiss Grygiel,
Planning and Development Consultants
President, 1991 – present
Vice President, 1983 – 1991
Senior Planner, 1977 – 1983

Professional Licenses and Memberships

Licensed Professional Planner, State of
New Jersey (LI 03046)
American Institute of Certified Planners,
Member

Education

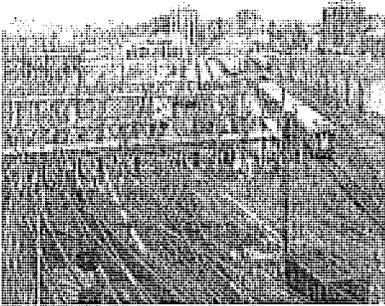
New York University,
Real Estate Institute
Coursework in real estate appraisal and
finance, June 1979 to June 1980
Hunter College,
Master of Urban Planning, June 1977
City College of New York,
Bachelor of Arts in Sociology
(Magna Cum Laude), June 1975



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Planning & Real Estate Consultants



Redevelopment Study for the Hoboken Rail Yards Hoboken, New Jersey



PPG was retained by the City of Hoboken to determine whether a key area located in the southeastern portion of the City commonly known as the "Hoboken Terminal and Yard" met the requirements for designation as an "area in need of redevelopment" as established under NJSA 40A:12A. The study was authorized by City Council of the City of Hoboken and was prepared for the Hoboken Planning Board. The preparation of the study involved reviewing the City tax maps, tax records for each block and lot, aerial photographs, recent building department and property management records, development applications and approvals, the 2004 Master Plan, the Zoning Ordinance and the redevelopment plan for an area adjacent to the study area, known as the Public Works Municipal Garage Site.

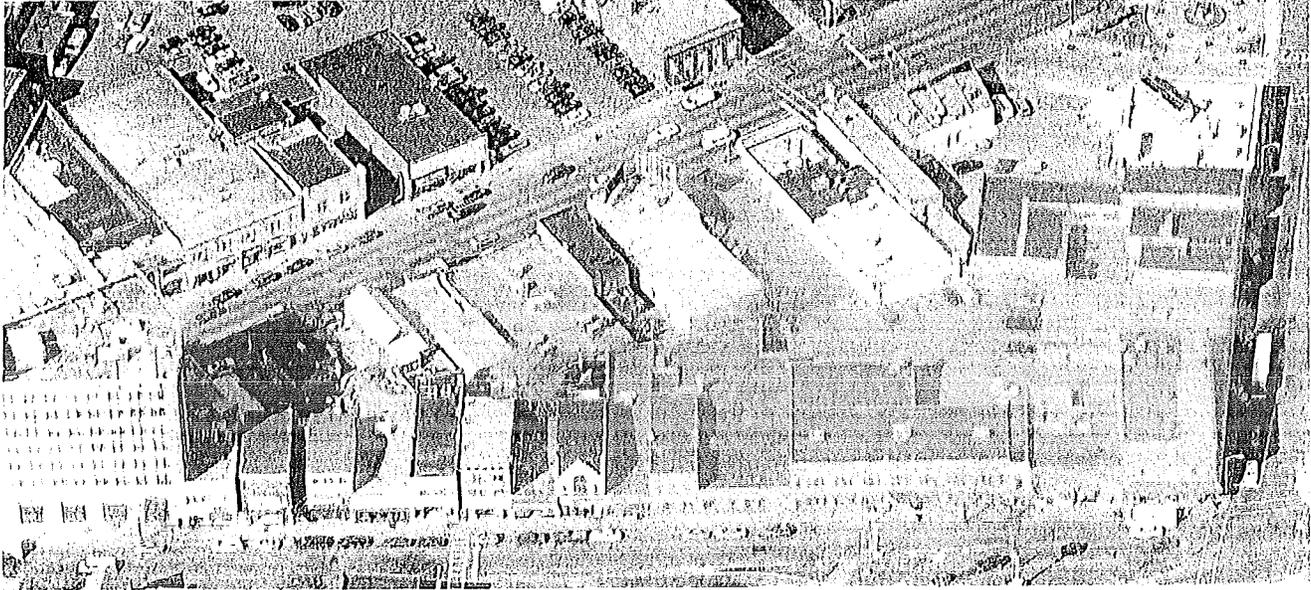
In addition, PPG also participated in the physical inspection of various buildings/structures and grounds of the site with representatives of the property owner (i.e., New Jersey Transit). Additional information on property conditions as well as the status of capital improvement projects at the Terminal were determined through meetings with representatives from New Jersey Transit. Finally, PPG reviewed a number of documents and reports prepared for New Jersey Transit over the years which provided not only a historical perspective of the property, but also information regarding conditions and functions of the various components of the Terminal.

The study found that, in addition to ownership changes, structures had been demolished, modes of transportation had been eliminated, certain improvements had been made, and facilities had been relocated. As a result, there were portions of the overall complex that functioned effectively and others that were dysfunctional, underutilized, and/or in need of repair. Further, a number of improvements had recently been made on the Jersey City portion of the property that affect the Hoboken sections of the Terminal site. Based on the foregoing analysis, the referenced area was determined to meet the statutory criteria for designation as "an area in need of redevelopment."

Fred Bado,
Former Community Development Director
City of Hoboken
1245 Garden Street
Hoboken, NJ 07030
(201) 344-2831



PHILLIPS PREISS GRYGIEL LLC
Planning & Real Estate Consultants



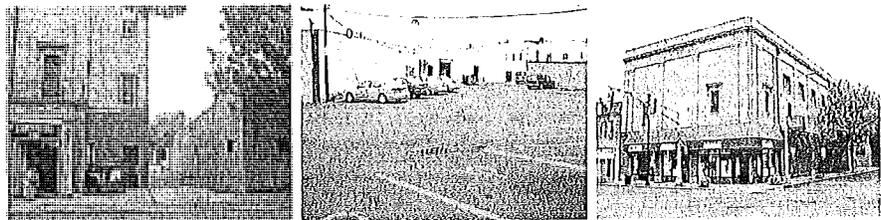
**Redevelopment Area Study,
Township of Bloomfield, New Jersey**

PPG was retained by the Township of Bloomfield to prepare a study to determine whether a complex of buildings located in Bloomfield's downtown qualified as an "Area In Need Of Redevelopment," as provided under NJSA 40A:12A.

The study area consisted of nine contiguous tax lots located on Broad Street, between Liberty Street and Bloomfield Avenue. Included in the study area was the Annie Sez store, a number of smaller stores, the former Masonic Temple building and adjacent parking areas. Study tasks included: a survey of existing land uses, property conditions, property ownership, and occupancy status; review of existing land use regulations and redevelopment plans for the adjacent CBD; review of building records to determine the extent of capital investment or disinvestment; and an evaluation of whether the area meets the state's criteria on a lot-by-lot and aggregate basis for designation as an "Area in Need of Redevelopment."

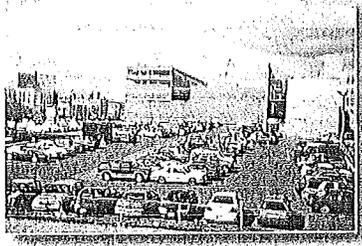
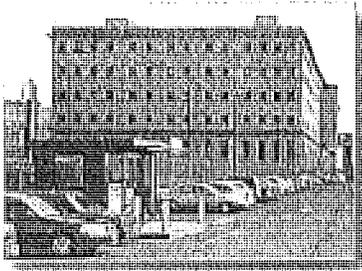
It was determined that the study area qualified as "An Area In Need Redevelopment" pursuant to the criteria established by the statute.

Michael Rubin, Esq.
Planning Board Attorney
Township of Bloomfield
Law Office of Michael S. Rubin, LLC
14 Forest Avenue
Caldwell, NJ 07006
(973) 364-9500



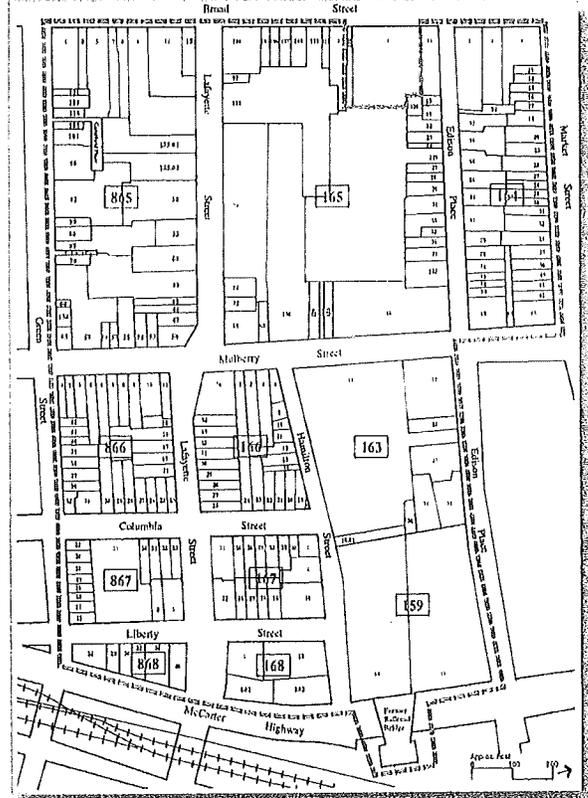


PHILLIPS PREISS GRYGIEL LLC
 Planning & Real Estate Consultants



Arena District
 Redevelopment Area Study,
 City of Newark, New Jersey

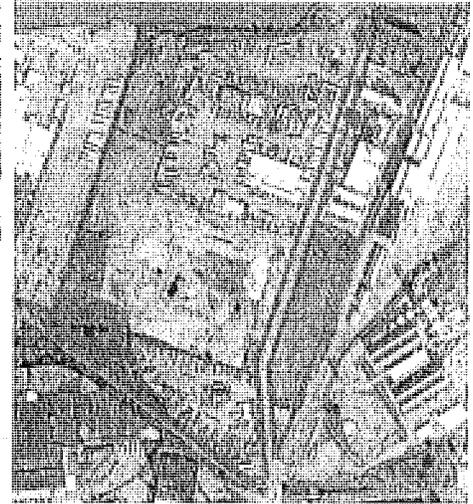
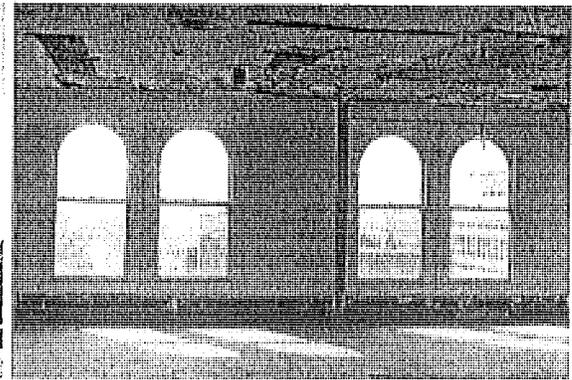
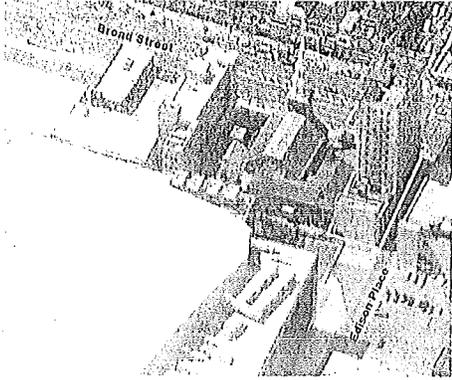
For the Planning Board and Municipal Council of the City of Newark, the firm prepared a study to determine whether an 11-block area, more commonly referred to as the Newark Arena District, qualified as an "area in need of redevelopment" as provided under NJSA 40A:12A. The report concluded that the area in question met the statutory criteria for designation as a redevelopment area, and that the study area boundaries were appropriately and logically drawn from an overall planning perspective and in consideration of established land uses, property conditions and existing development trends. The overwhelming majority of properties within the study area consisted of either vacant land, parking lots or predominantly vacant buildings. These conditions had worsened through the years as more and more buildings had been abandoned and demolished, only to be replaced by additional parking. Properties within the study area were also found to be small and in diverse ownership. In addition, many of the study area properties were in tax arrears or had recently been tax delinquent. The overwhelming number of properties and the large majority of the acreage within the study area met one or more of the statutory criteria for redevelopment area designation; and the prevailing condition within the study area was very clearly one of "an area in need of redevelopment."



Kevin J. Coakley, Esq.
 Connell Foley
 85 Livingston Avenue
 Roseland, NJ 07068
 (973) 535-6500



PHILLIPS PREISS GRYGIEL LLC
Planning & Real Estate Consultants



Redevelopment Services –
City of Newark, New Jersey
(ongoing)

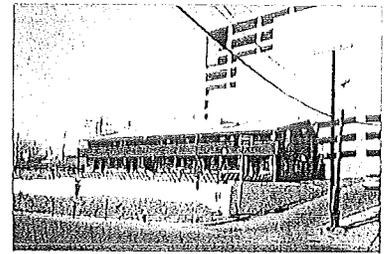
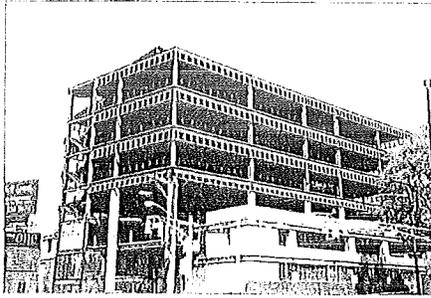
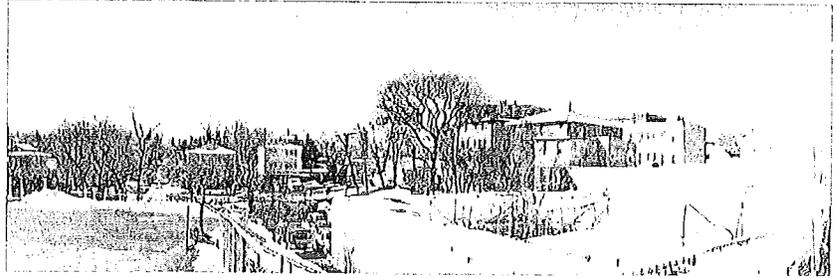
Phillips Preiss Grygiel has provided redevelopment planning services to the City of Newark for over a decade. The firm has prepared numerous area in need of redevelopment investigations on behalf of the City and advised City staff on redevelopment issues. Projects have included sites throughout the downtown, including the study for the area in which the Prudential Center is now located, and other parts of Newark.

Michele Alonso, PP, AICP, Principal Planner
City of Newark
Dept. of Economic and Housing Development
Division of Planning and Community Development
920 Broad Street, Room 407
Newark, NJ 07102
(973) 733-5993

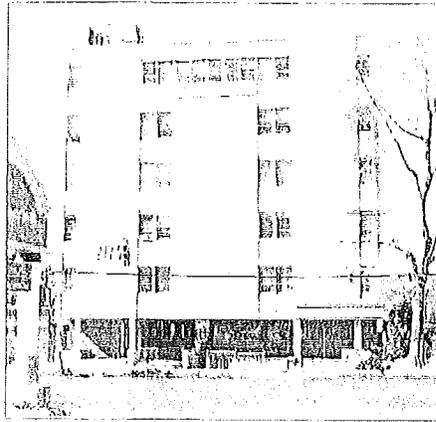




PHILLIPS PREISS GRYGIEL LLC
Planning & Real Estate Consultants



Redevelopment Studies and Plans for Areas Within the Borough of Fort Lee, New Jersey



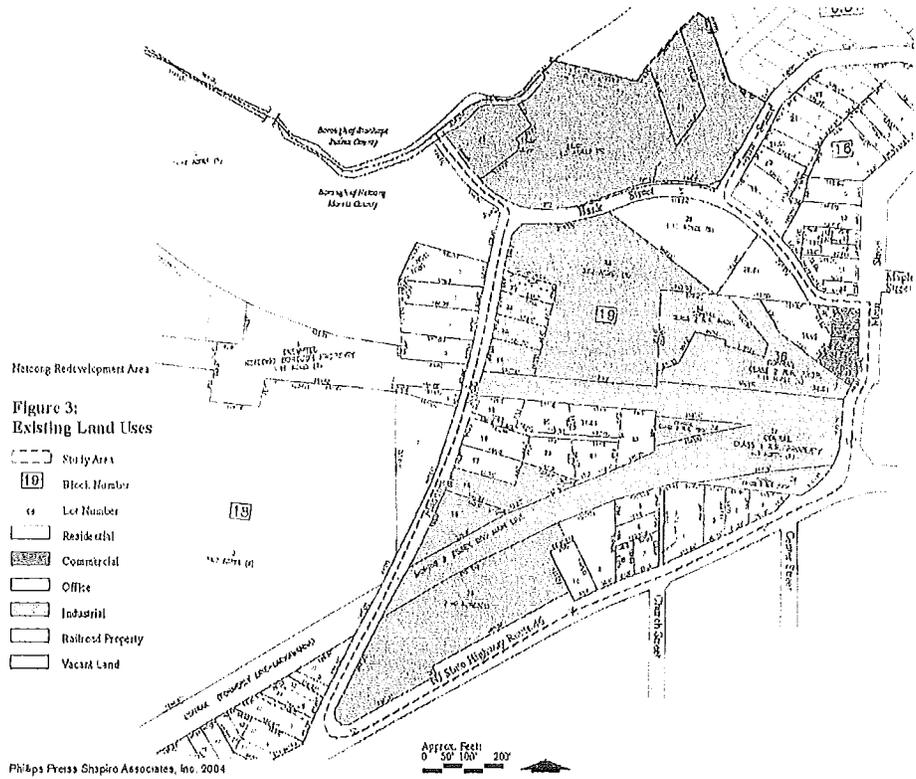
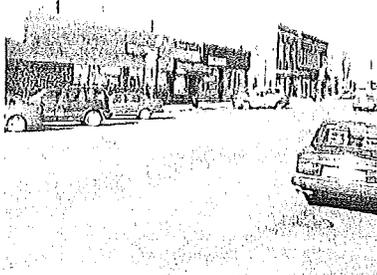
The Borough of Fort Lee retained Phillips Preiss Grygiel (PPG) over the last eight years to prepare studies of six areas to determine if these areas qualified as "areas in need of redevelopment" under the New Jersey Local Housing and Redevelopment Law (LHRL). In all cases the areas encompassed underutilized land and/or underutilized residential and commercial uses, and in one case, an abandoned, partially completed office building at a prime location. Based on PPG's studies, the Borough Council has designated all these areas as redevelopment areas.

The Borough then retained PPG to prepare the required redevelopment plans. These plans provided the planning rationale and zoning controls to promote productive redevelopment in these areas commensurate with the surrounding development.

Barbara Klein, Planning Administrator
Borough of Fort Lee
Municipal Building
309 Main Street
Fort Lee, New Jersey 07024



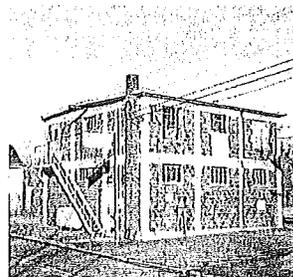
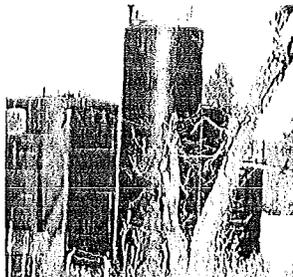
PHILLIPS PREISS GRYGIEL LLC
 Planning & Real Estate Consultants



**Downtown Redevelopment Study,
 Netcong, New Jersey**

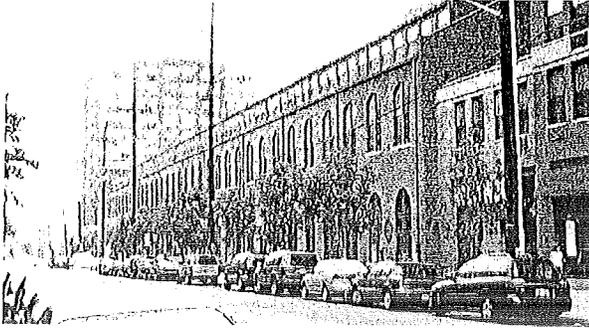
Phillips Preiss Grygiel (PPG) was retained by the Borough of Netcong to prepare a study of a five-block area to determine if it qualifies as "an area in need of redevelopment" under the New Jersey Local Housing and Redevelopment Law (LHRL). The area in question encompassed approximately eight acres of land abutting the NJT train station and the Borough's Main Street. The study found that the area qualified as per the statutory criteria for redevelopment.

Joseph A. Nametko, Mayor
 Borough of Netcong
 Municipal Building
 23 Maple Avenue
 Netcong, New Jersey 07857
 (973) 347-0252





PHILLIPS PREISS GRYGIEL LLC
 Planning & Real Estate Consultants

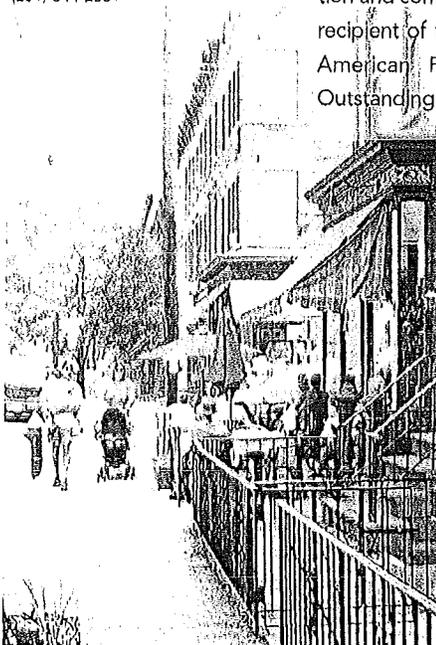


**Master Plan for the
 City of Hoboken,
 New Jersey**

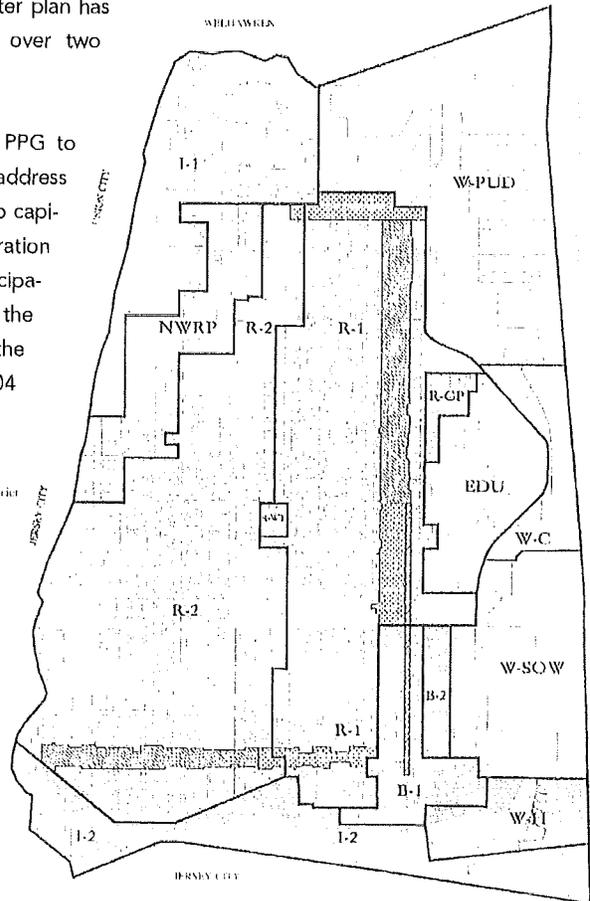
Hoboken is a vibrant, historic, and densely populated mile-square community located just across the Hudson River from New York City. Located only minutes from Manhattan by public transportation, Hoboken has a thriving business district, a historic commuter rail terminal, a university, and a hospital. It is also a popular nightlife destination. The City's population includes a mix of established and newer residents with varied income levels and ethnic backgrounds, with a sizable young professional population. Despite the tremendous amount of redevelopment that has occurred in the City in recent years, Hoboken's master plan has not been comprehensively revised in over two decades.

Fred Bado, Former Community
 Development Director
 City of Hoboken
 1245 Garden Street
 Hoboken, NJ 07030
 (201) 344-2831

The Hoboken Planning Board selected PPG to prepare a new master plan to creatively address problems facing the city and find ways to capitalize on opportunities. The plan preparation process involved extensive public participation and community outreach. The plan is the recipient of the New Jersey Chapter of the American Planning Association's 2004 Outstanding Comprehensive Plan Award.

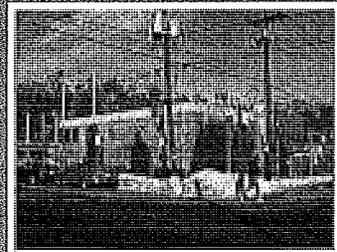
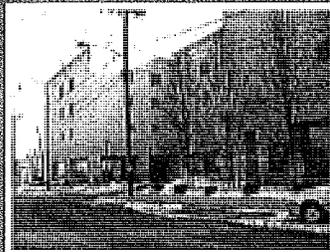
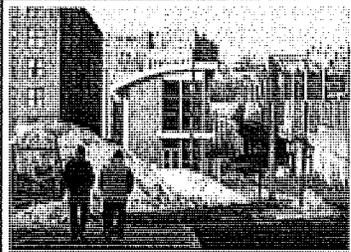
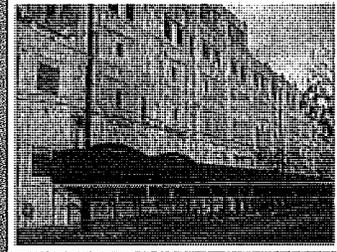
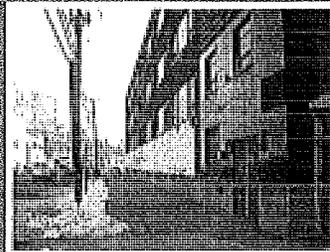
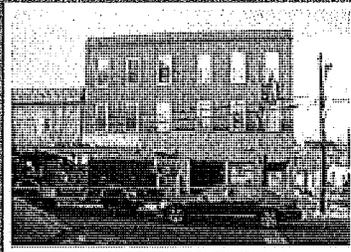


- R-1 Residential Conservation District
- R-2 Residential General District
- R-CP Castle Point District
- R-WT Willow Terrace District
- EDU Higher Education District
- I-1 Light Industrial District
- I-2 Mixed-Use Industrial District
- NWRP Northwest Redevelopment Plan District
- W-PUD Planned Unit Development Waterfront District
- W-C Central Waterfront District
- W-SOW South Waterfront Redevelopment Plan District
- WH Historic Waterfront District
- BU Central Business District
- B-2 General Business District
- RO-P Retail Overlay District - Primary
- RO-S Retail Overlay District - Secondary
- CSO Coast Street Overlay District



City of **Hoboken**
 ZONING MAP

Request for Proposals for the Performance of Expert Professional Urban Planning Services for Hoboken North End Redevelopment Study





Heyer, Gruel & Associates

January 17, 2011

Ms. Gretchen Minneman
Real Estate Services Department
225 Park Avenue South, 19th Floor
New York, New York 10003

Re: Request for Proposals for the Performance of Expert Professional Urban
Planning Services for Hoboken North End Redevelopment Study

Dear Ms. Minneman:

We are pleased to submit this proposal to provide professional planning services associated with the preparation of the Hoboken North End Redevelopment Study. This proposal conforms with the proposal requirements set forth in Section II Proposal Requirements A-E in the Request for Proposals for the Performance of Expert Professional Urban Planning Services for Hoboken North End Redevelopment Study.

Heyer, Gruel & Associates is a community planning consulting firm with particular expertise in the field of redevelopment. The firm has prepared numerous redevelopment studies including the Town of Harrison, the Township of South Orange Village, the City of Asbury Park, and the Borough of Palmyra. These studies include a wide variety of areas, including industrial areas, downtown areas, brownfields, main streets, station areas and waterfronts. Many of our studies have withstood court challenge. Ms. Gruel and Mr. Heyer also serve as instructors for the New Jersey Redevelopment Authority Redevelopment Training Institute.

Heyer, Gruel & Associates proposes to team with MAST Construction Services, Inc., a construction management consulting firm.

The two principals of Heyer, Gruel & Associates, Fred Heyer P.P., AICP and Susan Gruel, P.P. will serve as the team's key representatives/project managers. Both are licensed planners in the State of New Jersey. Mr. Heyer and Ms. Gruel have prepared redevelopment studies which have been contested in court. Of particular relevance are the two Appellate Division opinions in the Town of Harrison and South Orange Village for which we prepared redevelopment studies and plans for the Areas.

Community Planning, Urban Design, Farmland & Open Space, Redevelopment, Affordable Housing

236 Broad Street, Red Bank, NJ 07701 Phone 732-741-2900 Fax 732-741-2929 www.hgapa.com



Heyer, Gruel & Associates

Should you have any questions or require additional information, please do not hesitate to contact us.

Sincerely yours,
HEYER, GRUEL & ASSOCIATES

Susan S. Gruel, P.P.
Principal

Fred Heyer, P.P., ACIP
Principal

Firm Information: **Susan S. Gruel, P.P., Principal**
 Heyer, Gruel & Associates
 236 Broad Street
 Red Bank, NJ 07701
 Phone: (732) 741-2900
 Fax: (732) 741-2929
 Web: www.hgapa.com
 E-mail: mail@hgapa.com

Sub-Consultant: **Ted Domuracki, President, Principal in Charge**
 MAST Construction Services, Inc.
 96 East Main Street
 Little Falls, New Jersey
 Phone: (973) 837-1515
 Fax: (973) 837-1517
 Web: www.mastconstruction.com
 E-mail: tdomuracki@mastconstruction.com

B. KEY PERSONNEL

Heyer, Gruel & Associates

Heyer, Gruel & Associates proposes to team with MAST Construction Services, Inc., since there is a need for specialized “non-planning” expertise. Heyer, Gruel & Associates has five licensed planners and other staff which will be used in a support role for the project. The firm’s two principals, Fred Heyer and Susan Gruel, will be the key personnel and project managers. Ms. Gruel and Mr. Heyer will provide all expert testimony in front of the Planning Board and City Council.

With a combined 50+ years of planning experience between them, Mr. Heyer and Ms. Gruel are recognized experts in the field of redevelopment. Ms. Gruel and Mr. Heyer’s professional credentials include:

- Serving as instructors at the New Jersey Redevelopment Authority’s Redevelopment Training Institute, which provides instruction on the redevelopment process to professional consultants and municipal/county/state staff. Ms. Gruel and Mr. Heyer have participated as instructors since 2006 and are slated to be instructors in the next round of NJRA training in April 2011.
- Serving as instructors for the NJ Local Housing Authority and Redevelopment Training Program through the Center for Government Services, Rutgers Continuing Studies. The next round of training is scheduled for June 2011.
- Serving as instructors at the Bloustein Graduate School of Planning and Public Policy at Rutgers University, where they teach a comprehensive planning class which includes redevelopment practice, as well as a planning studio for which their classes have prepared a number of redevelopment/revitalization plans.
- Provision of expert testimony at hearings in front of municipal planning boards on redevelopment studies.
- Acceptance as experts in planning/ redevelopment and testimony in New Jersey Superior Court.
- Participating on numerous panels dealing with a variety of planning issues, including panels on redevelopment, waterfront development, downtown revitalization; mixed-use development; housing strategies; and planning and zoning basics.

- Authoring “Redevelopment: It’s Not Just For Cities,” published by the NJ Planning Officials.
- Ms. Gruel and Mr. Heyer also provide required training for municipal Planning Board and Zoning Board members.
- The firm has “restudied” a number of previously designated areas in need under current case law.
- Susan Gruel served as Harrison’s “Town planner” in the precedent setting DeRose case.

Resumes of Susan Gruel and Fred Heyer, as well as the firm’s planning staff are included.

MAST Construction Services Inc.

Ted Domuracki, president of MAST Construction Services, Inc., will be the firm’s project manager. Mr. Domuracki has worked as a real estate and construction professional for more than 34 years and has held senior executive positions at some of the nation’s largest construction management firms. In 2001, Ted founded MAST Construction Services, Inc. Construction Services, Inc., a construction management consulting firm offering construction management, owner’s representation, project management and distressed project consulting. Ted is personally responsible for heading Distressed Projects Intervention and Consulting at MAST Construction Services, Inc.; his service to one of their Fortune 500 clients recently earned him a position on their corporate oversight risk assessment committees for project management and bid review.

Resumes of Ted Domuracki as well as the firm’s support staff are included.

C. TEAM EXPERIENCE/REFERENCES

Heyer, Gruel & Associates

Heyer, Gruel & Associates has significant planning experience in the area of redevelopment and can provide effective and insightful direction. The firm is intimately familiar with the requirements of the “Local Housing and Redevelopment Law” and recent court cases.

Working in municipalities throughout New Jersey, Heyer, Gruel & Associates has prepared numerous redevelopment studies for many types of communities and diverse areas, including:

- *Environmental Contamination/ Industrial Areas-*
 - Town of Harrison Waterfront Redevelopment Area
 - Borough of Ridgefield Overpeck Creek Redevelopment Area
 - Borough of Palmyra Route 73 Redevelopment Area
 - Township of Woodbridge Keasbey Redevelopment Areas
 - Township of Woodbridge Pennval Road Redevelopment Area
 - Township of Woodbridge Hart Street Redevelopment Area,
 - City of South Amboy Waterfront Redevelopment Area
- *Downtowns/TOD-*
 - Asbury Park Central Business District
 - Township of South Orange Village Central Business District
 - Township of South Orange Village Church Street Area
 - Township of Woodbridge New Brunswick Avenue Redevelopment Area
 - Township of West Orange Downtown Redevelopment Area
- *Commercial Corridors-*
 - Township of Woodbridge Route 1 Corridor
 - Township of Woodbridge Hopelawn North and South Redevelopment Area
 - Town of Kearny Passaic Avenue Redevelopment Area
 - Town of Kearny Schuyler Avenue Redevelopment Area
 - City of Asbury Park Main Street Redevelopment Area

- *Residential/Mixed Use-*
 - Asbury Park Springwood Redevelopment Area
- *Affordable Housing-*
 - City of East Orange Arcadian Gardens Redevelopment Area

As both practitioners and educators in the field of redevelopment, Heyer, Gruel & Associates understands the ever-changing nature of redevelopment law and practice in the State of New Jersey. The firm understands the implications of the most recent decisions impacting redevelopment in New Jersey, including Gallenthin Realty Development, Inc. v. Borough of Paulsboro, 191 N.J. 344 (2007) and Harrison Redevelopment Agency v. DeRose, 398 N.J. Super. 361 (App. Div. 2008). Heyer, Gruel & Associates has prepared a number of redevelopment studies, restudies and supplemental reports which take into account these decisions. In fact, the firm has been retained by several municipalities to “redo” redevelopment studies based on the Gallenthin decision. These studies include:

- City of Asbury Park
 - 2010 Restudy for the Metropolitan Hotel site, which had been part of the Waterfront Redevelopment Area.
- Town of Harrison
 - 2008 Supplemental Report which is part of the above noted Harrison decision. See the Case Study section for more details.
- Union County Improvement Authority – City of Linden
 - Supplemental assessment and expert testimony based upon a court remand of an older redevelopment study.
- Borough of Palmyra
 - A 2008 Redevelopment Study and Supplemental Report prepared on the 186 acre Route 73 Study Area.
- Borough of Ridgefield
 - 2008 Overpeck Creek Redevelopment Study Supplemental Report on a 2004 Redevelopment Study for a 43 acre industrial area.
- City of South Amboy

- Preparation of a Supplemental Redevelopment Area report based upon a court remand.
- Township of Woodbridge
 - 2008 restudies of over 15 areas within the Route 1 Redevelopment Area.

Members of the firm have served as expert witnesses relating to redevelopment in many venues, from testifying in front of the Planning Board and Governing Body to depositions and court testimony in redevelopment cases. The firm's Principals have been deposed and/or testified in court as part of the firm's work in the Town of Harrison, Township of South Orange Village, and the City of South Amboy. Beyond redevelopment, staff members have been recognized by boards and bodies throughout New Jersey as experts in planning and redevelopment. Heyer, Gruel & Associates is certified as a Small Business Enterprise (Architectural and Engineering Program).

Case Studies

As noted, Heyer, Gruel and Associates has prepared Redevelopment studies, restudies and supplemental reports for numerous municipalities throughout New Jersey. However, our work with the Town of Harrison, Township of South Orange Village and Borough of Palmyra are particularly noteworthy.

- *Town of Harrison*

Harrison's Waterfront Redevelopment Area, when viewed in its entirety, is a classic case study in redevelopment. The 250+ acre tract along the Passaic River was a booming heavy industrial area from the time of President Taft, who coined the phrase "hive of industry" in 1912. Through the 1960's, large-scale heavy industrial users included foundries, munitions manufacturing, elevator manufacturing, electronics manufacturing and manufacturing of lighting. At its peak during World War II, the study area employed approximately 90,000 employees daily in a Town of approximately 12,000 residents. The area was and is anchored by a PATH station. Over time, the industrial users left, while the Town attempted to attract new industry to the area. When these attempts failed, the

residual pattern of development and presence of environmental contamination frustrated efforts to appropriately reuse the area.

Heyer, Gruel and Associates was retained in 1997 by the Town of Harrison to prepare a Redevelopment Study for the Area. The 1997 Harrison Redevelopment Study concluded that the Redevelopment Area met the “a,” “b,” “c,” “d” and “e” criteria of the Local Redevelopment and Housing Law, and that some properties were included pursuant to N.J.S.A. 40A:12A-3. In 1998 the Heyer, Gruel and Associates prepared a Redevelopment Plan for the Area which was amended in 2003.

As redevelopment of the Waterfront Redevelopment Area proceeded, the Town moved to condemn a variety of small businesses, including a truck tire repair shop, a used car dealership, and some industrial properties. These business owners challenged the designation in the 1997 Study in the published decision which would become known as Harrison Redevelopment Agency v. DeRose 398 N.J. Super. 361 (App. Div. 2008). In this 2008 case, the Appellate Division found that the notice process for the original Redevelopment Study was deficient. Additionally, the Court remanded the case to the Trial Court to consider the 1997 Redevelopment designation based on the impacts of the Gallenthin Realty Development, Inc. v. Borough of Paulsboro 191 N.J. 344 (2007) decision.

In 2008 Heyer, Gruel and Associates prepared a Supplemental Report which reviewed the 1997 Study designations based on changes in the way the Local Redevelopment and Housing Law has been interpreted since 1997, including the Gallenthin decision. The 2008 Supplemental Report concluded that the Waterfront Redevelopment Area continues to meet the statutory criteria as an area in need of redevelopment even in a post-Gallenthin environment, for a variety of reasons. Even under a post-Gallenthin analysis, the Area as a whole in 1997 had “other conditions related to title or ownership” and “diverse ownership of real property,” and therefore met the “e” criteria. In addition to the “a,” “b,” “c,” and “d” criteria, a number of areas also met what is commonly known as the Section 3 standard. Specifically as part of the Section 3 standard, all of the objector’s

properties are located within the core of the Redevelopment Area adjacent to the PATH station. From a Transit Oriented Development (TOD) perspective, all of these properties are the anchor of the entire Redevelopment Plan. Ms. Gruel was deposed for 3 days on the contents of the 1997 Study and 2008 Supplemental Report.

The remand trial began in the summer of 2008. A settlement with the objectors was reached during the trial which related to the “value” of their property. The Town of Harrison continues to move forward with successful Redevelopment of the Waterfront Redevelopment Area. The first two phases of residential development, known as River Park at Harrison have been completed. A new parking garage adjacent to the PATH station opened in mid-January 2010. The new soccer stadium for the New York Red Bulls opened in March 2010. The construction of new mixed use development adjacent to the parking garage has begun.

- *Township of South Orange Village*

Heyer, Gruel & Associates has prepared several Redevelopment studies for South Orange Village. These studies all focus on revitalizing the Central Business District with particular emphasis on the station area. The first step for the Village was the South Orange Train Station Redevelopment Area. Heyer, Gruel and Associates prepared the Station Area Redevelopment Study in 1994. This Study required consultation with NJ Transit as the study area comprised the station area which is NJ Transit owned property. Subsequently, Heyer, Gruel and Associates prepared a 1995 Redevelopment Study for the surrounding South Orange Central Business District. This report determined that 8 blocks in the center of the Village met the “in need of redevelopment” requirements. This designation was contested by several property owners within the area. The objectors argued that there was an insufficient basis to justify the municipal governing bodies' determination that the designated area needed development. Due to this litigation Ms. Gruel was deposed and testified at the Law Division.

In the 1998 Appellate decision Forbes v. Board of Trustees of the Township of South Orange Village 312 N.J. Super. 519, 712 A.2d 255 (App. Div. 1998) the designations

were upheld. The Forbes court held that there was, as required under the Redevelopment Law, "substantial evidence" before the trial judge supporting the municipality's conclusion that an area of the South Orange Central Business District was "in need of redevelopment." This decision is cited by the Gallenthin decision as support for its conclusion that the "other condition" phrase in criterion "e" is not a universal catch-all that refers to any eventuality. In particular, the Forbes Court found that the area clearly met the standards of the "d" and "e" criteria, which is significant given the similar interpretations of the "e" criterion in both Forbes and Gallenthin. The Court also held that not inspecting the interiors of the buildings in the redevelopment area did not render the municipality's findings fatally defective.

Since the 1998 decision, Heyer, Gruel and Associates prepared additional redevelopment studies for the Village. Redevelopment of the station area was the first step in the overall revitalization efforts of the CBD. It included major station improvements proposed by NJ Transit, the upgrade of the existing storefronts for commercial use, and additional station area parking. The South Orange Performing Arts Center opened in 2006 and features five movie theaters with total of 600 seats, a 415-seat performance theatre with a balcony and a multi-purpose room that can be used for community events, such as a catering hall or rehearsal space. Eden Gourmet, a grocery store, opened in 2006. Other projects in various stages of implementation include new luxury multifamily housing, new retail and new mixed-use development.

- *Borough of Palmyra*

Heyer Gruel & Associates prepared a post-Gallenthin supplemental report for the Borough of Palmyra Route 73 Redevelopment Area. The Study Area analysis indicates that portions of the Study Area meet the "b", "c", "d", and "e" criteria as established by Section 5 of the LRHL as a Redevelopment Area. In addition, a number of parcels in the study area did not meet the redevelopment criteria but were necessary for the effective redevelopment of the area as per Section 3 of the LRHL. The portion of the area designated under criterion "e" was the National Amusements property due a variety of factors, including the presence of paper streets and issues of title. Currently this study is

undergoing court challenge due to objections by a commercial property owner within the area.

Representative Redevelopment Studies

The supplemental redevelopment study reports for the Town of Harrison, Palmyra Borough and Woodbridge (Hart Street) are enclosed.

References

Town of Harrison
Mayor Raymond McDonough
517 Hamilton Street
Harrison, NJ 07029
Phone: (973) 483-2055

Relevant project: Preparation of original and Supplemental Redevelopment Studies for Waterfront Area. Completed on schedule and within budget. See attached Supplemental Study.

John Gross, Village Administrator
Township of South Orange village
101 South Orange Avenue
South Orange, NJ 07079
Phone: (973) 378-7715

Relevant project: Preparation of Redevelopment Study for CBD. Completed on schedule and within budget.

Robert Landolfi, Administrator
Woodbridge Township
Municipal Building
1 Main Street
Woodbridge, NJ 07095
Phone: (732) 634-4500

Relevant project: Preparation of Redevelopment Studies. Completed on schedule and within budget. See attached Hart Street Study.

Palmyra Borough
Theodore Rosenberg, Borough Solicitor
20 W Broad Street
Palmyra, NJ 08065
Phone: (856) 829-6100
Fax: (856) 829-4096

Relevant project: Preparation of Supplemental Redevelopment Study for the Route 73 Redevelopment Area. Completed on schedule and within budget. See attached Supplemental Study.

MAST Construction Services, Inc.

MAST Construction Services, Inc., was founded in 2001 by Ted Domuracki. MAST Construction Services, Inc. offers project management, construction management, program management, owner's representation and distressed projects consulting for various market sectors including institutional, educational, recreational, commercial, mixed-use residential and containing care communities.

The firm is qualified with the following entities:

- PANYNJ – Port Authority of NY and NJ
- NJTA – NJ Turnpike Authority
- DPMC – NJ Department of Property Management and Construction
- SDA – NJ Schools Development Authority
- GSA – General Services Administration

E. TECHNICAL APPROACH/SCHEDULE

Technical Approach

Based upon our extensive experience in the area of redevelopment planning, it is readily apparent that the process of designating areas in need of redevelopment has changed dramatically. Case law has significantly raised the bar for the preparation of studies, the process has become considerably more confrontational, and the general public is more skeptical any time the word redevelopment is used.

Hoboken is no exception. Property owners, interest groups and the development community all have a keen interest in Hoboken's redevelopment. Any process which relies solely on the minimum set forth in the LRHL is likely to be controversial and protracted.

With respect to the proposed study area, the Master Plan and zoning are currently out of sync. Rumors about potential development are widespread. Hoboken's stakeholder's has been historically cautious with respect to large scale development.

In order to maintain transparency and to move forward with some general consensus, it is recommended that a pre-designation planning process be conducted to determine a general direction for the redevelopment of the Area. If redevelopment is to be the tool ultimately selected, the process could move forward more quickly than it would have without an established "consensus vision".

We recommend meetings with the Authority, City representatives, and other representatives deemed appropriate up front to discuss what steps should be undertaken and decide on what strategy to follow. In any case, meetings with the property owners and businesses in the Study Area as well as the general public should occur before any Report is released. Although it is unlikely that there will be an overwhelming consensus, a general development strategy should be established. At a minimum, this process will provide an opportunity to separate fact from fiction and give stakeholders a forum to provide input. We are not suggesting that these meetings will delay the process since the data gathering and review can occur concurrently with the meetings.

Based upon input obtained through the process, strategic modifications may be considered (e.g. eliminating some parcels, dividing the Study Area into multiple studies or proceeding with the entire area as one Study.)

In defining the area, Heyer, Gruel & Associates occasionally recommends that communities narrowly define the Area to the minimum that is necessary to achieve the vision. Too broadly defining an area can often lead to increased public controversy and open the Study to greater challenge. It is understood that large redevelopment areas sometimes are necessary particularly when working with former industrial areas and dilapidated commercial corridors. In cases where the Area to be studied is large, we often recommend that the area be broken down into sub-areas, with separate studies performed for each sub-area. This technique can address a challenge by a single property owner that can frustrate the redevelopment of the entire Area. Studies may proceed simultaneously and need not slow the overall process.

Detailed Tasks

The following provides a detailed discussion of each task as noted in Attachment A:

Task A:

The consultant will meet with representatives of the Authority, City Staff and others as required to accomplish the following tasks:

- Determine preliminary strategy (e.g. divide area into a number of “freestanding” study areas, eliminate certain parcels from the study, and proceed with one study area, or proceed with the entire study area).
- Address the transparency issue. Identify all stakeholders. Establish timeframe to meet with them, if deemed appropriate.
- Discuss potential problem parcels.
- Identify documents, data, reports, maps and other baseline information.
- Identify contact person(s) for the City and the Authority.
- Assess risks and challenges.
- Refine and confirm work program and time schedule.

Task B:

The consultant team will access and review all data, documents, mapping and all other information by parcel/area including but not limited to:

- Applications for building permits
- Code violations (e.g. fire, building, health, housing)
- Variance and development applications- City Planning Board and Zoning Board
- Police records (for the Study Area and the City as a whole e.g. traffic and accident reports, crime and incident reports)
- Extent of real estate transactions/property transfers/ownership trends- City tax assessment records, County records
- Tax appeals
- Tax assessment data by block and lot- owner, address, lot size, land use, value
- Economic baseline conditions by lot, area- comparison to the City
- Economic activity and productivity (e.g. number of businesses, number of people employed on sites, occupancy/vacancy rates.
- Contaminated sites data from NJDEP and any other site specific environmental assessment reports- NJDEP, EPA, PB/ZBA applications
- Floodplain data/mapping- FEMA/NJDEP
- 2004 Hoboken Master Plan
- 2010 draft Hoboken Reexamination Report
- City Zoning Ordinance (existing and any proposed revisions)
- Other relevant City, County and State planning documents
- Status of utilities and any Plans (e.g. sewer treatment plant and power substation)
- Storm water Management Plan
- Circulation network- existing conditions, City, County, NJTPA, state plans (e.g. traffic volumes, intersection issues, crash data, public transportation)
- Current and historic aerials
- Sanborn maps
- Rutgers collection for other relevant maps
- Adjacent development activity including activity in Weehawken and Union City

Task B 1: (optional)

At the same time that the data review task occurs, it is recommended that meetings be held with stakeholders including property owners, tenants and residents. The purpose of these meetings is to explain the process and solicit information from them regarding specific sites and an overall development strategy for the Area. A memo will be prepared by the consultant detailing the results of the stakeholder meetings. The consultant will meet with the City and Authority representatives after the meetings occur to review the status, make any modifications to the process and strategy and reassess risks.

Task C:

Heyer, Gruel & Associates and MAST Construction Services, Inc. will undertake a site visit of the study area including a detailed site/visual assessment of each parcel. The Area assessment will also evaluate the relationship of each parcel to the public realm (e.g. sidewalks, curbing, stormwater, street condition, parking, driveway access).

Permission from property owners to conduct on site investigations and interior inspections will be sought prior to undertaking site visits. Photographs will be taken of each parcel to document existing conditions particularly in relationship to the statutory criteria.

For those properties where permission to perform an interior inspection has been received, the interior conditions will be documented particularly with respect to the “a” and “b” criteria. For example, has the building been abandoned? Has the use been discontinued? Are the “generality of buildings” substandard, unsafe, unsanitary, dilapidated or obsolescent? (e.g. boarded windows, crumbling foundations, rotted cornices and window frames, leaking roof, unsafe loading docks)?

The site and interior inspections will also evaluate the number of businesses and employers and the extent of economic activity. We will also determine the level of vacancy and the length of vacancies through real estate broker interviews.

For those parcels where on site investigation is not allowed by the owners, on site conditions will be evaluated from the public rights of way and from available aerial photographs, as approved by the Authority in advance.

A draft Field Investigation Report will be prepared documenting the field inspections as detailed in Task C. A meeting with Authority representatives, City staff and others as deemed appropriate will occur where the draft Report will be discussed. Subsequent to the meeting, the draft will be revised to incorporate any comments.

Task D:

The consultant will prepare a draft Preliminary Investigation Report (PIR). The PIR will evaluate each property in light of the redevelopment criteria and link “substantial evidence” to the criteria. Previously, redevelopment studies were granted a broad presumption of validity. Although the “substantial evidence” requirement have been used for years, the standard has become more difficult to meet in the post-Gallenthin environment. The Report will also address the “blighting influence” of the Area upon the general vicinity/City, a second key outcome of the Gallenthin discussion. The PIR will incorporate the Final Field Investigation Report. The manner in which this Report will be incorporated will be determined at the time the draft PIR is prepared.

A description of the physical conditions of the Study Area will include at a minimum, the following:

- A discussion of the historic evolution of development in the Study Area. Conditions such as when were the lots were created and how did the street network develop will be discussed. Sanborn maps and historic aerials will be used.
- Any Easements and deed restrictions will be discussed.
- A detailed analysis and mapping of existing land uses will be provided.
- A description of site and building conditions will be based upon the onsite field assessment or, in the alternative, evaluation from the public rights of way and aerials and review of building permits, code violations and variance and development applications.

A description of the environmental conditions will include, at a minimum, the following:

- Contaminated sites
- Floodplains
- Drainage/stormwater issues. These conditions will be identified and mapped

The PIR will contain a detailed description of the economic conditions within the Study Area and its relationship to the City and County. This section will consider such factors as:

- The number of businesses in the Area
- The number of people employed on site
- The extent of building vacancies
- The extent of real estate transactions/property transfers

The Area will also be discussed in relation to the circulation and utilities network including:

- Existing roadway conditions
- The extent of public transportation serving the Study Area
- Traffic volumes
- Intersection issues
- Crash data
- Proposed infrastructure improvements will be identified along with relevant regional transportation issues that may affect the Study Area

This information will be graphically shown.

The PIR will contain a detailed discussion of the Study Area in relation to the following planning documents:

- The 2004 City Master Plan
- The 2010 draft Reexamination Report
- The existing zoning (including any proposed revisions)
- Any other relevant City, County, State and adjacent municipal Plans

All relevant documentation to meet the “substantial evidence” standard will be included in the PIR. This includes, at a minimum, photographs, aerials, maps and relevant public records.

Those properties that meet the “e” criteria will be identified. However, recent court cases have altered the criteria upon which planners may conclude that a property is “in need of redevelopment.” Prior to Gallenthin, many planners widely used the “e” criterion, relying on a variety of conditions to document stagnation and lack of full productivity of an area or site. Gallenthin did not eliminate the use of the “e” criterion but dramatically narrowed its use. Post-Gallenthin, designations of a parcel based on the “e” criterion are still valid due to “conditions of title, diverse ownership or other conditions” (related to the title or ownership).

As a result of this change in interpretation, more emphasis has been placed on the use of Section 3 (inclusion of “non blighted” parcels). The use of Section 3 however, requires objective evidence to determine whether a property is necessary for the effective redevelopment of the area. The use of Section 3 creates however a “Catch 22”. It is difficult to determine whether a parcel is “necessary” for effective redevelopment without a plan.

A map will be prepared that graphically identifies the criteria applied to each parcel.

The draft PIR will be submitted to the Authority, City staff, and others, as deemed appropriate, for review and comments. The consultant will revise the PIR based upon comments, as deemed appropriate.

Task E. Provide Testimony

Both Susan Gruel and Fred Heyer, have substantial experience in testifying at Planning Board hearings on redevelopment. These hearings are important in reinforcing and supplementing the report since the transcript of the hearings is ultimately part of any court record. *Both* Principals are aware of the importance of these hearings, particularly when there are objectors and professionals. Ms. Gruel and Mr. Heyer often collaborate with attorneys and other professionals to prepare questions and critique the objector’s planning report and testimony.

During direct testimony, the experts will be sworn in and provide a summary of the report addressing the “substantial evidence” criterion and “blighting” influence, where applicable. Graphics will be used including the possible use of a powerpoint to supplement the presentation. We will meet with Authority and City staff including the Planning Board attorney and others as deemed appropriate, to review the presentation materials. Based upon comments, revisions will be made, as appropriate. MAST Construction Services, Inc. will also provide testimony to document the physical condition of the buildings.

Task F: Meet with City Council

Fred Heyer and/or Susan Gruel will meet with City Council to present the recommendations of the Planning Board and answer any questions that Council members may have. Prior to the City Council meeting, we will meet with the Authority and City representatives to prepare for the meeting. There is a need to clearly define the process so that City Council and the public clearly understand that the City Council meeting is not a public hearing “redo”.

E. Schedule

Task	Month					
	1	2	3	4	5	6
Task A: Kickoff meeting						
• Project Kickoff Meeting ①	*					
Task B: Document/Data Review						
• Compile list of documents	*					
• Document Review						
Task B 1: (optional) Public Participation/Development Strategy						
• Meetings with Stakeholders						
<i>Deliverable: Memo of results of meetings</i>		✓				
Task C: Field Verification/Draft Investigation Report						
• Site Visit(s) ②	**					
• Meet with Authority/City	*					
<i>Deliverable: Draft Field Investigation Report</i>		✓				
• Revise draft						
Task D: Preliminary Investigation Report						
• Prepare preliminary Draft Investigation Report						
<i>Deliverable: Draft PIR</i>				✓		
• Present draft PIR to Authority/City				*		
• Incorporate comments						
Task E: Provide testimony at Planning Board						
• Provide testimony at Planning Board ③					**	**
Task F: Meet with City Council						
• Meet with City Council						*

① kickoff meeting within 10 days of authorization to proceed

② site visit within 30 days of authorization to proceed

③ assumes 2 Planning Board meetings/hearings

Deliverables:

- 5 printed copies and 1 CD of the PIR after comments
- A copy of each presentation and presentation exhibits after comments

F. MANAGEMENT APPROACH

Clear communication and timely decision making are crucial to this project's success. This is an iterative project rather than a linear one. It will require continuous dialogue changes in facts and emerging circumstances may warrant as occasional step backward before the project can proceed. Due to proposed time frame and complexity of the project, conference calls between Heyer, Gruel & Associates and the Authority/City may be as often as 3 times a week. Action items for discussion will be emailed the day before.

Heyer, Gruel & Associates will develop a computerized, task-oriented schedule for this Project to ensure all members of the team are aware of progress made and deadlines to be met. The schedule will be updated weekly, at a minimum, based on actual experience.

We have also structured our meetings with the Authority and City to provide this back and forth at key milestones in the schedule.

The Port Authority of New York & New Jersey
HOBOKEN NORTH END REDEVELOPMENT STUDY

Date: 2/2/11

FRM	SCORE	Cost	NOTES
AKRF	62.5	\$108,245	
Clarke Cotton Hintz	89	\$51,444	
Heyer and Gruel	73	\$83,252	
Phillips Preiss Grygiel	81.5	\$49,060	

Ex.
5

Technical Ratings: Excellent = 10 Good = 9 - 8 Fair = 7 - 6 Unsatisfactory = 5 - 0
