

RESOLUTION NO: 1-2012

Member Murkiewicz introduced and moved the following
Resolution and Member McKee seconded the motion.

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AMENDING THE AGREEMENT WITH GRA
ARCHITECTS, INC. (AMENDMENT #2) RELATING TO THE
UNION COUNTY CHILD ADVOCACY CENTER PROJECT**

WHEREAS, the Union County Improvement Authority (the "Authority") has been created by a resolution of the Board of Chosen Freeholders of the County of Union (the "County") as a public body corporate and politic of the State of New Jersey, pursuant to, and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44, et seq., and the acts amendatory thereof and supplemental thereto (the "Improvement Authorities Law"); and

WHEREAS, the Union County Improvement Authority (the "Authority") and the County have entered into a Shared Services Agreement whereby the Authority has assumed a number of responsibilities relating to and in support of the proposed renovation and/or construction of the Union County Child Advocacy Center Project (the "Project"); and

WHEREAS, as a result of the aforementioned Shared Services Agreement relating to the Project, the Authority assumed the agreement from the County (via resolution #41-2010, dated May 5, 2010) with GRA Architects, Inc for the purpose of rendering architect and contract administration services, in the amount of \$198,260.00; and

WHEREAS, the Authority approved Amendment #1 to the agreement with GRA Architects, on May 4, 2011, in the amount of \$39,270.00; and

WHEREAS, as a result of substantial additional review and site time required as a result of Project delays, (see attached proposal), it is now necessary to amend the construction phase of the agreement with GRA Architects, Inc in the amount of (not to exceed) \$38,720.00; and

NOW THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Authority hereby agrees to amend (Amendment #2) the construction phase of the agreement with GRA Architects, Inc in the amount of (not to exceed) \$38,720.00 for the purposes contained herein and as they relate to the Project.

The foregoing resolution was adopted by the following roll call vote:

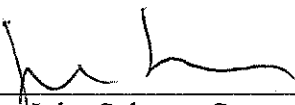
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson	✓			✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, **JOHN SALERNO**, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AMENDING THE AGREEMENT WITH GRA ARCHITECTS, INC. (AMENDMENT #2) RELATING TO THE UNION COUNTY CHILD ADVOCACY CENTER PROJECT** is a true copy of a resolution adopted by the governing body of the Improvement Authority on January 11, 2012.

**UNION COUNTY IMPROVEMENT
AUTHORITY**

By: 
John Salerno, Secretary

Dated: January 11, 2012

[Seal]



GRA Architects, Inc. 312 Springfield Ave. Suite 2 Berkeley Heights, NJ 07922 Phone: 908 464 5100 Fax: 908 516 2267 www.graarchitects.com

November 30, 2011

Charlotte DeFilippo, Executive Director
Union County Improvement Authority
10 Cherry Street
Elizabeth, NJ 07202

Re: Revised Proposal for Supplemental A&E Services
Union County Child Advocacy Center
242 W. Jersey St. Elizabeth, NJ
GRA Project # 109150-001

Dear Ms. DeFilippo:

As a result of the Contractor's project management & financial deficiencies and the subsequent insertion of the Surety & new project management team, the Construction Schedule has been expanded through March 2012 with substantial completion & TCO targeted for 2/29/2012 & punch list & other items to be completed by the end of March 2012. This will result in additional services by the Architect and his Engineering consultants as follows:

- A. An additional 4 months (18 weeks) of Construction Administration services beyond the proposed 10 month schedule.
- B. There have been supplemental services that were performed by our MEP consultants, French & Parrello including additional ACM Abatement field work, excessive shop drawings review; structural analysis of water damaged building; supplemental drawings requested by Contractor.
- C. Supplemental Jobsite visits by the Architect with follow-up report in order to monitor progress in more frequent intervals than the bi-weekly visits in order to furnish the Owner (UCIA & UC) with timely information to observe progress and respond to any contractor field issues. We recommend a minimum of two (2) visits per week for the duration of the project (approximately 18 weeks).



GRA Architects, Inc. 312 Springfield Ave. Suite 2 Berkeley Heights NJ 07922 Phone 908.464.9166 Fax 908.516.2260 www.graarchitects.com

The specific scope of services and corresponding professional services time and costs are listed below.

DESCRIPTION OF ADDITIONAL/REVISED SERVICES

<u>Task</u>	<u>Total Hours</u>	<u>Cost</u>
A. -Additional CA Services for 4 months based on a per month cost	GRA Sr. Proj. Mgr - 20 Designer Draft -16	\$2,800. 1,280. \$4,080.
Subtotal A		\$16,320.
B. Supplemental Engineering Service	French & Parrello	
• Supplemental Shop Drawing	PM ... -8	\$1,400.
• Addl ACM abatement visits	Proj. Eng- Envir 4	600.
• Structural report & analysis	Engineer/Drafter- 24	1,800.
• Electrical coordination drawings	Str. Eng-Struc - 16	2,400.
Subtotal B		\$6,200.
C. Supplemental jobsite visits/ visit basis Recommend to visits per week x 18 wks= 36	GRA Site visit 2-3 hours/trip Report 1 hour * incl. mileage	*\$450/trip x 32 wks
Subtotal C		**\$16,200.
TOTAL ADDITIONAL FEE		**\$38,720.00
** Note: This fee will be invoiced on a per visit basis. The Owner may chose to postpone or modify the frequency based on the Contractor performance.		

Upon review & approval, kindly process this request to the Union County Improvement Authority Board & the Union County Prosecutor's office for approval. As always, call me if you have any questions or require any additional information.

Very truly yours,

GRA Architects, Inc.
James J. Ramentol, AIA
Principal
JJR/jr

Cc: J.Binney-Decotiis, Fitzpatrick, etal; J. Esmerado- UC, G. Polanco-GRA; file

File Documents 01 PROJECT FILES 07/31/01 County of Union Child Advocacy Union Co Child Advocate Center 14-A-0013-0000-11060114-c

Member Miskiewicz introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING CHANGE ORDER NO. 11 TO THE
CONTRACT WITH CGT CONSTRUCTION, INC. FOR THE
CONSTRUCTION OF THE UNION COUNTY CHILD ADVOCACY
CENTER LOCATED AT WEST JERSEY STREET IN
ELIZABETH, NEW JERSEY**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders ("Board"), as public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, the Authority and the County of Union ("County") have previously entered into a shared services agreement by and between the Authority and the County for the provision of services in connection with the Union County Child Advocacy Center Project ("Project"), pursuant to which the Authority and the County determined that the Authority shall be responsible for the implementation of construction of the Project; and

WHEREAS, in accordance with the Agreement, in December 2010, the Authority sought bids pursuant to New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* for the construction of the Project and on January 19, 2011, awarded the contract in the amount of \$2,190,000 (the "Contract") for the Project to CGT Construction, Inc. (the "Contractor"); and

WHEREAS, due to the need for front façade modifications at the first floor windows and removal of hidden slate roof materials; and

WHEREAS, the Contractor has proposed Change Order No. 11 to the Project, increasing the overall cost of the Contract by \$13,181.00, which will reflect the Contractor's increased third-party costs.

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Change Order No.11 to the Project in the form attached hereto and made a part hereof be approved, and the Contract between the Authority and the Contractor be modified to reflect the increased cost of \$13,181.00 for the Project, bringing the total Project cost to \$2,303,684.22; and

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

The foregoing resolution was adopted by the following roll call vote:

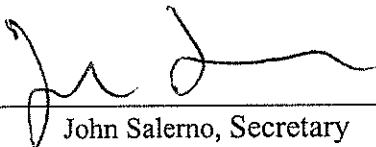
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING CHANGE ORDER NO. 11 TO THE CONTRACT WITH CGT CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE UNION COUNTY CHILD ADVOCACY CENTER PROJECT LOCATED AT WEST JERSEY STREET IN ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on January 11, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By:  _____
John Salerno, Secretary

Dated: January 11, 2012

[SEAL]

AIA Document G701TM – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 011	OWNER: <input type="checkbox"/>
Union County Child Advocacy Center	DATE: December 29, 2011	ARCHITECT: <input type="checkbox"/>
242 W. Jersey St.		CONTRACTOR: <input type="checkbox"/>
Elizabeth, NJ 07202		FIELD: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 09251-001	OTHER: <input type="checkbox"/>
CGT Construction, Inc.	CONTRACT DATE: February 01, 2011	
10 Franklin Avenue	CONTRACT FOR: General Construction	
Edison, NJ 08837		

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

This change order is a result of Architect's directive to provide a cost for the revision from Bulletin #4 dated 10/14/11 including: Changes to Conference Rm 124; Door relocation in Rm. 209; front façade modifications at first floor windows; and, removal of existing slate roof hidden under the existing high sloped roof and as noted per the Architect's sketches SK-17, 18 & 19 dated 10/14/11 and includes all items listed therein as indicated on Attachment - 11A.

The items are enumerated in the Contractor's Request for Change Order No. 1755-10-015 (\$13,181.00) dated 11/029/11 which is Attachment 11A.

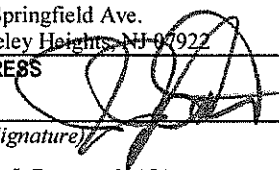
The original Contract Sum was	\$	2,190,000.00
The net change by previously authorized Change Orders	\$	100,503.22
The Contract Sum prior to this Change Order was	\$	2,290,503.22
The Contract Sum will be increased by this Change Order in the amount of	\$	13,181.00
The new Contract Sum including this Change Order will be	\$	2,303,684.22

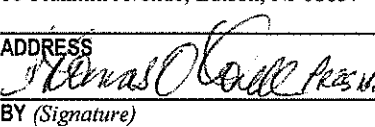
The Contract Time will be unchanged by Zero (0) days.

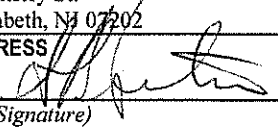
The date of Substantial Completion as of the date of this Change Order therefore is February 29, 2012

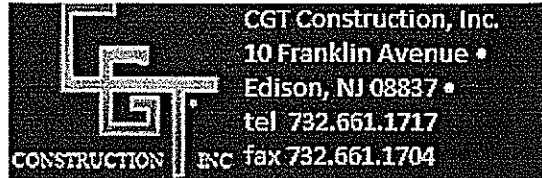
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

GRA Architects, Inc..
ARCHITECT (Firm name)
 312 Springfield Ave.
 Berkeley Heights, NJ 07922
ADDRESS

BY (Signature)
 James J. Ramentol, AIA
 (Typed name)
 12/29/11
DATE

CGT Construction, Inc..
CONTRACTOR (Firm name)
 10 Franklin Avenue, Edison, NJ 08837
ADDRESS

BY (Signature)
 Thomas O'Connell - President
 (Typed name)
 1/5/11
DATE

Union County Improvement Authority
OWNER (Firm name)
 10 Cherry St.
 Elizabeth, NJ 07202
ADDRESS

BY (Signature)
 Anthony Scata
 (Typed name)
 1/11/12
DATE



Owner Change Order Request

COR #: 15 REV1

Document ID: 24COR 15

Interior & Exterior Alterations of UCCAC
Project ID #: 0192
Interior & Exterior Alterations of UCCAC

Issued Date: 11/29/2011
Re-Submit Date:
Req. Response Date:

TO:

Union County Improvement Authority
10 Cherry Street
Elizabeth, NJ 07202

Contact: Mark W. Brink

RE: Bulletin 4 and misc items

Generated by:

Change Result of: Field Conditions

FROM:

CGT Construction Inc.
10 Franklin Avenue
Edison, NJ 08837

Contact: Kevin MacDonald

Schedule Impact: TBD (Cal. Days)

Status: OPN

Cost Code	Detail Code	Trade	Amount
01252		Subcontractor Fee /	\$1,413.75
06100		Rough Carpentry /	\$625.00
06100		Rough Carpentry /	\$0.00
06100		Rough Carpentry /	\$0.00
06100		Rough Carpentry /	\$1,200.00
06100		Rough Carpentry /	\$1,800.00
06100		Rough Carpentry /	\$541.93
06100		Rough Carpentry /	\$2,050.00
06100		Rough Carpentry /	\$1,550.00
06100		Rough Carpentry /	\$850.00
08001		Misc. Doors and Windows /	\$2,000.00
12350		Specialty Casework /	\$0.00
12350		Specialty Casework /	(\$1,000.00)
15400		Plumbing /	\$1,500.00
16050		Electrical Procedures /	\$650.00
00000		Profit /	\$0.00

Total (\$13,180.68) rounded to **\$13,181.00**

Notes:

This COR is for the work changes described in Bulletin 4 and several other miscellaneous change requests.

- * The approval of this document is important to the progress of the job. Your approval is required as soon as possible.
- * Accumulation of changes affecting the scope of work with no request for additional time may result in a COR for a time extension.
- * **We will not proceed with changes until response is received.**

Owner Change Order Request

Document ID: 24COR 15

COR #: 15 REV1

Interior & Exterior Alterations of UCCAC

Project ID #: 0192

Interior & Exterior Alterations of UCCAC

Issued Date:

11/29/2011

Re-Submit Date:

Req. Response Date:

Upon signature of the Owner, this form will serve as our written authorization to proceed with the above work pending an official change order to our contract showing the revised contract amount.

CGT CONSTRUCTION INC.

agent
CONTRACTOR *for CGT*

10 Franklin Avenue

ADDRESS

Edison, NJ 08837

Kevin MacDonald
1/5/12

DATE

GRA ARCHITECTS, INC.

OWNER REPRESENTATIVE or ARCHITECT

312 Springfield Avenue

ADDRESS

Berkeley Heights, NJ 07922

DATE *1/5/12*
James J. Ramenhol

DATE

UNION COUNTY IMPROVEMENT
AUTHORITY

OWNER / PARTNER

10 Cherry Street

ADDRESS

Elizabeth, NJ 07202

Mark W. Brink

DATE

Member Mushenry introduced and moved the adoption of the following resolution and Member McGee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING CHANGE DIRECTIVE NO.1 FOR
THE CONSTRUCTION OF THE UNION COUNTY CHILD
ADVOCACY CENTER LOCATED AT WEST JERSEY STREET IN
ELIZABETH, NEW JERSEY**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders ("Board"), as public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, the Authority and the County of Union ("County") have previously entered into a shared services agreement by and between the Authority and the County for the provision of services in connection with the Union County Child Advocacy Center Project ("Project"), pursuant to which the Authority and the County determined that the Authority shall be responsible for the implementation of construction of the Project; and

WHEREAS, in accordance with the Agreement, in December 2010, the Authority sought bids pursuant to New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.* for the construction of the Project and on January 19, 2011, awarded the contract in the amount of \$2,190,000 (the "Contract") for the Project to CGT Construction, Inc. (the "Contractor"); and

WHEREAS, the County has proposed a Change Directive, Change Directive No. 1 (see attached proposed "vendor") for the installation of additional cables and equipment for enhanced data and telecommunications equipment necessary for the Project; and

WHEREAS, the County had previously entered into an agreement with the Vendor [see Alliance Telecommunications Contractors, Inc.], via the County's Cooperative Pricing System #CK-06Union, for installations at all County facilities, including but not limited to, the Project site, and thereby providing accommodation of the agreement with said vendor to all "Local Governmental Contracting Units," including but not limited to the Authority; and

WHEREAS, the Authority/Owner [County] has reserved the right to perform separate contracts related to the Project via Article 6 of the Project General Conditions and Supplementary Conditions; and

WHEREAS, the County has proposed Change Directive No. 1 to the Project, increasing the overall cost of the Contract by \$35,075.00, which will reflect the increased third-party costs.

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Change Directive No.1 to the Project in the proposal attached hereto and made a part hereof be approved, at an increased cost of \$35,075.00 for the Project, bringing the total Project cost to \$2,338,795.22; and

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

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING CHANGE DIRECTIVE NO. 1 FOR THE CONSTRUCTION OF THE UNION COUNTY CHILD ADVOCACY CENTER PROJECT LOCATED AT WEST JERSEY STREET IN ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on January 11, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: January 11, 2012

[SEAL]



Alliance
TELECOMMUNICATIONS
DATA, VOICE, FIBER
NETWORK INTEGRATORS

Scope

January 3, 2012

The County of Union
Administration Building
Elizabeth, NJ 07207

Attn: Mr. John Esmerado

Proposal #2266-2 Child Advocacy Center Option 2

Scope of work

The scope of work for this project shall consist of the following labor and material to install cabling for the new Child Advocacy Center Building

1. HORIZONTAL CABLE

The media will be Blue Category 6, CMP cable for Data and White Category 6, CMP cable for voice. The project consists of the following locations:

50ea – 2D/1V (Split Voice) Wall Locations
2ea – 2D/1V (Split Voice) Floor Box Locations
1ea – 1V Wall Phone Location

There is a total of (157) horizontal cable runs on this project. All cabling shall be neatly laced and dressed. All installed cable runs must be non-broken, non-repaired, and non-spliced.

Horizontal pathways should consist of J-hooks and surface raceway. The J-hooks should be located on 4ft to 5ft centers to support and distribute the cable's weight.

2. TELECOMMUNICATIONS ROOM (TR)

There is (1) communication closet for the project.

Alliance will install one 19in two post rack in the basement. Vertical wire manages will be installed on the rack for proper patch cord management.

Alliance will install a ladder tray system with in the MDF to properly route the station cables into the rack.



Alliance TELECOMMUNICATIONS

**DATA, VOICE, FIBER
NETWORK INTEGRATORS**

3. AV CABLING

Alliance will provide and install one CAT 6 and one Multi Media cable in the ceiling of Conference Room 124 to a wall plate in the same room. This will be utilized for future AV applications

4. TESTING CABLES

Each cable will be link certified to CAT 6 specifications with a level III tester. All test results are to be delivered to the customer upon project completion.

5. FIRESTOPPING

Cable pathways should be firestopped in accordance with ALL applicable codes.

6. LABELLING AND IDENTIFICATION

Printed labels shall be provided and installed for all jacks, Termination blocks, on cables, and pathways. Each faceplate will be machine labeled to reflect its corresponding termination block position. Each termination block position will be machine labeled to reflect its corresponding faceplate. The labels will be white with black letters. Station numbers will be supplied on a blue print upon award.

7. CONCERNS AND CONSIDERATIONS

All work is to be completed during normal working hours 7:00 am – 3:30 pm Monday through Friday. If acceleration to the work schedule is required an additional cost will be incurred. All poke thru penetrations and floor boxes will be provide by others.

Alliance is not responsible for the vertical riser pathway. It is our understanding that others will supply this pathway in order for the cables to reach their respective floors.

The labor price for this project was based on the contract cost of \$75.00per hour.

The material has been discounted by 7% as per our contract agreement.



Alliance
TELECOMMUNICATIONS

DATA, VOICE, FIBER
NETWORK INTEGRATORS

TOTAL LABOR	\$ 17,005.00
TOTAL MATERIAL	\$ 19,430.00
7% MATERIAL DISCOUNT	-\$ 1,360.00
TOTAL LABOR AND MATERIAL	\$ 35,075.00

This price does not include sales tax.

Any additions are subject to completed signed off change order by the customer.

If you have any questions, please give me a call.

Very truly yours,

Robert Kist
Alliance Telecommunications Contractors, Inc.

AK:bk

THIS PROPOSAL IS VALID FOR FIFTEEN (15) DAYS.

PLEASE INDICATE YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF
AND AGREEMENT WITH THE FOREGOING BY SIGNING THIS PROPOSAL
BELOW, DATING IT AND RETURNING IT TO ALLIANCE.

WE MUST RECEIVE YOUR SIGNED ACCEPTANCE BEFORE WORK WILL BEGIN.

**ACKNOWLEDGED, ACCEPTED
AND AGREED BY:**

_____ DATED: _____ P.O.# _____

Member Murphy introduced and moved the adoption of the following resolution and Member McGee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AND AUTHORIZING THE
EXECUTION OF A SECOND EXTENSION TO THE
TOLLING AGREEMENT FOR LITIGATION SEEKING TO
RECOVER COSTS ASSOCIATED WITH THE
ENVIRONMENTAL INVESTIGATION AND REMEDIATION
OF BLOCK 449, LOTS 1, 2, 9, 10, 11, 12, 13, 14, 15 IN LINDEN,
NEW JERSEY IN CONNECTION WITH THE SOUTH WOOD
AVENUE REDEVELOPMENT PROJECT**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders ("Board"), as public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, the Union County Improvement Authority (the "Authority") and the City of Linden ("City") entered into an Interlocal Services Agreement in January 2002, whereby the Authority is acting as the Redevelopment Agency, on behalf of the City, for the South Wood Avenue Redevelopment Area, which Interlocal Services Agreement has been amended from time to time; and

WHEREAS, the Authority acquired the property known Block 449, Lots 1, 2, 9, 10, 11, 12, 13, 14 and 15 in the South Wood Avenue Redevelopment Area (the "Property") through condemnation, which was settled pursuant to Resolution 98-07, adopted on November 7, 2007; and

WHEREAS, on or about July 24, 2007, the Authority filed a complaint against the former Property owners and occupants (the "Defendants") in the New Jersey Superior Court, Union County-Law Division, wherein the Authority sought, among other things, to recover from Defendants the costs associated with the environmental investigation and remediation of the Property in a lawsuit captioned Union County Improvement Authority v. Artaki, LLC, et al., Docket No. UNN-L-2572-07 (the "Environmental Litigation"); and

WHEREAS, in order to allow the environmental investigation and remediation of the Property to proceed, and to save the parties from presently expending resources on the Environmental Litigation, the Authority and Defendants desire to dismiss without prejudice the

claims that each raised in the Environmental Litigation, and to toll all applicable statutes of limitation, statutes of repose, and all other time related defenses associated with the Environmental Litigation (including, but not limited to laches, waiver, and estoppel), that relate to their respective claims; and

WHEREAS, on or about June 12, 2008, the Authority and the Defendants executed an agreement tolling the Environmental Litigation (the "Tolling Agreement") for a period that ended on or about June 12, 2009 and the Tolling Agreement provided for the tolling period to be extended by the mutual consent of the parties in writing; and

WHEREAS, on January 1, 2010, the Authority and the Defendants executed an extension of the agreement tolling the Environmental Litigation (the "Extension of the Tolling Agreement") for a period that ended on or about December 31, 2011 and the Extension of the Tolling Agreement provided for the tolling period to be extended by the mutual consent of the parties in writing; and

WHEREAS, the Authority has been actively pursuing the remediation of the Property, including most recently excavating lead impacted soil and the removal of ten (10) underground storage tanks and anticipated the need to conduct monitoring of potential contaminated groundwater; and

WHEREAS, the Authority and Defendants have agreed to a further extension of the Tolling Agreement for a period of one (1) year ending on or about December 31, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority that it hereby approves and authorizes the execution of a second extension to the Tolling Agreement in the Environmental Litigation of the Property located in the South Wood Avenue Redevelopment Area; and

BE IT FURTHER RESOLVED, that the Board of Commissioners of the Authority hereby authorize counsel for the Authority for this matter to execute all documents and take all actions necessary to effectuate the second extension of the Tolling Agreement; and

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

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

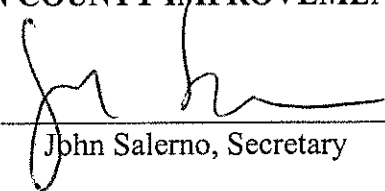
NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairman	✓			
Joseph W. Miskiewicz, V. Chairman	✓			
John Salerno, Secretary	✓			
Cherron Rountree, Treas.	✓			
Sebastian D'Elia, Member	✓			
Walter Boright, Member	✓			
Linda Hines, Member				✓
Carolyn Vollero, Member				✓
Samuel T. McGhee, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF AN EXTENSION TO THE TOLLING AGREEMENT IN LITIGATION SEEKING TO RECOVER COSTS ASSOCIATED WITH THE ENVIRONMENTAL INVESTIGATION AND REMEDIATION OF BLOCK 449, LOTS 1, 2, 9, 10, 11, 12, 13, 14, 15 IN LINDEN, NEW JERSEY IN CONNECTION WITH THE SOUTH WOOD AVENUE REDEVELOPMENT PROJECT** is a true copy of a resolution adopted by the governing body of the Improvement Authority on January 11, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary

Dated: January 11, 2012

SECOND EXTENSION OF TOLLING AGREEMENT

THIS SECOND EXTENSION OF TOLLING AGREEMENT (hereinafter the “Extension Agreement”) is made this ____ day of January, 2012, by and between the Union County Improvement Authority (“Plaintiff” or the “UCIA”), and Artaki, LLC, Michael Tzezairlidis, Alexandros Tzezairlidis, Katina Tzezairlidis, Anna Villani, and Villani Bus Company (collectively referred to herein as “Defendants”).

WITNESSETH:

WHEREAS, Artaki, LLC (“Artaki”) was the owner of certain real property, a building, and improvements commonly known and designated as 133 and 137 South Wood Avenue, Linden, New Jersey, and also known as Block 449, Lots 9 and 10, on the Official Tax Map of the City of Linden (the “Artaki Property”); and

WHEREAS, since December 1985, defendant, Michael Tzezairlidis, was the owner of certain real property, a building, and improvements commonly known and designated as 109 South Wood Avenue, Linden, New Jersey, and also known as Block 449, Lot 14 on the Official Tax Map of the City of Linden, and defendants Michael Tzezairlidis, Alexandros Tzezairlidis, and Katina Tzezairlidis were the joint owners of:

- a. the real property, buildings, and improvements commonly known and designated as 103, 105, and 107 South Wood Avenue, Linden, New Jersey, and also known as Block 449, Lots 1 and 15 on the Official Tax Map of the City of Linden;
- b. the real property, a building, and improvements commonly known and designated as 16 East Linden Avenue, Linden, New Jersey, and also known as Block 449, Lot 2 on the Official Tax Map of the City of Linden; and
- c. the real property, a building, and improvements commonly known and designated as

113, 115, and 127 South Wood Avenue, Linden, New Jersey, and also known as Block 449, Lots 11, 12, and 13 on the Official Tax Map of the City of Linden. (Block 449, Lots 1, 2, 11, 12, 13, 14 and 15 are collectively referred to herein as the “Tzezairlidis Properties”); and **WHEREAS**, Anna Villani (“Villani”), was the Tzezairlidis’ predecessor-in-title to the Tzezairlidis Properties; and

WHEREAS, Villani Bus Company (“Villani Bus”), operated a bus company on the Tzezairlidis Properties during the period of Villani’s ownership of the Tzezairlidis Properties; and

WHEREAS, in or about November 2004, the UCIA filed two separate complaints in the New Jersey Superior Court, Union County-Law Division, to acquire the Artaki Property and the Tzezairlidis Properties, respectively, by condemnation. These lawsuits were captioned Union County Improvement Authority v. Artaki, LLC, et al., Docket No. UNN-L-4040-04, and Union County Improvement Authority v. Michael Tzezairlidis, et al., Docket No. UNN-L-4044-04 (collectively, the “Condemnation Litigation”); and

WHEREAS, in the Condemnation Litigation, the UCIA specifically reserved the right to file a separate action to recover the costs associated with the environmental investigation and remediation of the Artaki Property and the Tzezairlidis Properties; and

WHEREAS, on or about July 24, 2007, the UCIA filed a complaint against the Defendants in the New Jersey Superior Court, Union County-Law Division, wherein the UCIA sought, among other things, to recover from Defendants the costs associated with the environmental investigation and remediation of the Artaki Property and the Tzezairlidis Properties. This lawsuit was captioned Union County Improvement Authority v. Artaki, LLC, et al., Docket No. UNN-L-2572-07 (the “Environmental Litigation”); and

WHEREAS, in or about November 2007, the parties to the Condemnation Litigation

reached a settlement of the Condemnation Litigation, as embodied in a “Consent Order for Final Judgment Fixing Just Compensation and Authorizing the Withdrawal of Funds on Deposit in the Superior Court,” which was filed by the Court on November 13, 2007 (the “Consent Order”); and

WHEREAS, pursuant to Paragraph 4 of the Consent Order, the parties have agreed to retain FOUR HUNDRED FIFTY THOUSAND (\$450,000) DOLLARS in escrow, which is to be used to fund the environmental investigation and remediation of the Artaki Property and the Tzezairlidis Properties; and

WHEREAS, in order to allow the environmental investigation and remediation of the Artaki Property and the Tzezairlidis Properties to proceed, and to save the parties from presently expending resources on the Environmental Litigation, the UCIA and Defendants entered into a Tolling Agreement on or about June 26, 2008 (the “Tolling Agreement”), a true and correct copy of which is attached hereto as Exhibit A, wherein the claims that each party raised in the Environmental Litigation were dismissed without prejudice, and all applicable statutes of limitation, statutes of repose, and all other time related defenses associated with the Environmental Litigation (including, but not limited to laches, waiver, and estoppel), that relate to their respective claims were tolled; and

WHEREAS, Paragraph 2 of the Tolling Agreement provided, in part, that the parties could extend the “Tolling Period” (as defined in the Tolling Agreement) by their mutual consent, in a writing signed by all of the parties; and

WHEREAS, the environmental investigation and remediation of the Artaki Property and the Tzezairlidis Properties is ongoing; and

WHEREAS, on January 1, 2010, the UCIA and the Defendants entered into an Extension of the Tolling Agreement in which the parties agreed to extend the original one-

year "Tolling Period," which began on July 24, 2007, through the new end date of December 31, 2011; and

WHEREAS, in order to allow the environmental investigation and remediation of the Artaki Property and the Tzezairlidis Properties to continue, and to save the parties from presently expending resources on the Environmental Litigation, the UCIA and Defendants desire to extend the original one-year "Tolling Period," which began on July 24, 2007, through the new end date of December 31, 2012, under this Second Extension of the Tolling Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations of this extension agreement, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this second extension of the tolling agreement, intending to be legally bound, do hereby agree as follows:

1. **Tolling Of Claims.** During the period from the execution and delivery of this Extension Agreement to the expiration of the "Tolling Period" (as defined below), neither the UCIA nor Defendants shall file or serve pleadings of any nature against the other or any third party, unless in response to a proceeding initiated by a third party, which is in any manner related to the claims made by the UCIA against Defendants in the Environmental Litigation, and/or the environmental contamination at the Artaki Property and the Tzezairlidis Properties (collectively referred to herein as the "Claims").

Notwithstanding anything contained herein to the contrary, this Extension Agreement is not intended to limit rights of the parties to file or serve any pleadings relating to the rights and obligations under the Consent Order filed in the Condemnation Litigation.

2. **The Tolling Period.** The tolling period (“Tolling Period”), shall be from July 24, 2007 and shall continue until December 31, 2012. The Tolling Period may be extended by the mutual consent of the parties, in a writing signed by all parties.

3. **Exclusion Of The Tolling Period.** In the event of any subsequent legal action, suit or any other proceeding of any nature involving any Claims, the Tolling Period shall be excluded from any computation of the running of time under any applicable statute of limitations, statute of repose, or for purposes of laches, waiver, estoppel or otherwise, so that the time period that would otherwise apply shall be extended for the number of days in the Tolling Period.

4. **All Other Terms Effective.** Except as modified herein, all other terms of the Tolling Agreement shall remain in full force and effect, and are incorporated herein by reference.

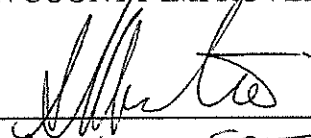
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Second Extension of the Tolling Agreement on the date hereinabove first written.

ATTEST:



UNION COUNTY IMPROVEMENT AUTHORITY

By: 
Name: ANTHONY SCUTARI
Title: CHAIRPERSON

ATTEST:

ARTAKI, LLC

By: _____
Name: _____
Title: _____

ATTEST:

VILLANI BUS COMPANY

By: _____
Name: _____
Title: _____

ATTEST:

MICHAEL TZEZAIRLIDIS

ATTEST:

ALEXANDROS TZEZAIRLIDIS

ATTEST:

KATINA TZEZAIRLIDIS

ATTEST:

ANNA VILLANI

RESOLUTION NO. 5-2012

Member Miskiewicz introduced and moved the adoption of the following resolution and Member McGree seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING EXTENSION OF THE AGREEMENT
WITH JOSEPH JINGOLI & SON, INC FOR CONSTRUCTION
MANAGEMENT SERVICES FOR THE UNION COUNTY JUVENILE
DETENTION CENTER**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders ("Board"), as public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time (the "Act"); and

WHEREAS, the Authority and the County of Union (the "County") have previously entered into an Interlocal Services Agreement whereby the Authority has assumed responsibility for site selection, development and financing of a new County Juvenile Detention Center (the "JDC Project"); and

WHEREAS, to facilitate the JDC Project, the Authority entered into an agreement (the "Agreement") with Joseph Jingoli & Son, Inc. ("Jingoli") for the provision of construction management services for the JDC Project; and

WHEREAS, it has become necessary to again extend the Agreement because the JDC Project continues to require Jingoli's services with respect to warranty items and close-out of the Project; and

WHEREAS, the Authority and Jingoli have agreed to extend the Agreement for the JDC Project from the period beginning October 1, 2011 through March 31, 2012 for a monthly sum not to exceed \$1200.

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that the extension of the Agreement described herein be approved; and

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

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

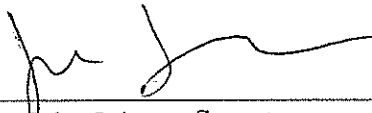
NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING EXTENSION OF THE AGREEMENT WITH JOSEPH JINGOLI & SON, INC FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE UNION COUNTY JUVENILE DETENTION CENTER** is a true copy of a resolution adopted by the governing body of the Improvement Authority on January 11, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary

Dated: January 11, 2012

(SEAL)

RESOLUTION NO. 6-2012

Member Musiewicz introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY EXTENDING THE CONTRACT WITH JOSEPH
JINGOLI & SON, INC. TO PERFORM CONSTRUCTION
MANAGEMENT SERVICES IN CONNECTION WITH
LINDEN FIRE STATION NO. 4**

WHEREAS, the Union County Improvement Authority (the "Authority") was created by resolution of the Board of Chosen Freeholders of the County of Union (the "County") as a public body corporate and politic of the State of New Jersey, pursuant to, and in accordance with the County Improvement Authorities Law, N.J.S.A. 40:37A-44, et seq., and the acts amendatory thereof and supplemental thereto;; and

WHEREAS, the Authority and the City have previously entered into an Interlocal Services Agreement pursuant to which the Authority provides services in connection with the implementation of renovations and construction of Linden Fire Stations Nos. 1, 2, 3 and 4 (the "Project"); and

WHEREAS, in order to effectuate the Project, the Authority required the services of a firm specializing in all aspects of construction management and oversight for the Project (the "Services"), and, accordingly, on December 21, 2005, the Authority awarded a contract to Joseph Jingoli & Son, Inc. ("Jingoli") pursuant to the exception provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., to provide the Services in accordance with the proposal it submitted to the Authority; and

WHEREAS, in 2010, the Authority extended the contract with Jingoli through March 31, 2011, so that Services for Fire Stations Nos. 1, 2 and 3 and amended the contract with Jingoli to include Services for Fire Station No. 4, for the period June through December 2011; and

WHEREAS, Jingoli has advised that Fire Station No. 4 will be completed and closed out in or about February 2012, the Authority now wishes to extend the contract with Jingoli for Services for Fire Station No. 4 through February 2012; No. 4.

NOW THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that its contract with the firm of Joseph Jingoli & Son, Inc., 100 Lenox Drive, Suite 100, Lawrenceville, New Jersey 08648, for Services in connection with Fire Station No. 4 is hereby extended through February 29, 2012, for the monthly fee not to exceed \$6500.00;

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

The foregoing resolution was adopted by the following roll call vote:

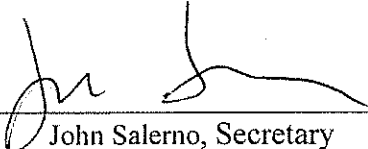
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY EXTENDING THE CONTRACT WITH JOSEPH JINGOLI & SON, INC. TO PERFORM CONSTRUCTION MANAGEMENT SERVICES IN CONNECTION WITH LINDEN FIRE STATION NO. 4** is a true copy of a resolution adopted by the governing body of the Improvement Authority on January 11, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By:  _____
John Salerno, Secretary

Dated: January 11, 2012

(SEAL)

1386896_1.DOC

RESOLUTION NO. 7-2012

Member Mushewany introduced and moved the adoption of the following resolution and Member McPhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING CHANGE ORDER NO. 1 TO
THE CONTRACT WITH M&M CONSTRUCTION CO, INC.
FOR THE CONSTRUCTION OF THE NEW CITY OF LINDEN
FIRE STATION NO. 3 LOCATED AT 1201 EAST ELIZABETH
AVENUE, LINDEN, NEW JERSEY**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1960 of the State, as amended and supplemented from time to time; and

WHEREAS, the Authority is assisting the City of Linden ("City") with the design, construction and/or renovation, equipping and related services in connection with the Linden Fire Stations and the Linden 911 Call Center, and a financing associated therewith; and

WHEREAS, in August 2009, the Authority sought bids for the construction of a new Fire Station No. 3 at 1201 East Elizabeth Avenue (the "Project"), received bids on September 22, 2009, and on October 7, 2009, awarded a contract for the Project to M&M Construction Co., Inc. ("M&M"), the lowest responsible bidder for the Project; and

WHEREAS, in construction the Project, M&M incurred additional costs over and above the Project Allowance due to, for example, the need to gain access to neighboring properties, and as a result, M&M has requested an reimbursement of these costs in the amount of \$134,312.00, and has submitted Change Order No. 1 in this amount;

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Change Order No. 1 to the Fire Station No. 3 Project, in the form attached hereto and made a part hereof, be accepted and the contract between the Authority and M&M be modified to reflect the additional cost of \$134,132.00 for Project costs;

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

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING CHANGE ORDER NO. 1 TO THE CONTRACT WITH M&M CONSTRUCTION CO, INC. FOR THE CONSTRUCTION OF THE NEW CITY OF LINDEN FIRE STATION NO. 3 LOCATED AT 1201 EAST ELIZABETH AVENUE, LINDEN, NEW JERSEY** a true copy of a resolution adopted by the governing body of the Improvement Authority on January 11, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: January 11, 2012

Union County Improvement Authority

10 Cherry Street

Elizabeth, NEW JERSEY 07207

Phone: 908-352-1575

Fax: 908-352-8105

CHANGE ORDER

No. 00001

TITLE: Misc. M&M COR's

DATE: 1/4/2012

PROJECT: Linden Firehouse #3

JOB: 25516C

TO: Attn: Joseph A. Mauti
M&M Construction Company, Inc.
540 North Avenue
Union, NJ 07083
Phone: (908) 351-1177 Fax: (908) 351-3871

CONTRACT NO: 1

DESCRIPTION OF CHANGE

This change order is to reconcile all M&M Change Orders Requests not covered under the Allowance Reductions. The M&M PCO's are: 21-26, 30-37, 41-47, 49 & 50, 61-70 and are attached.

Item	Description	Quantity	Units	Unit Price	Tax Rate	Tax Amount	Net Amount
00001	Misc. M&M PCO's	1.000		\$134,312.00	0.00%	\$0.00	\$134,312.00

Unit Cost: \$134,312.00

Unit Tax: \$0.00

Total: \$134,312.00

The Original Contract Sum was	\$3,689,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$3,689,000.00
The Contract Sum Will be Increased	\$134,312.00
The New Contract Sum Including This Change Order	\$3,823,312.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

ACCEPTED:

M&M Construction Company, Inc.

By: _____

Joseph A. Mauti

Date: 1/4/2012

Union County Improvement Authority

By: _____

Charlotte DeFilippo ANTHONY SCUTARI

Date: 1/11/12 ~~1/4/2012~~ CHAIRMAN

Joseph Jingoli & Son, Inc.

By: _____

By: _____

Neil Pelullo

Date: 1/4/2012

Date: 1/4/2012



January 5, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3 Construction of New Fire Station
PCO-21: Allowance for Removal of Unsuitable Soil

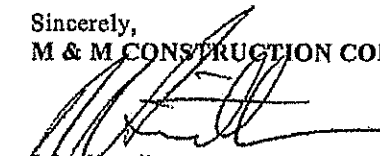
Dear Neil:

M&M Construction is transmitting herewith our lump sum cost of \$24,342 for removal and replacement of unsuitable soil as directed by Atlantic Engineering Labs. During excavation and backfill of the building AEL was on site taking compaction tests. The inspector directed M&M Construction to take out a total of thirty-four (34) loads of soil and replace it with an equivalent number of loads of stone to achieve compaction. Additionally, five (5) loads of soil were removed that were tested and classified environmentally unsuitable. These loads were treated at Clean Earth of Carteret.

1. Remove 28 loads of soil and replace with 28 loads of stone at direction of Atlantic Engineering Labs (AEL)	\$9,410.00
2. Remove 6 loads of soil and replace with 6 loads of stone at direction of Atlantic Engineering Labs (AEL)	\$6,380.00
3. Remove 5 loads of unsuitable soil by Clean Earth for treatment at disposal facility.	<u>\$8,552.00</u>
Grand Total	\$24,342.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroecher, J. Jingoli & Son



OK

January 10, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-24: Furnish & Install Electric Meter Cabinet

Dear Neil:

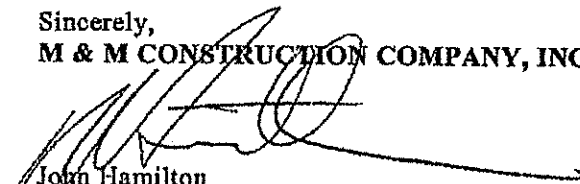
M & M Construction is transmitting herewith our lump sum cost of \$2,847 for supplying and installing one meter cabinet as per PSE&G specifications and request. Details are included in the attachments.

Furnish & Install Meter Cabinet

\$2,847.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.



February 9, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-25: Insulate Exterior Walls Above Ceiling to Deck

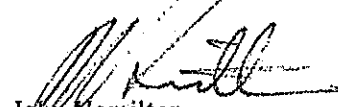
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$6,050 for supplying and installing rigid, foil-backed insulation on all exterior walls above the ceiling to the deck on both floors. The proposed material is 1-1/2" thick, foil faced, rigid fiberglass boards, adhered with stick pins and washers. Work is in response to direction received from the City of Linden Building Department.

• Install insulation, 1 man x \$95/hr x 40 hrs	\$3,800.00
• 1-1/2" Commercial Board, foiled faced (LS)	<u>\$2,250.00</u>
Total	\$6,050.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.


John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.



February 25, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-26: Labor & Material to Upgrade Stove Circuit

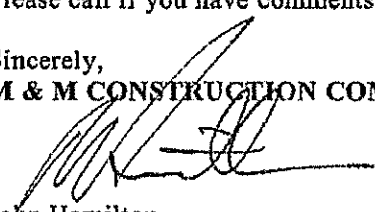
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$1,266 to furnish and install an upgraded breaker and feeder from the panel to the kitchen. Breaker required is a 50A, 2-pole circuit, with wire to be 8-4 MC type. This is substantially larger than that which was specified on the electric panel schedule. Circuits have been coordinated with the power requirements as specified on the dual-fuel stove manufacturer's cut sheets.

• Labor to Install, 5.5 hours x \$97.50/hr	\$ 536.00
• Material (LS)	<u>\$ 730.00</u>
Total	\$1,266.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



OK
MS

February 25, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-26: Labor & Material to Upgrade Stove Circuit

Dear Neil:

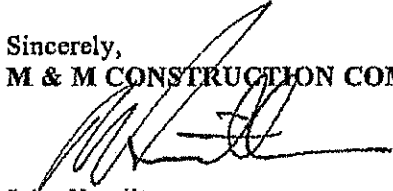
M & M Construction is transmitting herewith our lump sum cost of \$1,266 to furnish and install an upgraded breaker and feeder from the panel to the kitchen. Breaker required is a 50A, 2-pole circuit, with wire to be 8-4 MC type. This is substantially larger than that which was specified on the electric panel schedule. Circuits have been coordinated with the power requirements as specified on the dual-fuel stove manufacturer's cut sheets.

- Labor to Install, 5.5 hours x \$97.50/hr
- Material (LS)

	\$ 536.00
	\$ 730.00
Total	<u>\$1,266.00</u> OK

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



March 3, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Brian Gfroehrer

RE: Linden FS #3 Construction of New Fire Station
PCO-30: Furnish & Install Counter and Cabinets in Laundry Room

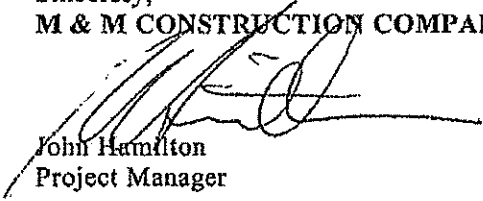
Dear Brian:

Enclosed is our lump sum proposal for fabrication and installation of two (2) additional wall cabinets and a counter with support leg to be installed over the washer and dryer in the Laundry Room. Finish is plastic laminate. Colors have been confirmed with the Architect.

- Install 2-Cabinets and Counter Top \$2,650.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Aldo Fabiano, Netta Architects



July 26, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-31: Furnish & Install a Bumper Block for #1-House

Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$1,006 to furnish and install a 9' wide bumper block at Linden Fire Station #1. Work was performed at the request of Linden Fire Department.

• Purchase and Deliver Material		\$ 467.00
• M&M Labor to Install (4 hrs x \$101/hr)		<u>\$ 404.00</u>
	Subtotal	\$ 871.00
• 10% M&M Overhead		<u>\$ 87.00</u>
	Subtotal	\$ 958.00
• 5% M&M Profit		<u>\$ 48.00</u>
	Grand Total	\$1,006.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.

John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



OK
BS
PER LED REQUEST

February 25, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-32: Labor & Material to Relocate Duct in FS #1

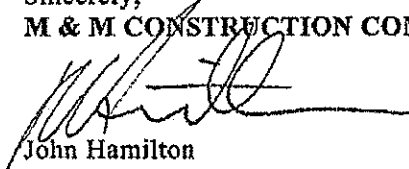
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$3,505 to relocate duct for two unit heaters in the truck bay to prevent contact with the rear of any fire vehicle backing into the bay. Work was performed at the request of Linden Fire Department.

• Labor to Install, 2 men, 9 hours x \$126.50/hr	\$2,277.00
• Material - 4" Flue Pipe (LS)	\$ 68.45
• Lift Rental @ \$195/day plus transportation	\$ 645.00
Subtotal	<u>\$2,990.00</u>
• MM OH&P	<u>\$ 515.00</u>
Total	<u>\$3,505.00</u>

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.


John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



February 9, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-34: Laminate GWB on Training Rm Storage Space

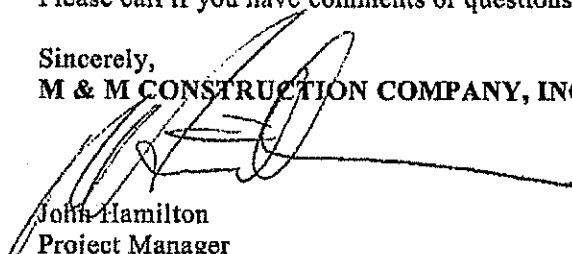
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$850 for furring the wall with z-channel, 1-1/2" insulation and 5/8" gyp board (tape & spackle). Space was not shown on Contract drawings as being insulated or finished, only rough block. Work is in response to request received from the Linden Fire Department.

• Labor to Install, 1 man x \$95/hr x 6 hrs	\$575.00
• Material (LS)	<u>\$275.00</u>
Total	\$850.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.



February 18, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-35: Install Epoxy Striping in Fire Stations #1, 2 and 3

Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$5,081 for supplying and installing epoxy striping in the truck bays at #1, 2 and 3 House. Proposed work for #1 and #2 House is out of scope. Work is in response to a request from the Linden Fire Department.

• Install striping at #1 & #2 House (LS)	\$2,500.00
• M&M OH/P/Bond (10% / 5% / 1.5%)	\$ 431.00
• Install striping at #3 House (LS)	<u>\$2,150.00</u>
Total	\$5,081.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.


John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.

\$ 4650.00

PENDING



March 3, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Brian Gfroehrer

RE: Linden FS #3 Construction of New Fire Station
PCO-37: Upcharge for Change in Finish Materials


Dear Brian:

Enclosed is our lump sum proposal for substitution of solid surface for plastic laminate material for vanity tops and sills in the locker rooms and at the windows. Additionally, the solid surface countertops in the kitchen were requested to be changed to Silestone by Linden F.D. Colors have been confirmed with the Architect; price difference remains to be resolved.

• Substitute solid surface vanity tops in Locker Rooms	\$1,450.00
• Substitute solid surface window sills	\$5,200.00
• Substitute Silestone for solid surface tops in Kitchen	<u>\$2,360.00</u>
Total Cost	\$9,010.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Aldo Fabiano, Netta Architects



February 25, 2011

Rev 3/2/11

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-41: Furnish & Install 2 x 2 Parabolic Fixtures in Training Room

Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$3,822 to furnish and install fourteen (14) new 2 x 2 parabolic light fixtures in the Training Room. There is a conflict in the drawings between electrical lighting plans as shown on E-300, and architectural RCP as shown on A-601. Consequently, the ceiling grid is configured for a 2 x 2 layout, whereas the electrical drawings call for 2 x 4 fixtures. After reviewing the situation in the field with the Construction Manager, it was determined that installing the 2 x 2 fixtures is the better solution.

- Labor to Install, 14 manhours x \$97.50/hr \$1,365.00
- Material (LS) *(Fixtures)* \$2,457.00
- Total \$3,822.00

1365.00
1930.50
3295.50

Please call if you have comments or questions.

\$2457.00 = \$175.50 EA

Sincerely,
M & M CONSTRUCTION COMPANY, INC.

[Signature]
John Hamilton
Project Manager

175.50
3 LIGHS
\$526.50

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son

\$2457.00
526.50
\$1930.50

\$3296.00
[Signature]
3/2/11



PENDING
CREDIT?
LABOR IN
CONTRACT
MAT. ONLY

February 25, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-41: Furnish & Install 2 x 2 Parabolic Fixtures in Training Room

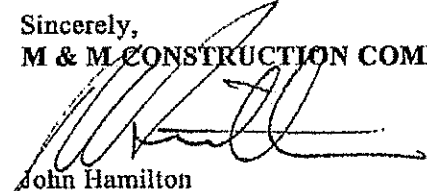
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$3,822 to furnish and install fourteen (14) new 2 x 2 parabolic light fixtures in the Training Room. There is a conflict in the drawings between electrical lighting plans as shown on E-300, and architectural RCP as shown on A-601. Consequently, the ceiling grid is configured for a 2 x 2 layout, whereas the electrical drawings call for 2 x 4 fixtures. After reviewing the situation in the field with the Construction Manager, it was determined that installing the 2 x 2 fixtures is the better solution.

• Labor to Install, 14 manhours x \$97.50/hr	\$1,365.00
• Material (LS)	<u>\$2,457.00</u>
Total	\$3,822.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.


John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



October 25, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-42: Furnish & Install Revised Window Treatments

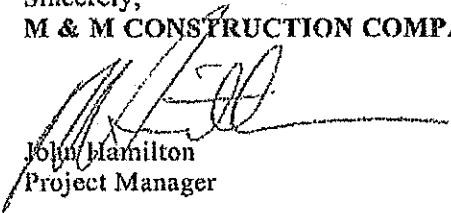
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost adjustment of \$1,850 to furnish and install thirteen (13) Bali 1" horizontal metal blinds and twenty-two (22) Draper manual roller shades. The original bid spec called for ten (10) Draper roller shades for the Training Room (Chandler Avenue and rear elevations), and nine (9) vertical blinds in the rectangular windows Type C, H, J, and Day Room/Gym window wall #M. After reviewing the situation in the field, it was determined that installing the vertical blinds as specified were not practical. Additionally, the Linden Fire Department indicated their preference for roller shades rather than verticals. The Bali mini blinds were installed in the exterior windows for the Training Room, Training Office, and Floor Watch Office. The balance of the windows received Draper roller blinds. Since a different subcontractor from the bid was utilized, a full credit for the bid price is being offered, offset by the actual cost to install the revised window treatments.

• Credit for Labor & Material to Install as specified (LS)	<\$5,200.00>
• Labor & Material to Install as modified (LS)	<u>\$7,050.00</u>
Total	\$1,850.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.


John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



March 25, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-43: Supply and Install Four (4) Type M Fixtures

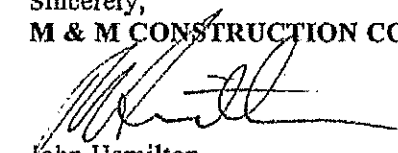
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$5,078 to install the four fixtures at the front of the building. Detailed explanation is included in the attachments.

• Labor	\$ 585.00
• Material	<u>\$4,493.00</u>
• Total Lump Sum Cost	\$5,078.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



October 27, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-44: Notch Masonry to Install Canopy Steel

Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$700 to cut out and rebuild masonry pockets to accept the end of the steel framing for the canopy support. As evidenced below, none of the drawings referenced show any sort of support for the canopy rafters.

- A-102 Second Floor Plan - Base Drawing.
- 4/A-211 (Referenced from A-102) Does Not Exist
- 4/A-212, 4/A-221, 11/A-231: These details show where the canopy rafters butt against the glazed brick. However, there is nothing shown to indicate support for the ends of the rafters. Minimally, there should have been a horizontal ledger running along the wall to support each of the framing pieces.

In order to ensure proper structural support of the rafters, six locations in the glazed block coursing were cut out as shown in the accompanying photo. A regular masonry block was inserted in each place, with a bearing plate to accept the ends of the rafters. Finally, the openings were patched after the steel was placed. Cost is as follows:

Total Cost (LS)	\$700.00
------------------------	-----------------

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son

540 North Avenue, Union, New Jersey 07083 TEL: 908.351.1177 FAX: 908.351.3871 WEB: www.m-mconstruction.com



March 22, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-45: Furnish & Install Retaining Wall by Transformer Pad

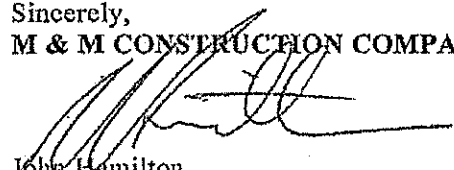
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$4,500 to furnish and install approximately 160 SF of retaining wall as per on-site inspection visit and meeting with Jingoli & Son on March 15, 2011.

• Total Cost (160 SF x \$28.125/SF)	\$4,500.00
-------------------------------------	------------

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



March 24, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-46: Strip & Wax New VCT per LFD Request

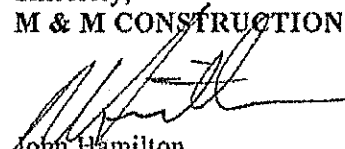
Dear Neil:

M & M Construction is transmitting herewith our estimated cost of \$640 to strip and wax new VCT flooring as per LFD request at the progress meeting.

• Total Lump Sum Cost	\$640.00
-----------------------	----------

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



Joan Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



April 22, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-47: Fabricate and Install Additional Wire Mesh Storage

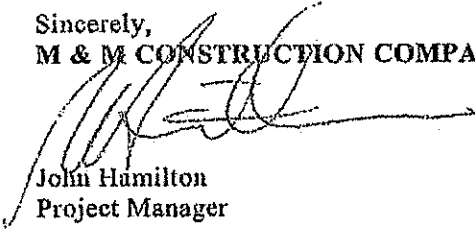
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$4,520 to fabricate an additional wire mesh storage area in the basement as per LFD request. Fabrication will proceed upon approval of price.

• Total Lump Sum Cost	\$4,520.00
-----------------------	------------

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



April 4, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-49: Furnish & Install 18 Phone Lines for Training Room Area

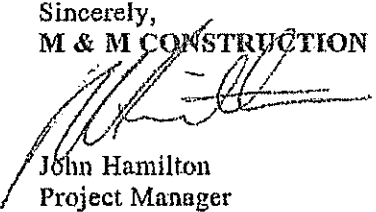
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$5,616 to furnish and install eighteen (18) new telephone lines to the Training Room from existing telephone room, as per on-site inspection visit and meeting with Jingoli & Son on March 15, 2011. All work will be installed in existing wiremold on wall, with terminations at both ends.

• Total Labor (36 hrs x \$97.50/hr)	\$3,510.00
• Total Material (LS)	<u>\$2,106.00</u>
Total	\$5,616.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



October 27, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-50: Construct Low Partition Wall at Kitchen/Dayroom

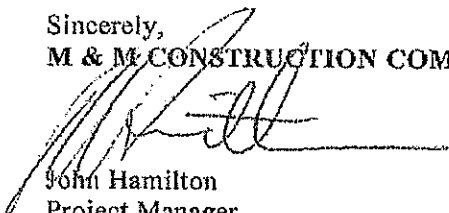
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$2,940 to construct a partition hip wall between the Dayroom and Kitchen. Wall was framed and finished with sheetrock, with a solid surface sill matching the counter surfaces to cap, and paint to match the other walls. Additionally, a small soffit was constructed in the 2nd Floor Janitor Closet to enclose exposed duct that passes through the room. Work was performed at the request of the Linden Fire Department. Cost is as follows:

• Furnish & Install Framing & Sheetrock	\$1,325.00
• Fabricate & Install Sill to Match Counters	\$1,365.00
• Paint to Match Walls (LS)	<u>\$ 250.00</u>
Total	\$2,940.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



September 29, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Brian Gfroehrer

RE: Linden FS #3: Construction of New Fire Station #3
PCO-61: Furnish & Install CCTV Cabling

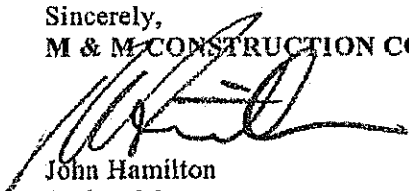
Dear Brian:

M & M Construction is transmitting herewith our lump sum cost of \$3,503 to furnish and install CCTV lines to eleven (11) locations as shown on the construction drawings. Cabling was not specified in the base contract, only outlets and conduit with a pull-string.

• Total Labor (11 hrs x \$97.50/hr)	\$1,143.45
• Total Material (LS-overnight delivery)	<u>\$2,359.50</u>
Total	\$3,502.95

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Neil Pelullo, Jingoli & Son



October 27, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-62: Furnish & Install Backflow Valve for Truck Fill Line

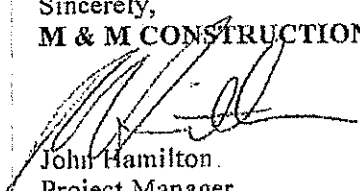
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$750 to furnish and install a backflow valve in the 1-1/2" water line to be used as a truck fill at FS #3. Work was performed at the direction of the Linden Code Official. Cost is as follows:

- Furnish & Install Backflow Valve \$750.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



May 3, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-63: Emergency Repair to OH Doors at LFS #1

Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$293 to repair and service overhead doors on April 20, 2011 as per LFD emergency request. Itemized costs are listed in the attachments.

• Edison OH Door Cost	\$250.00
• MM OH / P / Bond	<u>\$ 43.00</u>
Total Cost	\$293.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



October 27, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-64: Furnish & Install Tackboards and Marker Boards

Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$4,070 to furnish and install three (3) tackboards, and four (4) marker boards for use at FS #3, as per LFD request. Costs are listed in the attachments.

- Furnish & Install Marker Boards and Tackboards
- M&M 15% OH / Profit
- **Total Cost**


\$3,539.00

~~\$ 531.00~~

\$4,070.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.


John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



September 22, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-65: Furnish & Install Shelving per LFD Request

Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$15,565 to furnish and install shelving as reviewed between Linden Fire Department and BFI Furniture. Upon approval, work will be performed at the direction of Linden Fire Department.

• Material (LS – per BFI quote)	\$ 8,860.00
• Installation Labor (LS – per BFI quote)	\$ 2,675.00
• Shipping & Delivery to Site (LS – BFI quote)	\$ 1,800.00
Subtotal	\$13,335.00 -
• MM 15% OH&P	\$ 2,000.00
Subtotal	\$15,335.00
• MM 1.5% Bond	\$ 230.00
Total	\$15,565.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.


John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



July 14, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-66: Labor & Material to Stripe Aprons at #1 and #2 House

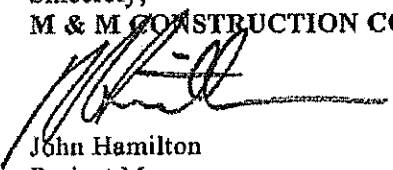
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$1,158 to furnish and deliver to site two (2) pallet trucks as per the enclosed invoice from Grainger. Work was performed at the request of Linden Fire Department.

• Purchase and Deliver Material	\$1,158.00
---------------------------------	------------

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.



John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



June 10, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-67: Labor & Material to Stripe Aprons at #1 and #2 House

Dear Neil:

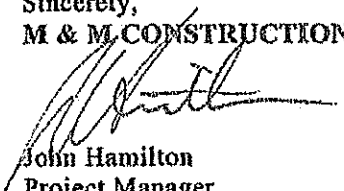
M & M Construction is transmitting herewith our lump sum cost of \$2,393 to stripe the aprons at #1 House and #2 House for backing vehicles into the storage bays. Work was performed at the request of Linden Fire Department.

• Labor & Material \$800/ea x 2 locations	\$1,600.00	
• City of Linden Traffic Control & Permit	\$ 450.00	
	Subtotal	\$2,050.00
• MM 15% OH&P	\$ 308.00	
	Subtotal	\$2,358.00
• MM 1.5% Bond	\$ 35.00	
	Total	\$2,393.00

NEED BACK UP

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.


John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son



October 26, 2011

Jos. Jingoli & Son
2400 South Wood Ave.
Linden, NJ 07036
Attn: Neil Pelullo

RE: Linden FS #3: Construction of New Fire Station #3
PCO-68: Furnish & Install Additional Perimeter Fencing at FS #3

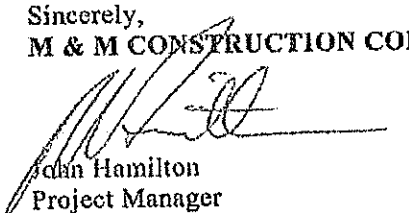
Dear Neil:

M & M Construction is transmitting herewith our lump sum cost of \$4,723 to furnish and install additional fencing and a 5' personnel gate behind Linden Fire Station #3. As shown in the attached sketch, 310 LF was installed between the rear of the building and the adjacent properties. Only 127 LF of the fence is base contract work. The balance (183 LF) is in addition and installed at the request of Linden Fire Department. The 5- wide gate is extra too.

• Fabricate and Install Fence (183 LF x \$24.85/LF	\$4,548.00
• Fabricate and Install 5' Wide Gate	\$ 175.00
Total	\$4,723.00

Please call if you have comments or questions.

Sincerely,
M & M CONSTRUCTION COMPANY, INC.


John Hamilton
Project Manager

c. Joseph Mauti, M & M Construction Co.
Brian Gfroehrer, Jingoli & Son

RESOLUTION NO. 8-2012

Member Mishawery introduced and moved the adoption of the following resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AN AGREEMENT FOR THE
POSITION OF EXECUTIVE DIRECTOR AND
AUTHORIZING EXECUTION THEREOF**

WHEREAS, the Union County Improvement Authority (the "Authority") had previously authorized the execution of an Employment Agreement ("Agreement") with Charlotte DeFilippo to serve as Executive Director; and

WHEREAS, the Authority continues to require the services of an Executive Director because of the several significant projects and activities which require administrative and managerial direction; and

WHEREAS, pursuant to Section 2 of the Agreement, the Authority has duly noticed the Executive Director of its desire to renew the Agreement for an additional 12-month period effective December 1, 2011; .

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY as follows:

Section 1. The Authority hereby approves and authorizes the execution of the Employment Agreement with Charlotte DeFilippo pursuant to which she shall serve as Executive Director in accordance with the terms and conditions set forth in the Agreement attached hereto and made a part hereof. The effective date of the Agreement shall be December 1, 2011.

Section 2. An executed copy of the Agreement and this resolution shall be filed in the Office of the Authority and be available for public inspection in accordance with law.

Section 3. This resolution shall take effect immediately upon its adoption.

The foregoing resolution was adopted by the following roll call vote:

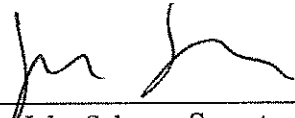
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING AN AGREEMENT FOR THE POSITION OF EXECUTIVE DIRECTOR AND AUTHORIZING EXECUTION THEREOF** is a true copy of a resolution adopted by the governing body of the Improvement Authority on January 11, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: January 11, 2012

(SEAL)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("AGREEMENT") is made and entered into as of December 1, 2011, between the **UNION COUNTY IMPROVEMENT AUTHORITY**, a public body politic and corporate, established pursuant to N.J.S.A. 40:37A-44 et seq., as amended, with its principal office at 10 Cherry Street, Elizabeth, New Jersey 07207 ("EMPLOYER" or "AUTHORITY") and **CHARLOTTE DEFILIPPO** domiciled at 65 King Street, Hillside, New Jersey 07205 ("EMPLOYEE").

WHEREAS, EMPLOYEE has held the position of Executive Director since November 29, 2000; and

WHEREAS, the Authority continues to require the services of an Executive Director by virtue of significant projects and activities which require administrative and managerial direction; and

WHEREAS, the Authority has determined to appoint Charlotte DeFilippo as the Executive Director for a term of five (5) years, effective December 1, 2011.

IT IS THEREFORE AGREED that in return for the mutual promises given and received herein, that the EMPLOYER hereby agrees to employ the EMPLOYEE as its Executive Director and the EMPLOYEE hereby accepts employment on the terms and conditions hereinafter set forth:

1. Duties - The EMPLOYEE shall serve as the EMPLOYER'S Executive Director and shall devote the full time and skill reasonably necessary to perform the duties of that position as hereinafter defined. Nothing contained herein shall be construed to prohibit outside activities by the

EMPLOYEE, whether for profit, recreation, public service, or of a religious or charitable nature, which do not unreasonably conflict with or interfere with the duties hereunder.

The duties and responsibilities of the EMPLOYEE in her capacity as Executive Director shall include the duties and responsibilities as set forth herein:

The Executive Director of the AUTHORITY is the chief operating officer of the agency. The Executive Director is a leader and manager who guides the day-to-day operations, budget, and services of the AUTHORITY.

Reporting to the Commissioners, the Executive Director directs planning, finance and administration, personnel management, inter-agency collaboration, and relationships and communications with other municipalities and local, state, and Federal governments. The Executive Director is responsible for employee evaluations, procurement and other functions and services.

The Executive Director is involved directly with agency governance. The Executive Director attends all meetings of the Authority and is excluded from closed sessions only if there is a majority vote of the Commissioners to exclude the Executive Director for reasons that are stated specifically.

The EMPLOYER shall not materially change the employment duties and responsibilities described above without the written agreement of the EMPLOYEE.

2. Term - The term of this AGREEMENT shall be for a period of five (5) years effective December 1, 2011. On or before the twelve (12) month anniversary date of each year of this AGREEMENT the Authority shall notify the EMPLOYEE in writing with regard to its intent to renew the AGREEMENT for an additional twelve (12) month period. The purpose of this provision is to ensure that the EMPLOYEE will receive notice each year as to the remaining number of years of the term hereof. In the event that the EMPLOYEE is notified on such anniversary date of the AUTHORITY'S intent to extend the term by an additional twelve (12) month period, then, and in that event, the remaining term of this AGREEMENT shall be five (5) years. Nothing herein shall be

construed to prevent the AUTHORITY and the EMPLOYEE from extending the term of this AGREEMENT at any time prior to its expiration.

After the expiration of this AGREEMENT, this AGREEMENT may, by mutual consent of the EMPLOYER and EMPLOYEE continue on a month-to-month basis or upon such other terms and conditions as EMPLOYER and EMPLOYEE may mutually agree. Notwithstanding anything else to the contrary contained herein, the EMPLOYEE may, at her sole option, terminate this AGREEMENT upon reasonable notice to the EMPLOYER, such notice to be not less than forty-five (45) days.

3. Compensation - The EMPLOYER shall pay and the EMPLOYEE shall accept as full consideration for the services to be rendered hereunder compensation consisting of the following:

(A) Upon the commencement of this AGREEMENT, EMPLOYEE shall be compensated at the rate of One Hundred Forty Seven Thousand Seven Hundred Twelve Dollars and Nineteen Cents (\$157,712.19) per annum.

EMPLOYEE's salary shall be paid in twenty-six installments (every two weeks), subject to appropriate deductions for taxes and pension contribution.

(B) Pension - The EMPLOYER shall take any and all actions necessary for EMPLOYEE's enrollment and/or continuance in the New Jersey Public Employees' Retirement System (PERS), including but not limited to making the EMPLOYER's required contributions commensurate with EMPLOYEE's salary and payment of all premiums for life insurance and death benefits in accordance with the program available to members of the PERS. The parties agree that EMPLOYEE shall be entitled to the cumulation of total years within which EMPLOYEE has made contribution to PERS, regardless of employer, as pertains to EMPLOYEE's entitlement to benefits at

the time of retirement. By way of example, if EMPLOYEE has worked a total of 25 years for employers who participate in PERS, then and in that event, EMPLOYEE shall be entitled to paid health care and medical benefits as if EMPLOYEE had been employed by a sole employer participating in the PERS.

(C) Health Insurance - EMPLOYEE shall receive the same health, major medical, and dental and other health care benefits as are currently provided to employees employed by the AUTHORITY and/or the County of Union together with such improvements in said benefits as may be provided to said employees during the term of this AGREEMENT.

(D) Vacations, Holidays, Compensatory Time, Longevity Payments, Personal and Sick Days - EMPLOYEE shall receive the same level of vacation, holidays, compensatory time, longevity payments, personal days, sick days and the accrual and compensation therefor, as are currently provided to employees of the County of Union, but in any event not less than fifteen (15) sick days and thirty five (35) days vacation, together with such improvements in said benefits as may be provided to said employees during the term of this AGREEMENT. EMPLOYEE shall be entitled to full compensation for the value of unused vacation and sick days at such time as there is a separation of service and/or termination of this AGREEMENT for any reason. EMPLOYEE may elect to either carry over unused vacation days to the following year or to receive compensation in lieu of any unused accrued vacation days.

4. Professional Assistance and Office Location - EMPLOYER shall provide EMPLOYEE with such clerical, technical, and professional services and assistance as may be reasonably necessary to the performance of EMPLOYEE's duties hereunder and suitable to her position, including but not limited to, the assignment to the EMPLOYEE of a competent and

efficient secretary. The EMPLOYER shall provide and maintain suitable offices for the use of the EMPLOYEE and her staff in order that the day to day activities of the EMPLOYER can be efficiently undertaken and completed. The EMPLOYEE, in her discretion and at her sole expense may maintain an additional or home office in her place of residence and may telecommute and/or carry out the activities of the Executive Director from such location. EMPLOYER shall provide and maintain appropriate liability insurance on and for EMPLOYEE'S home office at all times throughout the term of this AGREEMENT.

5. Reimbursement of Expenses - EMPLOYER shall promptly reimburse or advance to EMPLOYEE expenses reasonably incurred by EMPLOYEE in the performance of her duties hereunder. Such reimbursement shall be subject to the approval of the full Union County Improvement Authority. EMPLOYEE shall present to EMPLOYER, from time to time, an itemized accounting of such expenses consistent with such agency's policies and procedures. Such expenses shall include, but not be limited to, the reasonable costs of attending professional association conventions from time to time.

6. Indemnification - EMPLOYER shall indemnify, defend, and hold EMPLOYEE harmless for any claim(s) arising from an act of omission of the EMPLOYEE or any act of omission by the EMPLOYER, its members, employees and representatives within the scope of the performance of EMPLOYEE's duties. The AUTHORITY may refuse to provide for the defense of an action if it determines that:

- A) The act or omission was not within the scope of employment; or
- B) The act or failure to act was the result of actual fraud, willful misconduct or actual malice; or

C) The defense of the action or proceeding by the AUTHORITY would create a conflict of interest between the AUTHORITY and the EMPLOYEE or former employee.

7. Termination - EMPLOYER shall not abolish or alter EMPLOYEE's position or duties and EMPLOYEE shall not be discharged, disciplined, reprimanded, reduced in status, rank or compensation, or deprived of any professional or employment advantage, or given any adverse evaluation of her performance without just cause, including EMPLOYEE's malfeasance which shall have first been determined by a court of competent jurisdiction.

8. Waiver of Breach - The failure of either party to require the performance of any term or condition of this AGREEMENT shall not prevent a subsequent enforcement of any such term or be deemed to be waiver of any subsequent breach. The non-breaching party shall not be deemed to have waived any breach of the other party nor any of the non-breaching party's rights attributable to that breach, unless the non-breaching party executes a specific, dated, written waiver.

9. Assignment - The rights and obligations under this AGREEMENT shall inure to the benefit and burden of and shall be binding upon the successors in interest and assigns of the EMPLOYER. EMPLOYEE shall be entitled to assume the same or substantially similar position and duties of any successor in interest or assign of the EMPLOYER upon the terms and conditions contained herein. Additionally, any rights that EMPLOYEE may have with respect to accrued employee benefit(s), including but not limited to, vacation, holidays, compensatory time, longevity payments, personal days and sick days shall inure to the benefit of the estate of the EMPLOYEE in the event of her death.

10. Governing Law - The terms of and performance under this AGREEMENT shall be governed by the law of the State of New Jersey.

11. Notices - Any notice required or desired to be given under this AGREEMENT shall be given in writing and sent by certified mail to his or her residence in the case of the EMPLOYEE, which is 65 King Street, Hillside, New Jersey 07205 or to its principal office in the case of the EMPLOYER.

12. Entire Agreement - This instrument contains the entire agreement of the parties respecting the employment of EMPLOYEE, and there are no representations, warranties, or commitments, except as set forth herein. This AGREEMENT may be amended only by an instrument in writing executed by the parties hereto.

13. Headings - Section and other headings contained in this employment AGREEMENT are for reference purposes only and shall not effect in any way the meaning or interpretation of this AGREEMENT.

14. Savings Clause - Should any valid federal or state law or final determination of any court or administrative agency affect any provision of this AGREEMENT, the provisions or provisions so affected shall be automatically conformed to the law or determination and otherwise the AGREEMENT shall continue in full force and effect.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, EMPLOYER has by its authorized representative, signed and affected its seal and EMPLOYEE has signed this AGREEMENT.

FOR:

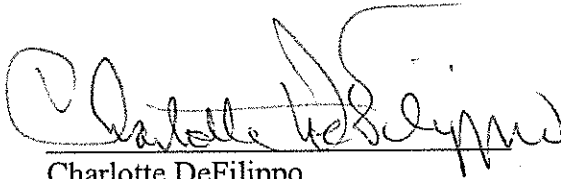
UNION COUNTY IMPROVEMENT
AUTHORITY

BY: 

Anthony R. Scutari, Chairperson

FOR:

EMPLOYEE

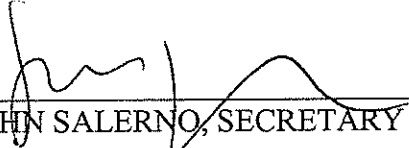

Charlotte DeFilippo

DATE: JAN. 11, 2012

JAN. 11, 2012

SEAL:

ATTEST:


JOHN SALERNO, SECRETARY

WITNESS:



Member Mushawry introduced and moved the adoption of the following resolution and Member McGhee seconded the motion.

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE INTRODUCTION OF THE ANNUAL BUDGET FOR
FISCAL YEAR JANUARY 1, 2012 THROUGH DECEMBER 31, 2012**

WHEREAS, the Annual Budget for the Union County Improvement Authority (the "Authority") for fiscal year January 1, 2012 through December 31, 2012 has been presented for adoption before the governing body of the Authority at its open public meeting of January 11, 2012;

WHEREAS, the Annual Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$29,580,498, Total Appropriations, including any Accumulated Deficit, if any, of \$29,580,498, and Total Unreserved Retained Earnings utilized of \$0; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of the bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts or agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or by other means provided by law.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Union County Improvement Authority, at an open public meeting held on January 11, 2012, that the Annual Budget, including any appended Supplemental Schedules, and the Capital Budget/Program of the Union County Improvement Authority for fiscal year January 1, 2012 through December 31, 2012 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of a sufficient amount to meet all proposed expenditures/expenses and all covenants,

terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Union County Improvement Authority will consider the Annual Budget and Capital Budget/Program for adoption on February 1, 2012.

The foregoing resolution was adopted by the following roll call vote:

Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member	✓			
Sebastian D'Elia, Member	✓			
Linda Hines, Member				✓
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING THE INTRODUCTION OF THE ANNUAL BUDGET FOR FISCAL YEAR JANUARY 1, 2012 THROUGH DECEMBER 31, 2012** is a true copy of a resolution adopted by the governing body of the Improvement Authority on January 11, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: January 11, 2012

(SEAL)