

RESOLUTION NO.: 10-2012

Member Hines introduced and moved the adoption of the following resolution and Member McShee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
ELECTING OFFICERS**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey as a public body and 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

WHEREAS, New Jersey law and the By-Laws for the Authority require and provide for the annual election of officers at the Authority's reorganization meeting in February of each year; and

WHEREAS, the Authority has determined through process of nomination and election, the Officers of the Authority for the upcoming year.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Authority that the Authority has elected and hereby names the following individuals to serve as Officers of the Authority commencing February 22, 2012 and ending at the Authority's next reorganization meeting in 2013:

- A. Anthony R. Scutari to serve as Chairperson;
- B. Carolyn Vollero to serve as Vice-Chairperson;
- C. John Salerno to serve as Secretary; and
- D. Joseph W. Miskiewicz to serve as Treasurer. and

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

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

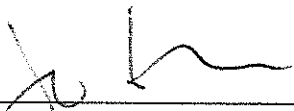
Recorded Vote

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 ELECTING OFFICERS**, is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: February 22, 2012

(SEAL)

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING THE RE-ADOPTION AND RE-
CONFIRMATION OF THE BY-LAWS OF THE UNION
COUNTY IMPROVEMENT AUTHORITY**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey as a public body and 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

WHEREAS, the Authority is governed by the By-Laws of the New Jersey Union County Improvement Authority (the "By-Laws") a copy of which is attached hereto; and

WHEREAS, the Authority desires to re-adopt and re-confirm the By-Laws as the current By-Laws of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority that the By-Laws of the New Jersey Union County Improvement Authority are hereby re-adopted and re-confirmed as the By-Laws of this Authority.

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

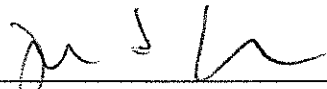
Recorded Vote

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 RE-ADOPTION AND RE-CONFIRMATION OF THE BY-LAWS OF THE UNION COUNTY IMPROVEMENT AUTHORITY**, is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: February 22, 2012

(SEAL)

RESOLUTION NO.: 12-2012

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY DESIGNATING THE AUTHORITY'S
OFFICIAL NEWSPAPERS AS THE *STAR LEDGER* AND THE
*COURIER NEWS***

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey, as a public body and 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

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-6 *et seq.* requires the Authority to designate at least two newspapers that have the greatest likelihood of informing the public of the Authority's public meetings and other official matters such as legal publications of the Authority, and requires the Authority to designate such newspapers as the Authority's official newspapers ;; and

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY that *The Star Ledger* and *The Courier News* shall be and are hereby designated as the official newspapers for the Authority as required by N.J.S.A. 10:4-8.d.

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 DESIGNATING THE OFFICIAL NEWSPAPERS FOR THE AUTHORITY AS THE *STAR LEDGER* AND *COURIER NEWS***, is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: February 22, 2012

(SEAL)

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

**RESOLUTION FOR THE UNION COUNTY IMPROVEMENT AUTHORITY
DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS OFFICIAL
DEPOSITORIES FOR THE MONIES OF THE AUTHORITY IN
ACCORDANCE WITH N.J.S.A. 40A:5-14 FOR THE YEAR 2012**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey as a public body and 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

WHEREAS, the Authority has and will have certain funds for deposit in financial institutions during the period March 2012 through February 2013;

WHEREAS, pursuant to N.J.S.A. 40A:5-14, the Authority adopted a cash management plan and is required to deposit, or invest, or deposit and invest, its funds pursuant to that plan; and

WHEREAS, in compliance with the foregoing statute, the Authority desires to designate such financial institutions for deposit of Authority funds;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Authority that the financial institutions listed below are the official depositories for the Authority funds during the period March 2012 through February 2013.

1. Crown Bank
400 Westminster Avenue
Elizabeth, NJ 07208
2. Wells Fargo Bank
350 Westminster Ave.
Elizabeth, NJ 07208
3. Investor Savings Bank
Union, New Jersey

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 DESIGNATING CERTAIN FINANCIAL INSTITUTIONS AS OFFICIAL DEPOSITORIES FOR THE MONIES OF THE AUTHORITY IN ACCORDANCE WITH N.J.S.A. 40A:5-14 FOR THE YEAR 2012**, is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: February 22, 2012

(SEAL)

Member McKee introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
ESTABLISHING A MEETING SCHEDULE FOR THE PERIOD MARCH
2012 THROUGH FEBRUARY 2013**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey, as a public body and 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

WHEREAS, the Authority constitutes a public body pursuant to the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-1 *et seq.*, and, as such, it is required to provide adequate notice of the meetings and activities of the Authority in the manner provided in N.J.S.A. 10:4-8(d); and

WHEREAS, in accordance with the provisions of N.J.S.A. 10:4-18, at least once each year, within seven days following its annual reorganization meeting, the Authority shall provide adequate notice of the schedule of its regular meetings for the succeeding year; and

WHEREAS, the Authority desires to establish a meeting schedule for the period March 2012 through February 2013, in accordance with the New Jersey Open Public Meetings Act.

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

Section 1. During the period March 2012 through February 2013, unless otherwise indicated on Exhibit A, the Authority shall have one (1) regular meeting per month on the first Wednesday of each month. The dates and times for such meetings are set forth in the Notice attached hereto as Exhibit A, which by this reference is made a part hereof as if set forth in full herein. Unless otherwise notified, all regular meetings of the Authority shall be held at the County of Union Administration Building, Freeholders Conference Room, 6th floor, located at Ten Elizabethtown Plaza, Elizabeth, New Jersey.

Section 2. The staff of the Authority are hereby directed to take all actions in order to satisfy the requirements of the Open Public Meeting Act, including, but not limited to, (a) posting notice of the meeting schedule in at least one public place reserved for such announcements, (b) providing the meeting schedule to the newspapers officially designated by the Authority to receive such notices, and (c) filing the meeting schedule with the Clerk of Union County and with the Clerk of each municipality located within the County of Union, and mailing this Resolution (including the

attached meeting schedule) to the Union County Manager and to the Clerk of the Board of Chosen Freeholders of the County of Union.

Section 3. This Resolution shall take effect immediately.

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

Recorded Vote

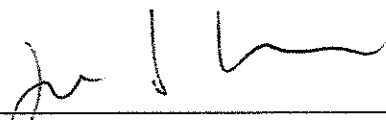
NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson				✓
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member				✓
Sebastian D'Elia, Member	✓			
Linda Hines, Member		✓		
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY ESTABLISHING A MEETING SCHEDULE FOR THE PERIOD MARCH 2011 THROUGH FEBRUARY 2013** is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary

Dated: February 22, 2012
(SEAL)

**SCHEDULE OF REGULAR PUBLIC MEETINGS OF THE UNION
COUNTY IMPROVEMENT AUTHORITY FOR THE PERIOD MARCH
2012 THROUGH FEBRUARY 2013**

In accordance with the Open Public Meetings Act, P.L. 1975, c.231, the following schedule of Regular Public Meetings of the Union County Improvement Authority was approved at the annual reorganization meeting of the Authority on Wednesday, February 22, 2012. The Authority gives public notice that it may act as a body, by taking official action, at any of the following meetings:

Wednesday, March 7, 2012 at 5:00 p.m.
Wednesday, April 4, 2012 5:00 p.m.
Wednesday, May 2, 2012 at 5:00 p.m.
Wednesday, June 6, 2012 at 5:00 p.m.
Wednesday, July 11, 2012 at 5:00 p.m.
Wednesday, August 1, 2012 at 5:00 p.m.
Wednesday, September 5, 2012 at 5:00 p.m.
Wednesday, October 3, 2012 at 5:00 p.m.
Wednesday, November 7, 2012 at 5:00 p.m.
Wednesday, December 5, 2012 at 5:00 p.m.
Wednesday, January 9, 2013 at 5:00 p.m.
Wednesday, February 6, 2013 at 5:00 p.m.*

All Regular Public Meetings of the Authority will be held at the County of Union Administration Building, Freeholders Conference Room, 6th floor, Ten Elizabethtown Plaza, Elizabeth, New Jersey 07201.

Portions of all meeting may be held in executive session to the extent allowed by law.

**Authority Reorganization Meeting*

RESOLUTION NO.: 15-2012

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
REAPPOINTING THE EXECUTIVE DIRECTOR AS THE AFFIRMATIVE
ACTION AND PUBLIC AGENCY COMPLIANCE OFFICER FOR THE
AUTHORITY**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an Ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey), as a public body and 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

WHEREAS, the Authority is obligated by law to comply with all equal opportunity and affirmative action compliance requirements imposed by federal, state and local laws; and

WHEREAS, the Authority previously appointed the Executive Director as the Authority's Affirmative Action and Public Agency Compliance Officer for a term of one year and such appointment has now expired; and

WHEREAS, the Authority desires to reappoint the Executive Director as Affirmative Action and Public Agency Compliance Officer upon the same terms and conditions.

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

Section 1. The Authority hereby appoints the Executive Director as the Public Agency Compliance Officer in order to ensure compliance with the equal opportunity and affirmative action laws.

Section 2. 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 REAPPOINTING THE EXECUTIVE DIRECTOR AS THE AFFIRMATIVE ACTION AND PUBLIC AGENCY COMPLIANCE OFFICER FOR THE AUTHORITY,,** is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: February 22, 2012

(SEAL)

RESOLUTION NO.: 16-2012

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY ADOPTING A LIST OF FIRMS QUALIFIED
TO PERFORM VARIOUS SERVICES TO THE AUTHORITY
PURSUANT TO A REQUEST FOR QUALIFICATIONS
PROCESS**

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, N.J.S.A. 40:37A-44, *et seq.*; and

WHEREAS, in order to carry out the stated purposes and goals for which the Authority was created, the Authority will require, from time to time, consulting and professional services relating to and in furtherance of its activities; and

WHEREAS, the Authority undertook a fair and open process through the issuance , on January 9, 2012, of a Request for Qualifications ("RFQ") for such services; and

WHEREAS, the Authority has established and implemented a procedure for a qualifications process, which required, at a minimum, (1) public advertisement of the RFQ, in the official Authority newspaper or on the official Authority website for at least ten (10) calendar days, (2) establishment of appropriate evaluation criteria, which was documented in writing and disclosed prior to the solicitation of qualifications, and (3) public opening of responses to the RFQ; and (4) announcement of awards of contracts based on responses to the RFQ; and

WHEREAS, the Authority advertised an RFQ for various professional services on January 9, 2012; and

WHEREAS, on January 24, 2012, the Authority received proposals from various firms in response to the RFQ, which have been reviewed and evaluated; and

WHEREAS, the Authority wishes to adopt the attached list of firms as qualified to perform services to the Authority, on an as-needed basis, pursuant to the RFQ and their proposals in response thereto.

NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY hereby adopts the attached list as the firms deemed qualified to perform services to the Authority pursuant to a RFQ process.

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 ADOPTING A LIST OF FIRMS QUALIFIED TO PERFORM VARIOUS SERVICES TO THE AUTHORITY PURSUANT TO A REQUEST FOR QUALIFICATIONS PROCESS**, is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
 John Salerno, Secretary

Dated: February 22, 2012

(SEAL)

Qualified Firms for 2012
Based on Responses to RFQ/P

Construction Management

Joseph Jingoli and Son, Inc.
Harbor Consultants, Inc.
Epic Construction Management
MAST Construction Services
French & Parrello Associates
Pinnacle Consulting & Construction
Consolidated Construction Management
KS Engineers
Cambridge Construction Management
Neglia Engineering Associates

General Engineering Services

Harbor Consultants, Inc.
HDR Engineering, Inc.
French & Parrello
Birdsall Services Group, Inc.
The Musial Group, PA
Consolidated Construction Management
Joseph Jingoli and Son, Inc.
DMR Architects
El Associates
KS Engineers
URS
Neglia Engineering Associates

Architectural Services

The Musial Group, PA
Netta Architects
Harbor Consultants, Inc.
El Associates
DMR Architects
USA Architects
GRA Architects

Bond Counsel Services

Law Office of John G. Hudak, Esq.,
DeCotiis, FitzPatrick & Cole, LLP
Inglesino, Pearlman & Wysiskala

Special Counsel Services

Weber Dowd Law, LLC
Florio & Kenny, LLP

General Counsel Services

DeCotiis, FitzPatrick & Cole, LLP

Financial Advisor Services

NW Financial Group, LLC
Acacia Financial Group, Inc.

Auditing Services

Suplee, Clooney & Company

Insurance Brokerage Services

Brown & Brown Metro, Inc.
Alamo Insurance Group
Connor Strong & buckelew

Public Relations Services

Lenox Consulting

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPOINTING CERTAIN PROFESSIONALS TO
THE AUTHORITY**

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, in order to carry out the stated purposes and goals for which the Authority was created, and pursuant to N.J.S.A. 40A:11-1 *et seq.*, the Authority will require the provision of certain general and specialized consulting and professional services relating to and in furtherance of its activities; and

WHEREAS, the Authority has undertaken a fair and open process through the issuance, on January 9, 2012, of a Request for Qualifications ("RFQ") for such services; and

WHEREAS, the Authority has established and implemented a procedure for a qualifications process, which required, at a minimum, (1) public advertisement of the RFQ, in the official Authority newspaper or on the official Authority website for at least ten (10) calendar days, (2) establishment of appropriate evaluation criteria, which was documented in writing and disclosed prior to the solicitation of qualifications, and (3) public opening of responses to the RFQ; and (4) announcement of awards of contracts based on responses to the RFQ; and

WHEREAS, the Authority advertised an RFQ for services including, but not limited to, General Counsel Services, Bond Counsel Services, Auditing Services, Financial Advisor Services and Insurance Brokerage Services; and

WHEREAS, on January 24, 2012, the Authority received one response for the provision of General Counsel Services from DeCotiis, FitzPatrick & Cole, LLP; three responses for the provision of Bond Counsel Services from the Law Office of John G. Hudak, Esq., LLC; DeCotiis, FitzPatrick & Cole, LLP, and Inglesino, Pearlman & Wyciskala; one response for the provision of Auditing Services from Suplee, Clooney & Company; two responses for the provision of Financial Advisor Services from NW Financial Group, LLC and Acacia Financial Group, Inc.; and three responses for the provision of Insurance Brokerage Services from Brown & Brown Metro, Inc., Alamo Insurance Group, and Conner Strong & Buckelew; and

WHEREAS, the Authority desires to appoint DeCotiis, FitzPatrick & Cole, LLP as General Counsel; the Law Office of John G. Hudak, Esq., LLC as Bond Counsel; Suplee, Clooney & Company as Auditor; NW Financial Group, LLC as Financial Advisor; and Brown & Brown Metro, Inc. as Insurance Broker to serve in such respective capacities until the next reorganization meeting of the Authority in February 2013;

NOW, THEREFORE, BE IT RESOLVED THAT THE UNION COUNTY IMPROVEMENT AUTHORITY:

Section 1. Appoints the following professionals to provide professional and consulting services to the Authority during the period beginning February 22, 2012 through the Authority's reorganization meeting in February 2013, and authorizes the preparation of professional services contracts, for such professionals as follows:

- A. DeCotiis FitzPatrick & Cole, LLP as General Counsel to provide general and specialized legal services in connection with the Authority's programs and activities.
- B. NW Financial Group, LLC as Financial Advisor to provide financial advisory services and technical consultation services in connection with the Authority's programs and activities.
- C. The Law Office John G. Hudak, Esq., LLC as Bond Counsel to provide bond counsel services in connection with the Authority's programs and activities.
- D. Suplee, Clooney & Company as Auditor to provide auditing services as required by law and other budgetary services as authorized by the Executive Director.
- E. Brown & Brown Metro, Inc. as Insurance Broker to assist the Authority with all aspects of its insurance program, including but not limited to, continuously updating the Authority's insurance coverage and policies and reviewing any and all contracts to which the Authority is a party to analyze and provide input on potential liability and/or compliance issues.

Section 2. This resolution shall take effect immediately.

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

Recorded Vote

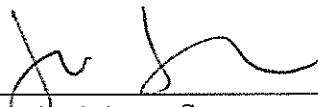
NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson				✓
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer	✓			
Walter Boright, Member				✓
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member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

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPOINTING CERTAIN PROFESSIONALS TO THE AUTHORITY**, is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary

Dated: February 22, 2012

(SEAL)

RESOLUTION NO. 18-2012

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE MAKING OF AN APPLICATION TO THE DIRECTOR
OF THE DIVISION OF LOCAL GOVERNMENT SERVICES AND/OR THE
LOCAL FINANCE BOARD PURSUANT TO N.J.S.A 40A:5A-6, N.J. S. A.
40:37A-54(a), N.J.S.A. 40:37A-78, N.J.S.A. 40:37A-80 AND OTHER
APPLICABLE SECTIONS IN CONNECTION WITH THE AUTHORITY'S
PROPOSED GUARANTEED LEASE REVENUE BONDS, SERIES 2012
(UNION COUNTY FAMILY COURT BUILDING PROJECT-ELIZABETH)**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders (the "Board of Freeholders") of the County of Union, New Jersey (the "County"), as public body corporate and politic of the State of New Jersey (the "State") 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 County has requested that the Authority undertake and provide financing for the design and construction of a Union County Family Court Building and Office Facility to be located, in part, at 10 Cherry Street, Elizabeth, New Jersey, which is a facility owned and operated by the Authority, and on adjoining lands currently owned by the County (the "Project"); and

WHEREAS, the Project is expected to provide new Family Court facilities for the Union County Superior Court, and office facilities for the Authority and the County, and will include a parking structure; and

WHEREAS, the Authority has been requested to finance the Project; and

WHEREAS, the Authority is desirous of assisting in the financing of such Project, to the extent permitted by law; and

WHEREAS, the Authority believes: (i) it is in the public interest to accomplish such purpose; (ii) said purpose is for the health, wealth, convenience or betterment of the inhabitants of the County of Union; (iii) the amounts to be expended for said purpose are not unreasonable or exorbitant; and (iv) the proposal is an efficient and feasible means of providing for the needs of the inhabitants of the County of Union and will not create an undue financial burden to be placed upon the County.

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority as follows:

Section 1. The making of an application to the Director of Local Government Services, and/or the Local Finance Board for the purpose of implementing the Project is hereby authorized and approved, and all actions to be taken by the Authority's Chairman and/or Executive Director, the Authority's bond counsel, Law Office of John G. Hudak, Esq., LLC., and all of such parties are

hereby approved, and all said parties are hereby authorized and directed to represent the Authority in matters pertaining thereto, including, without limitation, any hearing to be held by the Local Finance Board relating to the Project.

Section 2. The Secretary of the Authority is hereby directed to prepare and file a copy of each of the proposed Financing Documents with the Local Finance Board as part of such application.

Section 3. The Director of Local Government Services and/or the Local Finance Board are hereby respectfully requested to consider such application and to record its findings and recommendations as provided by law.

Section 4. This resolution shall take effect immediately.

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 MAKING OF AN APPLICATION TO THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES AND/OR THE LOCAL FINANCE BOARD PURSUANT TO N.J.S.A 40A:5A-6, N.J. S. A. 40:37A-54(a), N.J.S.A. 40:37A-78, N.J.S.A. 40:37A-80 AND OTHER APPLICABLE SECTIONS IN CONNECTION WITH THE AUTHORITY'S PROPOSED GUARANTEED LEASE REVENUE BONDS, SERIES 2012 (UNION COUNTY FAMILY COURT BUILDING PROJECT)**, is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: February 22, 2012
(SEAL)

Member Neysee introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING THE APPROPRIATION OF
CERTAIN FUNDS TO THE UNION COUNTY FAMILY
COURT BUILDING PROJECT**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey (the "State") 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 has entered into a Shared Services Agreement dated November 1, 2011 with the County pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, in which the County has requested that the Authority assist it with the design, financing, management and construction of a new Family Court Building and Parking Deck for the Superior Court, County of Union (the "Project") in Elizabeth, New Jersey, and the Authority has agreed to undertake all actions necessary to implement the Project, and

WHEREAS, the Authority intends to finance the Project with debt obligations (the "Project Debt Obligations") but the Authority may advance and pay for certain costs of the Project (the "Project Costs") prior to the issuance of the Project Debt Obligations with funds of the Authority that are not borrowed funds, and;

WHEREAS, the Authority has received certain advance funds (the "Advance Funds") from the County so that the Project may proceed timely until the Project Debt Obligations are financed by the Authority to pay the Project Costs; and

WHEREAS, the Authority has deposited the Advance Funds in a separate bank account with the Wells Fargo Bank, Elizabeth, New Jersey; and

WHEREAS, the Authority wishes to appropriate the Advance Funds to the Project;

NOW THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Advance Funds are hereby appropriated to the Project, and may be drawn upon only for Project expenses, as may be approved from time to time by the Authority's Board of Commissioners

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 THE APPROPRIATION OF CERTAIN FUNDS TO THE UNION COUNTY FAMILY COURT BUILDING PROJECT** is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: February 22, 2012

(SEAL)

RESOLUTION NO. 20-2012

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR
PROJECT COSTS FROM THE PROCEEDS OF DEBT OBLIGATIONS TO BE
ISSUED IN CONNECTION WITH THE UNION COUNTY FAMILY COURT
BUILDING PROJECT, ELIZABETH, NEW JERSEY**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by an ordinance of the Board of Chosen Freeholders (the "Board of Chosen Freeholders") of the County of Union, New Jersey (the "County"), as a public body corporate and politic of the State of New Jersey (the "State") 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 County has requested that the Authority undertake and provide financing for the design and construction of a Union County Family Court Building and Office Facility to be located, in part, at 10 Cherry Street, Elizabeth, New Jersey, which is a facility owned and operated by the Authority, and on adjoining lands currently owned by the County (the "Project"); and

WHEREAS, the Project is expected to provide new Family Court facilities for the Union County Superior Court, and office facilities for the Authority and the County, and will include a parking structure; and

WHEREAS, the Authority intends to finance the Project with debt obligations (the "Project Debt Obligations") but the Authority may advance and pay for certain costs of the Project (the "Project Costs") prior to the issuance of the Project Debt Obligations with funds of the Authority that are not borrowed funds;

WHEREAS, the Authority reasonably anticipates that obligations, the interest on which is excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), will be issued by the Authority (the "Issuer") to finance the Project on a long-term basis and lease same to the County, said Project to be constructed with the proceeds of the Issuer's obligations (the "Project Bonds"); and

WHEREAS, the Authority desires to preserve its right to treat an allocation of proceeds of the Project Debt Obligations to the reimbursement of Project Costs paid prior to the issuance of the Project Debt Obligations as an expenditure for such Project Costs to be reimbursed for purposes of Sections 103 and 141 through 150, inclusive, of the Code.

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority as follows:

Section 1. The Authority reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with proceeds of the Project Debt Obligations.

Section 2. This resolution is intended to be and hereby is a declaration of the Authority's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with the proceeds of a borrowing to be incurred by the Issuer, in accordance with Treasury Regulations §150-2.

Section 3. The maximum principal amount of the Project Debt Obligations expected to be issued to finance the Project is [\$45,000,000].

Section 4. The Project Costs to be reimbursed with the proceeds of the Project Debt Obligations will be "capital expenditures" in accordance with the meaning of Section 150 of the Code.

Section 5. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the Project Bonds used to reimburse the Borrower for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the Project Debt Obligations or another issue of debt obligations of the Borrower, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1).

Section 6. All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the Project Debt Obligations is paid, or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 7. 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 DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR PROJECT COSTS FROM THE PROCEEDS OF DEBT OBLIGATIONS TO BE ISSUED IN CONNECTION WITH WITH THE UNION COUNTY FAMILY COURT BUILDING PROJECT, ELIZABETH, NEW JERSEY**, is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By:  _____
JOHN SALERNO, Secretary

Dated: February 22, 2012

(SEAL)

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RESOLUTION NO.: 21-2012

Member McShane introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING AN AGREEMENT WITH
NETTA ARCHITECTS LLC FOR ARCHITECTURAL AND
ENGINEERING DESIGN SERVICES IN CONNECTION
WITH THE NEW UNION COUNTY FAMILY COURT
BUILDING AT CHERRY STREET IN ELIZABETH, NEW
JERSEY**

WHEREAS, the Authority has entered into a Shared Services Agreement dated November 1, 2011 with the County of Union (the "County"), pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, in which the County has requested that the Authority assist it with the design, financing, management and construction of a new Family Court Building and Parking Deck for the Superior Court, County of Union (the "Project") in Elizabeth, New Jersey, and the Authority has agreed to undertake all actions necessary to implement the Project, which include, but are not limited to, the hiring of certain professionals for the Project; and

WHEREAS, the County has previously contracted with Netta for Architectural and Engineering Design of the Project, as described and included in Netta's proposal dated September 14, 2009, approved on January 21, 2010 by Resolution No. 2010-92 of the Board of Chosen Freeholders of the County of Union, and amended on July 9, 2010 by Resolution No. 2010-354 (the "Proposal"), and

WHEREAS, the Authority now has an obligation to provide the Services for the Project pursuant to the Shared Services Agreement, and in accordance therewith, the Authority and Netta now wish to enter into the Professional Services Agreement (the "Agreement") attached hereto, by and between themselves, pursuant to Netta's services and fee proposal included therein, to provide all services concerning the Project, including, but not limited to, the services of subcontractors, for and on behalf of the Authority for a cost not to exceed \$869,102.00, as set forth in the Agreement; and

WHEREAS, the Authority is authorized by the Shared Services Agreement and by law to contract for professional services such as those contemplated in this Agreement, without public advertising or bidding pursuant to N.J.S.A. 40A:11-1 *et seq.*;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority that the Agreement by and between the Authority and Netta Architects LLC, 25 Route 22 East, Suite 290, Springfield, New Jersey 07081 to provide Architectural and Design Services for the Project, is hereby approved for a cost not to exceed \$869,102.00; 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 AN AGREEMENT WITH NETTA ARCHITECTS LLC FOR ARCHITECTURAL AND ENGINEERING DESIGN SERVICES IN CONNECTION WITH THE NEW UNION COUNTY FAMILY COURT BUILDING AT CHERRY STREET IN ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary

Dated: February 22, 2012
(SEAL)

**AGREEMENT BY AND BETWEEN THE UNION COUNTY
IMPROVEMENT AUTHORITY AND NETTA ARCHITECTS,
LLC FOR ARCHITECTURAL SERVICES FOR THE UNION
COUNTY FAMILY COURT BUILDING AND PARKING
DECK PROJECT**

THIS AGREEMENT, ("Agreement") dated as of _____, 2012, by and between the Union County Improvement Authority, a body corporate and politic of the State of New Jersey, having offices at 10 Cherry Street, Elizabeth, New Jersey (the "Authority") and Netta Architects, LLC, located at 25 Route 22 East, Suite 290, Springfield, New Jersey 07081 ("Netta"), the parties sometimes referred to herein as a "Party" or the "Parties"):

WITNESSETH:

WHEREAS, the Authority has entered into a Shared Services Agreement dated November 1, 2011 (the "Shared Services Date") with the County of Union (the "County"), pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, in which the County has requested that the Authority assist it with the design, financing, management and construction of a new Family Court Building and Parking Deck for the Superior Court, County of Union (the "Project"), and the Authority has agreed to undertake all actions necessary to implement the Project, which include, but are not limited to, the hiring of certain professionals for the Project; and

WHEREAS, the County has previously contracted with Netta for Architectural and Engineering Design of the Project, as described and included in Netta's proposal dated September 14, 2009, approved on January 21, 2010 by Resolution No. 2010-92 of the Board of Chosen Freeholders of the County of Union, and amended on July 9, 2010 by Resolution No. 2010-354 (the "Proposal"), and

WHEREAS, in accordance with the Shared Services Agreement, the Authority and Netta now wish to enter into a Professional Services Agreement (the "Agreement") by and between themselves, pursuant to which Netta shall provide all services concerning the Project, such as, but not limited to, the services of consultants, for and on behalf of the Authority; and

NOW THEREFORE, the Parties, each intending to be legally bound herein, do mutually agree as follows:

DEFINITIONS

The following definitions shall apply to and are used in this Agreement:

"Agreement" means this agreement for professional services entered into by and between the Authority and Netta Architects, and any Schedules attached hereto.

"Authority" means the Union County Improvement Authority, a public body, corporate and politic of the State of New Jersey organized and existing under law, and created by ordinance of the Board of Chosen Freeholders of the County, duly adopted, and, except as otherwise expressly provided herein, its commissioners, officers, agents and employees.

“Change in Law” means the enactment, promulgation, modification or repeal of or with respect to any applicable law subsequent to the date of this Agreement that establishes requirements affecting performance by a Party under this Agreement which are more burdensome than and adversely inconsistent with the requirements applicable to the performance of such obligations as of the date of this Agreement, or require modification of previously approved work product of Netta Architects.

“Construction Manager” means MAST Construction Inc.

“County” means the County of Union, New Jersey, its officers, employees and agents.

“Netta” means Netta Architects, LLC, its officers and directors, agents and employees.

“Project” means the new Union County Family Court Building and Parking Deck to be constructed at the intersection of Cherry Street and Rahway Avenue, Elizabeth, including the demolition of existing buildings and improvements on the Project Site and site preparation.

“Project Site” means the real property on which the Project will be constructed.

“Services” means the architectural and engineering work and services that Netta and its consultants shall provide for the Project, pursuant to this Agreement, including construction administration.

“Proposal” means the proposal submitted by Netta to the County in September 2009, which included, among other things, the Project.

“State” means the State of New Jersey, including its appropriate administrative, contracting and regulatory agencies and offices.

“Uncontrollable Circumstance” means the following acts, events or conditions or any combination thereof that can be reasonably expected to have a direct, material, adverse effect on the rights or the obligations of either Party to this Agreement or a direct, material, adverse effect on the Facility or the Facility Site or the construction of the Facility so long as such act, event or condition shall be beyond the reasonable control of, and shall not be the result of the willful, intentional or negligent action or inaction, of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement:

(a) act of God, such as lightning, earthquake, acts of a public enemy (including, but not limited to, terrorist acts), war or other military action (or any escalation thereof), blockade, insurrection, riot or civil disturbance, theft, vandalism, sabotage, perils of the sea or air (to the extent that same affect the delivery of materials), rainstorms, blizzards, hurricanes, tornadoes or similar occurrence; or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (other than, with respect to the Authority, any such exercise or taking by the Authority, the County or any governmental authority controlled by the Authority or the County), or any other acts or requirements of any public, quasi-public or private entity that could not have been reasonably anticipated; but not including reasonably anticipated weather conditions for the geographic area of the Facility; strikes or other, similar labor actions by manufacturers, suppliers or

transporters of materials or equipment.

(b) the suspension, termination, interruption, denial or failure of renewal or issuance of any government permit, license, consent, authorization or approval which is necessary for the design and/or construction of the Facility or the performance of obligations hereunder, or the unreasonable delay by any governmental entity having jurisdiction over the subject matter of this Agreement of any permit, license, consent, authorization or approval;

(c) the discovery of any surface or subsurface condition, including hazardous waste or hazardous materials, at the Facility Site not previously within a Party's actual knowledge;

(d) the failure of any third party contractor or supplier of any tier to furnish labor, services, materials or equipment on the dates agreed to, provided that such failure is caused by an act, event or condition which materially and adversely affects the performance of such third party contractor or supplier and which act, event or condition would otherwise constitute an Uncontrollable Circumstance if it directly affected the Party relying thereon rather than any such third party contractor or supplier; provided however, that notwithstanding anything contained above to the contrary, the occurrence of such act, event or condition must materially and adversely affect such Party's ability to perform its obligations and such Party is not reasonably, and without substantial additional cost, able to obtain substitute labor, services, materials or equipment on the agreed upon dates..

Terms Generally. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise noted, the words "include", "includes" and "including" which are used in this Agreement shall be deemed to be followed by the phrase "without limitation".

ARTICLE 1

TERM

1.01 Term. The term of this Agreement shall commence on November 1, 2011 and continue until a Certificate of Occupancy has been issued for the Project.

1.02 Schedule. Netta shall perform the Services with professional skill and care consistent with the orderly progress of the work and in accordance with the timeframes set forth in the Proposal, which may be adjusted as the Project proceeds. The schedule or timeline shall include allowances for time required for the Authority's review and approval of submissions, and approvals of agencies or public bodies with jurisdiction over the Project. The schedule or timeline and any adjustments thereto, when approved by the Authority, shall not, except for reasonable cause, be exceeded by either Party, provided that neither Party shall be responsible for delays due to Uncontrollable Circumstances.

ARTICLE 2

SERVICES

2.01 Services. (a) Netta will provide the Services for the Project described in its Proposal attached hereto as Exhibit A and in this Article 2. The Project shall consist of two separate phases, the first of which shall be Demolition and Site Preparation of the Project Site, and the second shall be the Construction of the new Family Court Building and Parking Deck on the Project Site. Netta shall perform the Services for both phases of the Project, as applicable, and all references in this Agreement to Netta's obligations, including, but not limited to, the Services, are intended to refer to both phases of the Project.

(b) To the extent that Netta has provided any of the Services to the County prior to the Shared Services Date, the Authority acknowledges and adopts such Services as though they had been provided to the Authority hereunder.

2.02 General Contractor The Authority will retain one (1) general contractor ("General Contractor") for each phase of the Project.

2.03 Consultants. Netta shall retain the following consultants as required in connection with the Project: structural, mechanical, electrical and plumbing engineers, civil engineers, and information technology, environmental, and parking design consultants.

2.04 Netta Personnel. (a) Netta has or will secure at its own expense, all personnel required to perform the Services. Personnel shall specifically include Nicholas Netta, Laurence K. Uher, and such other personnel as Netta deems necessary. Netta shall inform the Authority of the identities of other key personnel who will be assigned to the Project. The Authority shall retain the right to approve the key personnel. No key personnel in Netta's employ shall be substituted by Netta without the Authority's express approval.

(b) Key personnel shall not be employees of or have any other contractual relationship with the Authority.

(c) All Services will be performed under the direct supervision of Nicholas Netta, AIA.

(d) All personnel engaged in the Project shall be fully qualified and shall possess current licenses as applicable.

(e) Netta shall not subcontract any of the architectural Services without the prior written approval of the Authority.

2.05 Conformance to Government and Industry Standards. All Services rendered and documents prepared by Netta shall strictly conform to all applicable laws, statutes and ordinances, rules and regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies in effect when the Services are rendered and the documents are prepared. In addition, all Services and documents shall conform to generally accepted standards of performance for architects, designers and planners as the case may be.

2.06 Authority Approval of Services. Netta shall perform the Services to the reasonable satisfaction of, and with the approval of, the Authority, which approval shall not be unreasonably withheld.

2.07 Schematic Design. The Authority recognizes that most, if not all, Schematic Design Services have been provided by Netta to the County prior to the Shared Services Date. The Schematic Design Services are nonetheless listed below, and to the extent any or any part of them have not yet been provided to the Authority, Netta acknowledges that they will be provided under this Agreement.

2.07.1 The Authority shall fully discuss its requirements for the Project with Netta, and Netta shall develop a program that shall set forth the Authority's design objectives, constraints and criteria, including space and operational requirements and relationships, flexibility and expendability, special equipment and systems, and site requirements.

2.07.2 Netta shall prepare, for approval by the Authority, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

2.08 Design Development. The Authority recognizes that most, if not all, Design Development Services have been provided by Netta to the County prior to the Shared Services Date. The Design Development Services are nonetheless listed below, and to the extent any or any part of them have not yet been provided to the Authority, Netta acknowledges that they will be provided under this Agreement.

2.08.1 Based upon the approved Schematic Design Documents and any adjustments authorized by the Authority, Netta and its engineering consultants shall prepare, for approval by the Authority, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

2.08.2 Netta shall review and comment on the estimate of Construction cost prepared by the Construction Manager and, shall consult with the Construction Manager about value engineering changes to reduce the cost of the Project.

2.08.3 The Construction Manager shall review the Design Development Documents for constructability and advise Netta of any recommended revisions.

2.09 Construction Documents. The Authority recognizes that most, if not all, Construction Documents Services have been provided by Netta to the County prior to the Shared Services Date. The Construction Documents Services are nonetheless listed below, and to the extent any or any part of them have not yet been provided to the Authority, Netta acknowledges that they will be provided under this Agreement.

2.09.1 Based upon the approved Design Development Documents and any further adjustments authorized by the Authority, Netta shall prepare, for review by the Construction Manager and approval by the Authority, Construction Documents consisting of drawings and specifications setting

forth in detail the requirements for the construction of the Project, including a CSI specification book. No Construction Documents shall be released for bidding until they are approved by the Authority.

2.09.2 Netta shall review and comment on any adjustments to previous estimates of probable Construction Cost prepared by the Construction Manager.

2.09.3 Netta shall assist the Authority and the Construction Manager in connection with their responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.09.4 Netta shall coordinate input from the consultants with its work performed during the foregoing phases.

2.09.5 Following the Construction Manager's review and the Authority's approval of the Construction Documents and the most recent statement of probable Construction Cost, Netta shall finalize the Construction Documents.

2.10 Bidding

2.10.1 (a) Netta shall assist the Construction Manager with the preparation of the bid documents including reasonable alternates, options and substitutions and shall review and approve submissions of proposals for the same as appropriate.

(b) Netta shall prepare assemble, print and distribute bid packages to bidders, and answer inquiries from bidders and prepare necessary interpretations, clarifications and addenda to the bid documents.

2.10.2 Netta and the Construction Manager shall review bid submissions and make recommendations to the Authority for the award of the bids.

2.10.3 The Construction Documents prepared by Netta pursuant to this Agreement and by the consultants, including the structural, mechanical, electrical, and plumbing engineers, the Authority's contracts with General Contractors for the Project, the conditions thereof, and any addenda, modifications or change orders shall be referred to hereafter as the "Contract Documents."

2.11 Construction Administration

2.11.1 The Construction Administration Phase shall commence with the award of a contract for construction and continue for 17 months thereafter.

2.11.2 Netta shall attend a kick-off meeting at the Project Site and attend the construction meetings to be bi-weekly to become familiar with the progress and quality of the work and to determine in general if the work is proceeding substantially in accordance with the Construction Documents. On the basis of such on-site observations, Netta shall advise the Authority of the progress and of any observed defects or deficiencies in the work of the General Contractor.

2.11.3 Netta shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, for the acts or omissions of the Construction Manager, the General Contractor, or any of the consultants or other persons performing any of the work, or for the failure of any of them to meet their schedules for completion or to carry out the work in accordance with the Contract Documents.

2.11.4 Netta shall consult with and recommend to the Authority rejection of work which does not conform to the Construction Documents. However, neither this authority of Netta nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Netta to the Construction Manager, General Contractor, subcontractors,][material and equipment suppliers, their agents or employees or other persons or entities performing portions of the work

2.11.5 Netta shall, in a timely manner, review and take appropriate action on General Contractor submissions such as shop drawings, product data and material samples, for conformance with the design concept and the Construction Documents. Netta's review and action will be in accordance with the Project Schedule; provided that in the event Netta receives submissions late, it will review and act upon them as quickly as possible, consistent with the time required for professional review. When professional certification of performance characteristics of materials, systems or equipment is required by the Construction Documents, Netta shall be entitled to rely on such certification to establish that the materials, systems or equipment will meet the performance criteria of the Construction Documents.

2.11.6 Netta shall review change orders prepared by the Construction Manager and make recommendations to the Authority for approval or disapproval of such requests, and issue any necessary bulletins.

2.11.7 Netta shall review properly prepared, timely written requests by the Construction Manager for additional information about the Construction Documents. Such requests shall be in a form prepared or approved by Netta and shall include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested.

2.11.8 Netta shall conduct inspections to determine the dates of substantial completion and final completion and shall forward to the Authority for its review the written warranties and related documents required by the Contract Documents and assembled by the Construction Manager. After the Construction Manager notifies Netta that the Project is substantially complete and Netta, based on its observations, concurs in this determination, Netta shall prepare a punch list for the Project identifying items that require remedial work.

2.11.9 Netta will prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Construction Manager to Netta.

2.12 Additional Services. Additional Services not included in this Article 2 or the Proposal (Exhibit A) shall be performed by Netta only if they are approved in advance by the Authority. Netta

shall be compensated for Additional Services by a mutually agreed sum, which shall be subject to the approval of the Authority Board.

ARTICLE 3

COMPENSATION:

3.01 Compensation. Netta shall be compensated in an amount not to exceed \$869,102.00 for the Services. (See Exhibit B) Netta's compensation shall be inclusive of Services to be performed by the structural, mechanical, electrical, plumbing, and civil engineers, and any other consultants Netta shall retain for the Project. The Parties agree that the compensation amount may be amended from time to time with the approval of the Authority's Board of Commissioners, on presentation by Netta of requests to amend this Agreement.

3.02 Billing Terms. The Authority shall pay Netta for the Services each month in accordance with Section 3.06 hereof, subject to the availability of appropriations. In no event shall the Authority pay overtime, or any other enhanced rates for the Services.

3.03 Reimbursable Expenses. The Authority shall reimburse Netta for reimbursable expenses as described in the Proposals. Reimbursable expenses shall include, but not be limited to, the costs of duplication, data processing, telecopy, reproductions, renderings, models and mock-ups that may be requested by the Authority, postage and special packaging for drawings, specifications or other documents, messenger and overnight delivery service, meals, if appropriate, long-distance calls, and travel expenses. Netta shall obtain the prior written approval of the Authority for expenditures involving out-of-state travel, overnight accommodations and meals in conjunction therewith, or any other out of pocket expense estimated to exceed \$500.00, exclusive of printing and reproductions.

3.04 Netta's Errors and Omissions. The Authority reserves the right to deny payment, in whole or in part, of any additional cost incurred in the preparation of documents or the performance of Services resulting from Netta's negligent error or omission.

3.05 Netta's Books and Records. Upon the reasonable request of the Authority, Netta shall make available for inspection by appropriate officials or agents of the Authority Netta's books and records concerning this Agreement and the charges, fees and costs incurred by Netta in performing its obligations hereunder.

3.06 Terms of Payment. Netta shall submit monthly invoices to the Authority, which shall generally describe the Services performed and tasks accomplished and confirm that the Services are consistent with the Proposals. The Authority shall pay Netta's invoices according to its standard procedures, which include approval by the Authority's Board of Commissioners. The Authority shall make every effort to pay Netta's invoices promptly.

ARTICLE 4

PROJECT DOCUMENTS

4.01 CADD Discs. (a) Upon payment by the Authority of all sums due Netta for Services pursuant to this Agreement, Netta shall provide the Authority with copies of CADD discs reflecting the final design of the project (the "CADD Discs"). The Authority acknowledges that Netta retains the copyright in the work product reflected on the CADD Discs and that the Authority's use of the CADD Discs is limited to use in connection with the Project for which they were prepared. The Authority acknowledges that the CADD Discs will be furnished for its convenience, and they will not supersede or replace information contained in the Construction Documents as issued by the Architect. The Authority's use and modification of the CADD Discs is at its sole risk and Netta shall have no liability therefore.

(b) The Authority agrees that it shall not use the CADD Discs on other projects, for additions to this Project, or for completion of this Project by others provided Netta is not in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

(c) The Authority agrees that in the event it, its officers, directors, employees, agents or independent contractors use the CADD Discs as permitted herein, to the fullest extent permitted by law it shall defend and indemnify Netta, its partners, agents, employees and consultants, and hold them harmless from any and all actions, claims, damages, demands, liabilities, losses, judgments, costs or expenses, including attorneys' fees, which any of them may incur as a result of the Authority's use of, alterations to, deviations from, or additions to material contained on the CADD Discs. Netta's titleblock shall be removed from any discs or drawings produced there from which are filed with public authorities or are otherwise distributed to third parties.

4.02 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Netta's rights under this Article 4.

ARTICLE 5

CONSTRUCTION COSTS

5.01 The Construction Cost shall be the total estimated cost of all elements of the design and construction of the Project. The Construction Manager shall establish the Construction Cost. Construction Cost shall include the fee of the Construction Manager, labor and materials, including equipment, but not Netta's compensation under this Agreement, or the reimbursable expenses of Netta, the Construction Manager, the Authority or its consultants.

5.02 Netta shall review and comment on the estimate of Construction Cost prepared by the Construction Manager and, if requested by the Authority, shall consult with the Construction Manager about value engineering changes to reduce the cost of the Project. Netta's estimate of the Project Budget shall represent Netta's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Netta nor the Authority has control over the cost of labor, materials or equipment, the General Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Netta cannot and does not warrant or represent that bids

or negotiated prices will not vary from the Project Budget or from any statement of probable construction cost or other cost estimate or evaluation prepared or reviewed by Netta.

5.03 In the event the Project Budget is exceeded by the lowest bona fide bid, or negotiated cost, the Authority alone shall determine whether it shall approve an increase in the Project Budget or exercise its rights to rebid, revise, or terminate the Project under N.J.S.A. 40A:11-16 and Section 8.05 of this Agreement.

ARTICLE 6

CONSTRUCTION SITE CONDITIONS AND LOGISTICS

6.01 It is intended that the terms and conditions of the Authority's agreement with the Construction Manager shall be consistent with the terms and conditions of this Agreement and there shall be no overlap in the Services to be performed by Netta and the Construction Manager. The Authority shall provide Netta with a copy of the agreement between the Authority and the Construction Manager and shall also provide a copy of this Agreement to the Construction Manager.

6.02 Netta shall have no obligation to provide or arrange for the services of soil engineers or other consultants, for such things as test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations. Should the Architect, Construction Manager, or the Authority determine that the aforesaid are necessary, the Authority will arrange for same either on its own or through the Construction Manager.

6.03 The Authority shall provide to Netta, for its use in connection with this Agreement, any structural, mechanical, chemical or other laboratory tests, inspections and reports pertaining to the Project Site, including any such information or documents in its possession prior to the date of this Agreement.

6.04 In the event either Party observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, it shall give prompt written notice to the other Party.

6.05 In the event the Project is suspended in whole or in part for more than thirty (30) consecutive days, Netta shall be compensated for all Services performed prior to receipt of written notice of such suspension, together with demobilization costs and reimbursable expenses due. Netta shall resume work upon two weeks' notice from the Authority.

6.06 Hidden Conditions on the Project Site. The Parties agree that it is not possible to anticipate all the problems that may arise in connection with the Project. In the event hidden conditions are uncovered during construction, Netta shall notify the Authority of same. Such hidden conditions shall be considered Uncontrollable Circumstances and Netta shall not be responsible for additional costs or delays resulting from such conditions.

6.07 Hazardous and Toxic Materials. Notwithstanding any provisions in this Agreement to the contrary, Netta and its consultants are not responsible for the performance of any Services in connection with or related to hazardous or toxic materials or pollutants, including, but not limited to, asbestos-related materials, lead, polyvinylchloride and soil contaminants that may become manifest during construction. The Authority agrees to retain an expert(s) to arrange for the prompt identification and removal or treatment of such materials identified during the course of the Project.

6.08 Furniture Disclaimer. Netta shall not be responsible for the failure of any contractor, manufacturer, material supplier or other vendor to fabricate, deliver or install the furniture, fixtures and equipment in accordance with the Contract Documents, or for the acts or omissions of any contractor, manufacturer, material supplier or other vendor, their agents or employees, or any other persons responsible in any way for the furniture, fixtures and equipment for the Project.

ARTICLE 7

REPRESENTATIONS

7.01 Netta's Representations. Netta makes the following representations and covenants:

(a) Netta has the legal capacity to enter into this Agreement and perform each of its undertakings herein set forth;

(b) Netta is a duly organized and validly existing legal entity under the laws of the State of New Jersey and has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf.

(c) To the best of Netta's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(d) Netta's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party.

(e) Netta shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, *et seq.*, N.J.A.C. 17:27-1.1, *et seq.* and N.J.A.C. 6:4-1.6, as set forth in Schedule F to this Agreement. Netta also agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer.

(f) Netta shall comply with the provisions of the Americans With Disabilities Act, 42 U.S.C. 12101, *et seq.*

7.02 Further Netta Representations. Netta represents and warrants that no corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of Netta has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

7.03 Authority's Representations The Authority makes the following representations and warrants:

(a) that this Agreement has been duly authorized by its Board of Commissioners according to law, and upon execution by its Chairman or Vice Chairman, it shall be valid and binding upon the Authority and in full force and effect;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

ARTICLE 8

DEFAULT AND TERMINATION

8.01 Events of Default by Netta. The following shall constitute Events of Default of Netta unless such event results from the occurrence of an Uncontrollable Circumstance or the Authority's fault or the fault of any third party:

(a) the persistent and repeated failure(s) of Netta to timely perform any material obligation under the terms of this Agreement, subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and Netta has not, within twenty (20) days, cured or attempted or commenced a cure of such failure;

(b) (1) Netta being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by Netta under the laws of any jurisdiction or against Netta if Netta does not take appropriate action to dismiss said proceedings within thirty (30) days of the institution of such proceedings, or (3) any action or answer by Netta approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of Netta that shall substantially interfere with its performance hereunder;

(c) breach of any material representations by Netta set forth in this Agreement, and failure to remedy such breach for a period of thirty (30) days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

8.02 Events of Default by Authority. The following shall constitute Events of Default on the part of the Authority unless such event results from the occurrence of an Uncontrollable Circumstance or Netta's fault or the fault of any third party:

(a) the persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement, subsequent to receipt by the Authority of a written notice from Netta of such persistent and repeated failure(s) to perform, and the Authority has not, within twenty (20) days, cured or attempted or commenced a cure of such failure;

(b) (1) the Authority's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Authority under the laws of any jurisdiction or against the Authority if the Authority does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within thirty (30) days of the institution of such proceeding, or (3) any action or answer by the Authority approving of, consenting to or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of the Authority which shall substantially interfere with its performance hereunder; or

(c) breach of any material representations by the Authority set forth in this Agreement and failure to remedy such breach for a period of twenty (20) days after written notice thereof has been provided by Netta specifying such failure and requesting that such condition be remedied.

8.03 Initial Remedy in the Event of Default. Except as otherwise provided in this Agreement, in the event of a default under this Agreement or any of its terms or conditions by either party hereto or any successor party, the defaulting Party (or successor) shall, within ten (10) days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy the default, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

8.04 Remedies in the Event of Termination of Agreement. (a) In the event that, prior to the completion of the Project, Netta assigns or attempts to assign this Agreement contrary to the provisions hereof, or a default of either Party shall not be cured within a reasonable time after the date of written demand for cure or remedy, this Agreement shall be terminated and the Parties shall have no further obligations hereunder except as expressly set forth in this Section 8.04.

(b) Upon termination, the Authority shall pay Netta in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Article 3

hereof, and Netta shall release to the Authority all Project Documents in accordance with Article 4 hereof.

8.05 Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon (10) days prior written notice to Netta of such termination, which notice shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay Netta in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Article 3 hereof, and Netta shall release to the Authority all Project Documents in accordance with Article 4 hereof.

ARTICLE 9

INSURANCE AND INDEMNIFICATION

9.01 Insurance. Throughout the Term of this Agreement, Netta shall maintain the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Coverages

(1) Workers Compensation:
Statutory requirements.

(2) Comprehensive General Liability, Bodily Injury, and Property Damage
with a certificate of insurance specifying as a minimum, Broad Form Property Damage; Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence/\$3,000,000 aggregate, and in no case less than \$1,000,000 per person.

(3) Comprehensive Automobile Liability:
\$1,000,000 combined single limit for Bodily Injury or Property Damage with coverage provided for (1) owned motor vehicles, (2) hired motor vehicles, and (3) other non-owned vehicles.

(4) Professional Liability Insurance:
Minimum \$1,000,000 per claim and a \$2,000,000 annual aggregate limit of liability.

(b) Form and Content.

Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage to be maintained by Netta shall:

(1) designate the Authority and the County, their officers, employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(2) provide that there shall be no recourse against the Authority for payment of

premiums or commissions or any additional premiums or assessments;

(3) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or Netta to the extent that such other insurance provides the Authority or Netta with contingent and/or excess liability insurance with respect to its interest in the Project; and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable to all insured as a group and liability for premiums) shall operate in the same manner as if there were a separate policy covering each insured;

(4) provide that the Authority and Netta shall be furnished with at least thirty (30) days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(5) waive any right of subrogation of the insurers against the Authority or Netta and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured under such policy.

(c) Evidence of Insurance. Prior to the date on which Netta shall begin performance of the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements of Section 8.01 (a) and (b). Thereafter, new or renewal certificates shall be delivered at least thirty (30) Days prior to expiration of the current policy. If Netta shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if Netta fails to do so within five (5) Days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from Netta immediately upon demand by the Authority.

9.02 Indemnification and Hold Harmless. Netta agrees to indemnify and defend, to the fullest extent possible under Netta's insurance coverage, and hold harmless the Authority, and the County of Union, and their respective officers, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property, but only to the extent of arising out of Netta's negligent acts or omissions in connection with the performance of the Services.

9.03 Contractor Indemnity The Authority shall include Netta in the indemnification of the Authority as provided in the agreement with the Authority's Construction Manager and the General Contractor.

ARTICLE 10 MISCELLANEOUS

10.01 Assignment. This Agreement may not be assigned by Netta or the Authority without the

other's prior written consent. An assignment shall be in writing, and shall be reasonably satisfactory to the Authority or to Netta, as the case may be, as to form and content. At the time of assignment, the Authority and Netta shall, if necessary, modify this Agreement, to the extent required, in order to clearly delineate the respective obligations of the Authority, Netta and the assignee.

10.02 Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery, courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To Netta: Nicholas Netta
Netta Architects
25 Route 22 East, Suite 290
Springfield, New Jersey 07081
email: nnetta@nettaarchitects.com

To the Authority: Union County Improvement Authority
10 Cherry Lane
Elizabeth, New Jersey 07201
Attn: Charlotte DeFilippo, Executive Director
markbrinkucia@ucia.org

With a copy to: Catherine E. Tamasik, Esq.
DeCotiis, FitzPatrick & Cole, L.L.P.
500 Frank W. Burr Blvd.
Teaneck, New Jersey 07666
email: ctamasik@decotiislaw.com

10.03 Waiver. The waiver by either Party of a default or of a breach of any provision of this Agreement by the other Party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

10.04 Credit and Photograph Rights (a) In the event the Authority publishes or causes to be published, or permits third parties the right to publish, photographs or representations of the Project, the Authority shall include reference to Netta as architect for the Project in any such publication. The Authority agrees to require any third party granted such permission to publish a depiction, photograph or representation of the Project to be bound by this paragraph.

(b) Following completion of the Project, and no later than ninety (90) days from the date of the termination of this Agreement, and with the approval of the State Juvenile Justice Commission, Netta shall have the right to take photographs of the Project for its own use

10.05 Certificates The proposed language of certificates, certifications or statements requested

of Netta or its consultants shall be submitted to Netta for review and approval at least seven (7) days prior to execution.

10.06 Modifications. The provisions of this Agreement may be modified only by written agreement duly executed by both parties.

10.07 Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

10.08 Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties hereto, shall be venued in the court for the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

10.09 Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

10.10 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall use their best efforts to negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

10.11 Liability of Officers and Employees. The obligations and liabilities of the Parties and to the extent applicable, the County, under this Agreement are solely those of such Party and, if applicable, the County and neither the Authority, Netta or the County, as applicable, none of their affiliates, parent companies or subsidiaries, nor any of their respective commissioners, directors, members, managers, officers, agents, representatives or employees shall be charged personally by the other or held contractually liable thereto under any term or provision of this Agreement, because of either Party's execution or attempted execution or because of any breach or alleged breach thereof or any other reason.

10.12 Third Party Relationships. Nothing contained in the Agreement shall create a contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or Netta.

10.13 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to their rights and obligations hereunder. The terms of Netta's Proposal are incorporated herein and made a part of this Agreement as though the Proposal was set forth in full herein. In the event of a conflict between this Agreement and the terms of Netta's Proposal, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the Authority has caused these presents to be duly executed and Netta has caused these presents to be duly executed, as of the day and year first above written:

ATTEST:

UNION COUNTY IMPROVEMENT
AUTHORITY

By: _____

John Salerno
Secretary

By: _____

~~Anthony R. Scutari~~ *Joseph Miskiewicz*
Acting Chairman

WITNESS:

NETTA ARCHITECTS

By: _____

By: _____

Nicholas Netta

EXHIBIT A

NETTA ARCHITECTS, LLC PROPOSAL

EXHIBIT B
FEE SCHEDULE

EXHIBIT A

NETTA ARCHITECTS, LLC PROPOSAL

Introductory Letter

September 14, 2009

Mr. Thomas O. Mineo, P.E.
County Engineer
Division of Engineering
2325 South Avenue
Scotch Plains, NJ 07076

**RE: REQUEST FOR PROPOSAL FOR
NEW COUNTY BUILDING AND PARKING DECK
ELIZABETH, NEW JERSEY**

Dear Mr. Mineo:

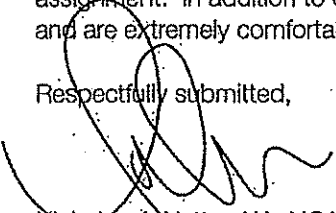
The firm of Netta Architects is submitting the following Request for Proposal for your consideration to provide comprehensive Architectural, Engineering, Interior Design, Information Technology and Sustainable Design Services to the County of Union.

Located in Springfield, New Jersey, the firm of Netta Architects was established in 1993. We are a successful and aggressive award winning architectural firm proudly holding an excellent reputation with an impressive client list on a variety of complex projects. Some of our project's experiences which layout the level of difficulty and attention to detail we are capable of designing and managing include educational facilities, historic restorations, emergency response facilities, governmental buildings, transportation facilities, and high-rise mixed-use buildings.

Additionally, our firm has been providing design services for a large number of county and municipal clients. We have completed a large number of projects with these entities and are currently working on a variety of projects for the following agencies: The Port Authority of New York and New Jersey, New Jersey Transit, the Counties of Union, Essex, Passaic, Middlesex, and Somerset, along with the local municipalities of Newark, Elizabeth, Linden, New Providence, Berkeley Heights, Roselle Park, Union, and Piscataway.

Netta Architects has thoroughly reviewed this Request for Proposal, and we are confident we can handle the assignment. In addition to our diverse project experience, we are thoroughly familiar with this building type and are extremely comfortable working with public clients. We look forward to your favorable response.

Respectfully submitted,


Nicholas J. Netta, AIA, NCARB
Principal

NJN/pg
Enclosures

Statement of Understanding

Netta Architects has thoroughly reviewed this Request for Proposal for Architectural, Engineering, Sustainable Design, Interior Design and Information Technology Services for the County of Union. We fully understand that the scope of work will include professional services relevant to the Demolition of the Existing Office Building and Garage and the complete Design of a new, USGBC Platinum-rated LEED v3, 30,000 square foot Building along with a new 250 Car Parking Deck. Further, we understand that the professional services required for this project are as follows:

- Preliminary Design – Phase I
- Schematic Design – Phase II
- Design Development – Phase III
- Contract Documents – Phase IV
- Bidding and Negotiations – Phase V
- Construction Administration – Phase VI

As highly qualified service professionals, we understand the unique needs and requirements of serving public clients such as the County of Union. Netta Architects has a proven track record built on over a decades worth of experience. We are committed to excellence, developing cost effective solutions that maximize our clients' budget without sacrificing design.

Netta Architects is intimately familiar with this building type. We have extensive design experience in Court Facilities, Office Buildings, and Commercial architecture. Netta Architects is a leader in Sustainable Design, we are fully certified by the USGBC and have completed a large number of LEED Facilities. In addition we have assembled a team of highly qualified consultants familiar with LEED Certification Requirement and Commissioning to assist us in the Design of this Project.

In closing, we fully understand the scope of services required by this Request for Proposal and feel that through our unique vision and project experience that we are extremely qualified to provide these services to the County of Union.



NettaArchitects

September 17, 2009

Mr. Thomas O. Mineo, P.E.
County Engineer
Division of Engineering
County of Union
2325 South Avenue
Scotch Plains, New Jersey 07076

**RE: PROPOSED NEW COUNTY BUILDING
AND PARKING DECK
ELIZABETH, NEW JERSEY
Proposal No. P09-049**

Dear Mr. Mineo:

Pursuant to our careful review of the Request for Proposal, dated August 27, 2009 from the County of Union and subsequent to its request, I am pleased to submit our proposal for comprehensive Architectural, Engineering, Sustainable Design, Interior Design and Information Technology Services for the above referenced project.

This proposal is based upon this office completing the scope of services as outlined in Section 202 of the Request for Proposal which is also attached as an amendment to this proposal. The firm of Netta Architects and its consultants, Birdsall Services Group and Tim Haas Associates, agree to perform the following professional services:

ARTICLE I

SCOPE OF SERVICE

PHASE I

PRELIMINARY DESIGN: (14 days)

A. Environmental:

1. Perform an Asbestos Identification Survey;
2. Perform a Lead Based Paint and Universal Waste Survey Tests;
3. Perform a full Phase I -- on all existing structures;
4. Perform Thermal Conductivity Testing;
5. Preparation of UST removal specification; and
6. UST closure and oversight reporting.

B. Civil Engineering:

1. Perform a detailed topographic utility and boundary survey; and
2. Complete all required geotechnical investigations.

C. Architectural:

1. Perform site visits to thoroughly familiarize ourselves with all existing site and Building conditions;
 2. Perform Photographical Documentation of the site and surrounding area;
 3. Field verification of existing Office Building and S.L.A.P. Building; and
 4. Documentation of Existing Office Building and S.L.A.P. Building.
-

Preliminary Design Fee..... \$ 95,000.00

PHASE II

SCHEMATIC DESIGN: (21 days)

1. Programmatic Design Meetings with the County and Improvement Authority to establish the Building requirements;
2. Preparation of detailed Architectural program outlining all spatial requirements and adjacencies guidelines;
3. Allow for all required meetings with the County to review and approve the architectural program.
4. Preparation of preliminary architectural plans and elevations for three (3) design concepts for the proposed Building and Parking Garage;
5. Preparation of a preliminary construction cost estimate based on the preliminary design;
6. Provide for all necessary design and coordination meetings with the County; and
7. Obtain LEED registration for Platinum rated building.

Schematic Design Fee \$112,275.00

PHASE III

DESIGN DEVELOPMENT: (30 days)

1. Preparation of detailed civil engineering documents and drainage calculations;
 2. Preparation of preliminary architectural plans and elevations and sections for the selected concept;
 3. Preparation of preliminary structural engineering plans, sections and details;
 4. Preparation of preliminary mechanical/electrical/plumbing plans, sections and details;
 5. Preparation of a preliminary construction cost estimate based on the Design Development documents;
 6. Provide for all necessary design and coordination meetings with the County;
 7. Preparation of planning board submission package to the City of Elizabeth;
 8. Preparation of two (2) presentation renderings;
 9. Presentation of the project to the City of Elizabeth Planning Board; and
 10. Review material selections with the County to meet Green Building guidelines.
-

Design Development Fee \$159,825.00

PHASE IV

CONTRACT DOCUMENTS: (115 days)

Prepare the following architectural and engineering plans and specifications in sufficient detail to receive competitive bids. Plans will be prepared in strict conformance to the State of New Jersey's Uniform Construction Code and all of its sub-codes.

30% Level Design Submission:

1. Prepare 30% complete environmental hygiene documents;
2. Prepare 30% complete architectural and interior design plans;
3. Prepare 30% complete structural engineering plans;
4. Prepare 30% complete mechanical/electrical/plumbing and fire protection plans;
5. Prepare 30% complete information technologies plans;
6. Prepare a construction cost estimate based on the 30% level design;
7. Provide for all necessary progress and coordination meetings with the County of Union; and
8. Perform all required LEED team administration and submissions.

60% Level Design Submission:

1. Prepare 60% complete environmental hygiene documents;
2. Prepare 60% complete architectural and interior design plans;
3. Prepare 60% complete structural engineering plans;
4. Prepare 60% complete mechanical/electrical/plumbing and fire protection plans;
5. Prepare 60% complete information technologies plans;
6. Prepare a construction cost estimate based on the 60% level design;
7. Provide for all necessary progress and coordination meetings with the County of Union; and
8. Perform all required LEED team administration and submissions.

90% Level Submission:

1. Prepare 90% complete environmental hygiene documents;
2. Prepare 90% complete civil engineering plans;
3. Prepare 90% complete architectural and interior design plans;
4. Prepare 90% complete structural engineering plans;
5. Prepare 90% complete mechanical/electrical/plumbing and fire protection plans;
6. Prepare 90% complete project manual including all technical specifications;
7. Prepare 90% complete information technologies plans;
8. Provide final construction cost estimate based on the 90% level design;
9. Provide for all necessary progress and coordination meetings with the County of Union; and
10. Perform all required LEED team administration and submissions.

100% Level Submission:

1. Submit five (5) sets of 100% contract documents to the County of Union for final review and approval; and
2. Finalize LEED design submission for Platinum rating.

Contract Documents Fee \$295,050.00

PHASE V

BID ASSISTANCE: (1 Bid Cycle)

1. Assist County of Union with the distribution of plans and specifications;
2. Attend one (1) pre-bid conference and site tour;
3. Provide interpretation of contract documents for bidding contractors;
4. Review contractors' LEED qualifications;
5. Prepare addenda base on contractor's requests for information;
6. Prepare bid tabulation sheet; and
7. Professionally assist the County of Union in awarding a contract for construction.

Bid Assistance Fee \$ 52,000.00

PHASE VI

E. CONSTRUCTION ADMINISTRATION: (17 Months)

1. Attend pre-construction meeting;
2. Review and approve contractors' shop drawings;
3. Review and approve all contractors' application for payment;
4. Perform weekly site inspections to monitor the contractor's performance in accordance to the contract documents;
5. Attend thirty-two (32) bi-weekly construction progress meetings;
6. Record and distribute all construction meeting minutes;
7. Perform final punch list inspection;
8. ~~Preparation of final as-built documents in accordance to Section 114;~~
9. Enhanced commissioning of building energy system; and
10. Final LEED construction submission.

Construction Administration Fee \$ 185,000.00

ARTICLE II

COMPENSATION

The above outlined professional Architectural, Engineering, LEED, Interior Design and Information Technology Services shall be completed for fee of **Eight Hundred Ninety Nine Thousand One Hundred Fifty Dollars (\$899,150.00)**.

Fee Breakdown:

Phase I – Preliminary Design Phase	\$ 95,000.00
Phase II – Schematic Design Phase	\$112,275.00
Phase III – Design Development Phase	\$159,825.00
Phase IV – Contract Documents Phase	\$295,050.00
Phase V – Bidding Phase	\$ 52,000.00
Phase VI – Construction Administration Phase	\$185,000.00
TOTAL NOT TO EXCEED FEE	\$899,150.00

ARTICLE III

TERMS

Architectural services will be billed on a monthly basis in accordance to Section 106 Consultants Fees and method of payment as outlined in the Request for Proposal.

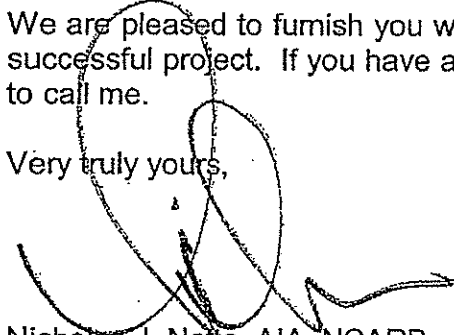
ARTICLE IV

REIMBURSABLE EXPENSES

Payment for reimbursable expenses will be included in each monthly payment application. Reimbursable expenses include actual expenditures made by the Architect for the project which is outlined in Section 106. Anticipated cost for reimbursable expenses shall not exceed \$55,000.00. ~~All associated back-up documentation for expenses shall be included as~~ part of the payment application packages. Consultants Fees as outlined in the County's Request for Proposal.

We are pleased to furnish you with this proposal. We look forward to working with you on a successful project. If you have any questions regarding this proposal, please do not hesitate to call me.

Very truly yours,



Nicholas J. Netta, AIA, NCARB
Principal

NJN/pg

Standard Schedule of Rates

Professional Services:

■ Principal	\$225.00 per hr
■ Managing Architect	\$175.00 per hr
■ Senior Architect	\$150.00 per hr
■ Architect Level I	\$125.00 per hr
■ Architect Level II	\$115.00 per hr
■ Architect Level III	\$100.00 per hr
■ Draftsman	\$65.00 per hr
■ Engineer	\$150.00 per hr
■ Clerical	\$50.00 per hr
■ Planning Board Appearance	\$700.00 per appearance
■ Computer Renderings	\$2,500.00 per rendering

Reimbursable Expenses:

■ Automobile Travel	Federal Rate
■ Tolls	Direct Cost
■ Reproductions	50 cents per sq. ft
■ Digital Files	\$ 200.00 per CD
■ B&W Prints (8-1/2" x 11")	25 cents per print
■ B&W Plotting (11" x 17")	\$1.00 per plot
■ B&W Plotting (24" x 36")	\$3.00 per plot
■ B&W Plotting (36" x 48")	\$5.00 per plot
■ Color Plotting (8-1/2" x 11")	\$20.00 per plot
■ Color Plotting (11" x 17")	\$40.00 per plot
■ Color Plotting (24" x 36")	\$75.00 per plot
■ Color Plotting (36" x 48")	\$100.00 per plot
■ Express Mailing	1.2 X Direct Cost

Additional Professional Costs:

■ Consultants	1.3 X Direct Cost
■ Scientists, Engineers, Planners, Surveyors, Professional Photography	1.3 X Cost Billed

Areas of Expertise



Netta Architects as an Award-winning design firm possess extensive experience in the following areas:

New Building Design

- Hospitality Facilities
- Educational Facilities
- Transportation Facilities
- Public Safety Facilities
- Health Care Facilities
- Commercial Facilities
- Recreational Facilities

Historic Restoration

- Exterior Restoration
- Interior Restoration
- Assessment of Need Studies

Netta Architects is certified by the State of New Jersey's Historic Preservation Office as an expert in the field of preservation.

Interiors Design

- Space Planning
- Interior Alterations
- Furniture Selection

Description of Professional Services

Netta Architects, as a full-service architectural design firm, will perform the following services in-house:

- Architectural Programming
- Architectural Design
- Budgetary Estimating
- Document Preparation
- Board Presentations
- Construction Administration

Netta Architects in providing the design service required by this Request for Proposal will subcontract the following work:

- Environmental
- Civil Engineering
- Structural Engineering
- M/E/P Design
- Fire Protection

Netta Architects has established a very close relationship with, and anticipates using, the following consultants to provide the required consultant services:

Birdsall Services Group Companies

611 Industrial Way, West
Eatontown, NJ 07724

Timothy Haahs & Associates, Inc.

144 Livingston Avenue
New Brunswick, NJ 08901

EXHIBIT B
FEE SCHEDULE

Union County Family Court & Parking Deck

		<u>Union County</u>		<u>Union County Improvement Authority</u>	
Original Contract	<u>\$904,650.00</u>				
	\$899,150.00	\$662,150.00	Paid up to 100% Contract Documents	\$237,000.00	Bid & Construction Administration
RE-Expenses	\$5,500.00	\$5,500.00		\$0.00	
Change Order No.1	<u>\$1,810,925.00</u>				
	\$1,795,925.00	\$1,215,094.00	Paid up to 80% Contract Documents	\$580,830.16	20% Contract Documents & Construction Administration
RE-Expenses	\$15,000.00	\$3,728.29		\$11,271.71	
Change Order No.2	<u>\$40,000.00</u>				
	\$38,500.00	\$0.00		\$38,500.00	
RE-Expenses	\$1,500.00	\$0.00		\$1,500.00	
<hr/>		<hr/>		<hr/>	
\$2,755,575.00		\$1,886,472.29	(paid)	\$869,101.87	(Remaining to be invoiced)

RESOLUTION NO.: 22-2012

Member McMree introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY AUTHORIZING AN AGREEMENT WITH
MAST CONSTRUCTION SERVICES IN CONNECTION
WITH THE NEW UNION COUNTY FAMILY COURT
BUILDING AT CHERRY STREET IN ELIZABETH, NEW
JERSEY**

WHEREAS, the Authority has entered into a Shared Services Agreement dated November 1, 2011 with the County of Union (the "County"), pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, in which the County has requested that the Authority assist it with the design, financing, management and construction of a new Family Court Building and Parking Deck for the Superior Court, County of Union (the "Project") in Elizabeth, New Jersey, and the Authority has agreed to undertake all actions necessary to implement the Project, which include, but are not limited to, the hiring of certain professionals for the Project; and

WHEREAS, the County has previously contracted with MAST Construction Services ("MAST") for Construction Management Services for the Project, as described and included in MAST's proposal dated April 6, 2010, approved on June 24, 2010, by Resolution No. 2010-612 of the Board of Chosen Freeholders of the County of Union (the "Proposal"), and

WHEREAS, the Authority now has an obligation to provide the Services for the Project pursuant to the Shared Services Agreement, and in accordance therewith, the Authority and MAST now wish to enter into the Professional Services Agreement (the "Agreement") attached hereto, by and between themselves, pursuant to MAST's services and fee proposal included therein, to provide all services concerning the Project, including, but not limited to, the services of subcontractors, for and on behalf of the Authority for a cost not to exceed \$956,236.00, as set forth in the Agreement; and

WHEREAS, the Authority is authorized by the Shared Services Agreement and by law to contract for professional services such as those contemplated in this Agreement, without public advertising or bidding pursuant to N.J.S.A. 40A:11-1 *et seq.*;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Authority that the agreement by and between the Authority and MAST Construction Services, 96 E. Main Street, Little Falls, New Jersey 07424, to provide Construction Management Services for the Project, for the Project, is hereby approved for a cost not to exceed \$956,236.00; 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 AN AGREEMENT WITH MAST CONSTRUCTION SERVICES IN CONNECTION WITH THE NEW UNION COUNTY FAMILY COURT BUILDING AT CHERRY STREET IN ELIZABETH, NEW JERSEY**, is a true copy of a resolution adopted by the governing body of the Improvement Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: February 22, 2012
(SEAL)

**AGREEMENT BY AND BETWEEN THE UNION COUNTY
IMPROVEMENT AUTHORITY AND MAST
CONSTRUCTION SERVICES FOR CONSTRUCTION
MANAGEMENT SERVICES FOR THE UNION COUNTY
FAMILY COURT BUILDING AND PARKING DECK
PROJECT**

THIS AGREEMENT, ("Agreement") dated as of _____, 2012, by and between the Union County Improvement Authority, a body corporate and politic of the State of New Jersey, having offices at 10 Cherry Street, Elizabeth, New Jersey (the "Authority") and MAST Construction Services, located at 96 E. Main Street, Little Falls, New Jersey 07424 ("MAST"), the parties sometimes referred to herein as a "Party" or the "Parties"):

W I T N E S S E T H:

WHEREAS, the Authority has entered into a Shared Services Agreement dated November 1, 2011 (the Shared Services Date") with the County of Union (the "County"), pursuant to the Uniformed Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, *et seq.*, in which the County has requested that the Authority assist it with the design, financing, management and construction of a new Family Court Building and Parking Deck for the Superior Court, County of Union (the "Project"), and the Authority has agreed to undertake all actions necessary to implement the Project, which include, but are not limited to, the hiring of certain professionals for the Project; and

WHEREAS, the County has previously contracted with MAST for Construction Management Services for the Project which was described and included in MAST's proposal dated April 6, 2010, approved on June 24, 2010, by Resolution No. 2010-612 of the Board of Chosen Freeholders of the County of Union (the "Proposal"), and

WHEREAS, in accordance with the Shared Services Agreement, the Authority and MAST now wish to enter into this Professional Services Agreement by and between themselves, pursuant to which MAST shall provide all Construction Management Services concerning the Project for and on behalf of the Authority (the "Services") and the Authority shall be obligated to compensate MAST for the Services;

NOW THEREFORE, the Parties, each intending to be legally bound herein, do mutually agree as follows:

GLOSSARY of TERMS

The following definitions shall apply to and are used in this Agreement:

"Agreement" means this agreement for professional services entered into by and between the Union County Improvement Authority and MAST Construction Services and all Exhibits attached hereto.

“Architect” means Netta Architects, LLC, its officers and directors, employees, and agents

“Authority” means The Union County Improvement Authority, a public body, corporate and politic of the State of New Jersey organized and existing under the Act and created by ordinance of the Board of Chosen Freeholders of the County, duly adopted, and, except as otherwise expressly provided herein, its commissioners, officers, agents or employees.

“Change in Law” means the enactment, promulgation, modification or repeal of or with respect to any applicable law subsequent to the date of this Agreement that establishes requirements affecting performance by a Party under this Agreement which are more burdensome than and adversely inconsistent with the requirements that are applicable to the performance of such obligations as of the date of this Agreement.

“Construction Manager” means MAST Construction Services.

“County” means the County of Union, New Jersey, its officers, employees and agents.

“Party” means either the Authority or MAST.

“Project” means the new Union County Family Court Building and Parking Deck to be constructed at the intersection of Cherry Street and Rahway Avenue, Elizabeth, including the demolition of existing buildings and improvements on the Project Site and site preparation.

“Project Site” means the real property on which the Project will be constructed

“Services” means the work MAST is obligated to perform under this Agreement.

“State” means the State of New Jersey, including its appropriate administrative, contracting and regulatory agencies and offices.

“Supplemental Service” means work performed by MAST in addition to the Services MAST is obligated to perform under this Agreement.

“Uncontrollable Circumstance” means the following acts, events or conditions or any combination thereof that can be reasonably expected to have a direct, material, adverse effect on the rights or the obligations of either Party to this Agreement or a direct, material, adverse effect on the Facility or the Facility Site or the construction of the Facility so long as such act, event or condition shall be beyond the reasonable control of, and shall not be the result of the willful, intentional or negligent action or inaction, of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under the terms of this Agreement:

(a) act of God, such as lightning, earthquake, acts of a public enemy (including, but not limited to, terrorist acts), war or other military action (or any escalation thereof), blockade, insurrection, riot or civil disturbance, theft, vandalism, sabotage, perils of the sea or air (to the extent that same affect the delivery of materials), rainstorms, blizzards, hurricanes, tornadoes or similar

occurrence; or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity (other than, with respect to the Authority, any such exercise or taking by the Authority, the County or any governmental authority controlled by the Authority or the County), or any other acts or requirements of any public, quasi-public or private entity that could not have been reasonably anticipated; but not including reasonably anticipated weather conditions for the geographic area of the Facility; strikes or other, similar labor actions by manufacturers, suppliers or transporters of materials or equipment.

(b) the suspension, termination, interruption, denial or failure of renewal or issuance of any government permit, license, consent, authorization or approval which is necessary for the design and/or construction of the Facility or the performance of obligations hereunder, or the unreasonable delay by any governmental entity having jurisdiction over the subject matter of this Agreement of any permit, license, consent, authorization or approval;

(c) the discovery of any surface or subsurface condition, including hazardous waste or hazardous materials, at the Facility Site not previously within a Party's actual knowledge;

(d) the failure of any third party contractor or supplier of any tier to furnish labor, services, materials or equipment on the dates agreed to, provided that such failure is caused by an act, event or condition which materially and adversely affects the performance of such third party contractor or supplier and which act, event or condition would otherwise constitute an Uncontrollable Circumstance if it directly affected the Party relying thereon rather than any such third party contractor or supplier; provided however, that notwithstanding anything contained above to the contrary, the occurrence of such act, event or condition must materially and adversely affect such Party's ability to perform its obligations and such Party is not reasonably, and without substantial additional cost, able to obtain substitute labor, services, materials or equipment on the agreed upon dates..

Terms Generally. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise noted, the words "include", "includes" and "including" which are used in this Agreement shall be deemed to be followed by the phrase "without limitation".

ARTICLE 1

TERM

1.01 Term. The term of this Agreement shall commence on November 1, 2011, and shall continue until a Certificate of Occupancy has been issued for the Project by the appropriate body and the County has taken possession of the Project.

1.02 Schedule. MAST shall perform the Services with professional skill and care consistent with the orderly progress of the work. MAST shall coordinate the performance of the Services with those of the Architect as outlined in the Agreement between the Authority and the Architect.

ARTICLE 2

SERVICES

2.01 Services. (a) MAST will provide the Services for the Project described in its Proposal attached hereto as Exhibit A and in this Article 2. The Project shall consist of two separate phases, the first of which shall be Demolition and Site Preparation of the Project Site, and the second shall be the Construction of the new Family Court Building and Parking Deck on the Project Site. MAST shall perform the Services for both phases of the Project, as applicable, and all references in this Agreement to MAST's obligations, including, but not limited to, the Services, are intended to refer to both phases of the Project.

(b) To the extent that MAST has provided any of the Services to the County prior to the Shared Services Date, the Authority acknowledges and adopts such Services as though they had been provided to the Authority hereunder.

2.02 General Contractor The Authority will retain one (1) general contractor ("General Contractor") for the Project.

2.03 Consultants. MAST shall retain no consultants in connection with the Project except those whose for whom the cost and scope of services have been approved in advance in writing by the Authority.

2.04 MAST Personnel. (a) MAST has or will secure at its own expense, all personnel required to perform the Services. MAST shall inform the Authority of the identities of key personnel who will be assigned to the Project. The Authority shall retain the right to approve the key personnel. No key personnel in MAST's employ shall be substituted by MAST without the Authority's express approval.

(b) Key personnel shall not be employees of or have any other contractual relationship with the Authority.

(c) All personnel engaged in the Project, including key personnel, shall be fully qualified and shall possess current licenses or other appropriate evidence of their qualifications.

2.05 Conformance to Government and Industry Standards. All Services rendered and documents prepared by MAST shall strictly conform to all applicable laws, statutes and ordinances, rules and regulations, methods and procedures of all governmental boards, bureaus, offices and commissions and other agencies in effect when the Services are rendered and the documents are prepared. In addition, all Services and documents shall conform to generally accepted standards of performance for construction managers.

2.06 Authority Approval of Services. MAST shall perform the Services to the satisfaction

of, and with the approval of, the Authority, which approval shall not be unreasonably withheld.

2.07 Preconstruction Services are described below and in Exhibit A

2.07.1 Schematic Design

- Attend preliminary meeting with the Authority and its representatives to define their requirements and the goals for the Project.
- Confer with the Authority and its representatives to identify areas of responsibility; develop a flow chart of communications and coordination.
- Confer with Project stakeholders to establish lines of communications and coordination.
- Based on the schematic design prepared by the Architect, produce a preliminary cost estimate for the Project.

2.07.2 Design Development Phase

- Throughout the design development and construction document production phases, MAST will perform periodic review of the documents setting forth in detail the requirements in the construction of the Project to assess the constructability and cost of the Project.
- Suggest design alternates and their estimated cost as required to insure conformance with the project budget (the "Project Budget").
- Produce detailed cost estimates including all hard and soft costs at 90% construction documents.
- Review the final drawings and specifications prior to bidding.
- Prepare bidding alternates, options and substitutions as required.
- Make recommendations on cost- saving and time-saving measures

2.07.3 Bidding Phase

- Establish the bid process and prepare, copy, print and distribute detailed bid document packages including specifications, bidding procedures and bid forms, terms and conditions of the bid contracts. The Authority and its representatives will assist MAST in preparing the general requirements section of the bid specifications and the bid contracts.
- Conduct a pre-bid meeting for prospective bidders.

- Review bids received with the Architect and report results to the Authority; make recommendations regarding the award of the bid contracts.

2.07.4 Award of Contracts Phase

- Assist the Authority in preparing the construction contracts.
- Conduct a pre-construction meeting for the General Contractor and any prime contractors.
- Verify receipt and completeness of documents required by the Authority.
- Issue the Notice to Proceed.

2.08 Construction Costs

2.08.1 The cost of construction (the "Construction Cost") shall be the total estimated cost of all elements of the design and undertaking of each phase of the Project. MAST shall establish the Construction Cost, which shall include MAST's fee, and labor and materials, including equipment. Construction Cost shall not include the Architect's compensation or the reimbursable expenses of MAST, the Architect, the Authority or their consultants.

2.08.2 MAST shall prepare the estimates of Construction Cost, and, if requested by the Authority, consult with the Architect about value engineering changes to reduce the cost of each phase of the Project. The Architect shall be responsible for preparing an estimate of the Project Budget. MAST's estimate of Construction Cost shall represent its best judgment as a construction manager familiar with the construction industry. MAST shall not warrant or represent that bids or negotiated prices will not vary from the Project Budget or any other estimate regarding probable construction cost prepared that MAST may prepare.

2.08.3 The Construction Cost estimates prepared by MAST will represent MAST's best judgment as professional in the construction industry. It is recognized, however, that MAST and the Authority have no control over the cost of labor, materials or equipment, the General Contractor's methods of determining bid prices, or the competitive bidding, market or negotiating conditions in effect at the relevant time. Accordingly, MAST cannot and does not warrant or represent that bids or negotiated prices will not vary from the Construction Cost estimates or any other statement of probable construction cost or other cost estimate or evaluation prepared by MAST.

2.08.4 In the event the Project Budget for either phase of the Project is exceeded by the lowest bona fide bid, or negotiated cost, the Authority alone shall determine whether it shall approve an increase in the Project Budget or exercise its rights to rebid, revise, or terminate the Project under N.J.S.A. 40A:11-16 and Section 6.05 of this Agreement.

2.08.5 MAST acknowledges that the Architect shall be entitled to rely upon the Construction Cost estimates furnished by MAST.

2.09 Construction Documents

2.09.1 No Construction Documents shall be released for bidding until they are approved by the Authority.

2.09.2 MAST shall assist with filing documents required for the approval of governmental authorities having jurisdiction over the Project.

2.09.3 MAST shall coordinate input from the consultants with its work performed during the foregoing phases.

2.09.4 The Construction Documents prepared by the Architect, and the structural, mechanical and electrical engineers, the Authority's contract with the General Contractor for the construction of the Project (the "Construction Contract"), the conditions thereof, and any addenda, modifications or change orders shall be referred to hereafter as the "Contract Documents."

2.10 Construction Management Services are described below and in Exhibit A.

2.10.1 MAST shall not be responsible for the acts and omissions of the Architect, General Contractor and its subcontractors and suppliers, or for the failure of the General Contractor to meet the schedule for completion of the Project, except to the extent, if any, that MAST's own negligence or omission has caused same.

2.10.2 MAST shall submit to the Architect for its review monthly requisitions for payment of the General Contractor by the Authority, and the Architect shall determine whether the quantity and quality of the work performed as of each requisition warrants payment by the Authority. MAST shall consult with and recommend to the Architect rejection of work that does not conform to the Construction Documents.

2.10.3 When necessary, MAST shall prepare change orders for review by the Architect, which, in turn, shall make recommendations to the Authority as to whether to approve the change orders.

2.10.4 MAST shall make properly prepared, timely written requests to the Architect, as needed, for additional information about the Construction Documents. Such requests shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested.

2.10.5 MAST shall conduct inspections to determine the dates of substantial completion and final completion. After MAST notified the Architect that the Project is substantially complete and the Architect, based on its observations, concurs in this determination, The Architect shall prepare a punch list for the Project identifying items that require remedial work.

2.11 Additional Services. Additional Services not included in this Article 2 or the Proposal (Exhibit A) shall be performed by MAST only if they are approved in advance by the Authority. MAST shall be compensated for Additional Services by a mutually agreed sum, which shall be subject to the

approval of the Authority Board.

ARTICLE 3

COMPENSATION:

3.01 Compensation. MAST agrees that the cost of the Services to be provided for a sum not to exceed \$956,236.00. See Fee Schedule, Exhibit B. The Parties agree that the compensation amount may be amended from time to time with the approval of the Authority's Board of Commissioners, on presentation by MAST of requests to amend this Agreement.

3.02 Billing Terms. The Authority shall pay MAST for the Services each month in accordance with Section 3.06 hereto, subject to the availability of appropriations. In no event shall the Authority pay overtime, or any other enhanced rates for Services under this Agreement.

3.03 Reimbursable Expenses. All direct reimbursable expenses are included in the Compensation stated in Section 3.01. MAST shall obtain the prior written approval of the Authority for any extraordinary expenditures not included in the Compensation.

3.04 MAST's Errors and Omissions. The Authority reserves the right to deny payment, in whole or in part, of any additional cost incurred in the preparation of documents or the performance of Services resulting from MAST's negligent error or omission.

3.05 MAST's Books and Records. Upon the reasonable request of the Authority, MAST shall make available for inspection by appropriate officials or agents of the Authority MAST's books and records concerning this Agreement and the charges, fees and costs incurred by MAST in performing its obligations hereunder.

3.067 Terms of Payment. MAST shall submit monthly invoices to the Authority, which shall generally describe the monthly Services performed and confirm that the Services are consistent with the Proposal. The Authority shall pay MAST's invoices according to its standard procedures, which include approval by the Authority's Board of Commissioners.

ARTICLE 4

CONSTRUCTION SITE CONDITIONS AND LOGISTICS

4.01 It is intended that the terms and conditions of the Authority's agreement with the Architect shall be consistent with the terms and conditions of this Agreement and there shall be no overlap in the Services to be performed by the Architect and the Services to be performed by MAST. The Authority shall provide MAST with a copy of the agreement between the Authority and the Architect and shall also provide a copy of this Agreement to the Architect.

4.02 Should the services of soil engineers or other consultants, for such things as test borings,

test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations become necessary, the Authority will arrange for same either on its own or through MAST.

4.03 In the event either Party observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, it shall give prompt written notice to the other Party.

4.04 In the event the Project is suspended in whole or in part for more than thirty (30) consecutive days, MAST shall be compensated for all Services performed prior to receipt of written notice of such suspension, together with demobilization costs and reimbursable expenses due. MAST shall resume work upon two weeks' notice from the Authority.

4.05 Hidden Conditions on the Project Site. The Parties agree that it is not possible to anticipate all the problems that may arise in connection with the Project until full exploratory testing is performed during the course of construction. In the event hidden conditions are uncovered during construction, MAST shall notify the Authority of same. Such hidden conditions shall be considered Uncontrollable Circumstances and MAST shall not be responsible for additional costs or delays resulting from such conditions.

4.06 Hazardous and Toxic Materials. Notwithstanding any provisions in this Agreement to the contrary, MAST is not responsible for the performance of any Services in connection with or related to hazardous or toxic materials or pollutants, including, but not limited to, asbestos-related materials, lead, polyvinylchloride and soil contaminants that may become manifest during construction. The Authority agrees to retain an expert(s) to arrange for the prompt identification and removal or treatment of such materials identified during the course of the Project.

ARTICLE 5

REPRESENTATIONS

5.01 MAST's Representations. MAST makes the following representations and covenants:

(a) MAST has the legal capacity to enter into this Agreement and perform the undertakings herein set forth;

(b) MAST is a duly organized and validly existing legal entity under the laws of the State of New Jersey and has duly adopted the necessary resolutions approving and authorizing the execution and delivery of this Agreement and authorizing and directing the persons executing this Agreement to do so for and on its behalf.

(c) To the best of MAST's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition

which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

(d) MAST's execution and delivery of this Agreement and its performance hereunder will not constitute a violation of any partnership and/or stockholder agreement or of any agreement, mortgage, indenture, instrument or judgment, to which it is a party.

(e) MAST shall comply with the anti-discrimination provisions of N.J.S.A. 10:2-1 *et seq.*, the New Jersey Law Against Discrimination, and N.J.S.A. 10:5-1, *et seq.*, N.J.A.C. 17:27-1.1, *et seq.* and N.J.A.C. 6:4-1.6, as set forth in Schedule D to this Agreement. MAST also agrees to afford equal opportunity in performance of this Agreement in accordance with an affirmative action program approved by the State Treasurer.

(f) MAST shall comply with the provisions of the Americans With Disabilities Act, 42 U.S.C. 12101, *et seq.*

5.02 Further MAST Representations. MAST represents and warrants that no corporation, partnership, individual or association, officer, director, employee, manager, parent, subsidiary, affiliate or principal shareholder of MAST has been adjudicated in violation of any state or federal anti-trust or other similar statute within the preceding five years, or previously adjudged in contempt of any court order enforcing any such law, or has an operating history which shows a recurring pattern of flagrant and consistent violation of prohibited or illegal acts.

5.03 Authority's Representations The Authority makes the following representations and warrants:

(a) that this Agreement has been duly authorized by its Board of Commissioners according to law, and upon execution by its Chairman or Vice Chairman, it shall be valid and binding upon the Authority and in full force and effect;

(b) To the best of the Authority's knowledge, there is no action, proceeding or investigation now pending, nor any basis therefore, known or believed to exist which (i) questions the validity of this Agreement or any action or act taken or to be taken by them pursuant to this Agreement; or (ii) is likely to result in a material adverse change in such entity's authority, property, assets, liabilities or condition which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

ARTICLE 6

DEFAULT AND TERMINATION

6.01 Events of Default by MAST. The following shall constitute Events of Default by MAST unless such event results from the occurrence of an Uncontrollable Circumstance or the Authority's fault or the fault of any third party:

(a) the persistent and repeated failure(s) of MAST to timely perform any material obligation under the terms of this Agreement, subsequent to its receipt of a written notice from the Authority of such persistent and repeated failure(s) to perform, and MAST has not, within twenty (20) days, cured or attempted or commenced a cure of such failure;

(b) (1) MAST being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by MAST under the laws of any jurisdiction or against MAST if MAST does not take appropriate action to dismiss said proceedings within thirty (30) days of the institution of such proceedings, or (3) any action or answer by MAST approving of, consenting to, or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of MAST that shall substantially interfere with its performance hereunder;

(c) breach of any material representations by MAST set forth in this Agreement, and failure to remedy such breach for a period of thirty (30) days after written notice thereof has been provided by the Authority specifying such failure and requesting that such condition be remedied;

6.02 Events of Default by Authority. The following shall constitute Events of Default on the part of the Authority unless such event results from the occurrence of an Uncontrollable Circumstance or MAST's fault or the fault of any third party:

(a) the persistent and repeated failure(s) of the Authority to timely perform any material obligation under the terms of this Agreement, subsequent to receipt by the Authority of a written notice from the Authority of such persistent and repeated failure(s) to perform, and the Authority has not, within twenty (20) days, cured or attempted or commenced a cure of such failure;

(b) (1) the Authority's being or becoming insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property, or (2) a bankruptcy, winding up, reorganization, insolvency, arrangement or similar proceeding is instituted by the Authority under the laws of any jurisdiction or against the Authority if the Authority does not take appropriate action to dismiss said proceedings, which proceeding has not been dismissed within thirty (30) days of the institution of such proceeding, or (3) any action or answer by the Authority approving of, consenting to or acquiescing in, any such proceeding, or (4) the levy of any distress, execution or attachment upon the property of the Authority which shall substantially interfere with its performance hereunder; or

(c) breach of any material representations by the Authority set forth in this Agreement and failure to remedy such breach for a period of twenty (20) days after written notice thereof has been provided by MAST specifying such failure and requesting that such condition be remedied.

6.03 Initial Remedy in the Event of Default. Except as otherwise provided in this

Agreement, in the event of a default under this Agreement or any of its terms or conditions by either party hereto or any successor party, the defaulting Party (or successor) shall, within twenty (20) days of receiving written notice from the other, proceed to commence to cure or remedy the default. In case such action is not taken or not diligently pursued, or the default shall not be cured or remedied within a reasonable time, the aggrieved Party may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy the default, including, but not limited to, proceedings to compel specific performance by the defaulting Party.

6.04 Remedies in the Event of Termination of Agreement. (a) In the event that, prior to the completion of the Project, MAST assigns or attempts to assign this Agreement contrary to the provisions hereof, or a default of either Party shall not be cured within a reasonable time after the date of written demand for cure or remedy, this Agreement shall be terminated and the Parties shall have no further obligations hereunder except as expressly set forth in this Section 6.04.

(b) Upon termination, the Authority shall pay MAST in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Article 3 hereof.

6.05 Termination by the Authority. The Authority may, in its sole discretion, terminate this Agreement upon (10) days prior written notice to MAST of such termination, which notice shall specify the effective date on which the Agreement will be terminated. Upon termination the Authority shall pay MAST in full for Services rendered up to the date of termination, including out of pocket expenses, in accordance with the provisions of Article 3 hereof.

ARTICLE 7

INSURANCE AND INDEMNIFICATION

7.01 Insurance. Throughout the Term of this Agreement, MAST shall maintain the insurance coverage set forth below. Such insurance shall be obtained from insurance companies authorized to do business in the State and with a Best's rating of at least "B+" or the equivalent.

(a) Coverages

(1) Workers Compensation:
Statutory requirements.

(2) Comprehensive General Liability, Bodily Injury, and Property Damage
with a certificate of insurance specifying as a minimum, Broad Form Property Damage; Contractual Liability (Broad Form) including Third-Party Coverage and Personal Injury insurance combined single limits of \$1,000,000 per occurrence/\$3,000,000 aggregate, and in no case less than \$1,000,000 per person.

(3) Comprehensive Automobile Liability:
\$1,000,000 combined single limit for Bodily Injury or Property Damage with coverage provided for (1) owned motor vehicles, (2) hired motor vehicles, and (3) other non-

owned vehicles.

(b) Form and Content.

Except with respect to the professional liability insurance policy, all policies, binders or interim insurance contracts with respect to the insurance coverage to be maintained by MAST shall:

(1) designate the Authority and the County, their officers, employees and agents (except in the case of Workers' Compensation insurance) as additional insureds;

(2) provide that there shall be no recourse against the Authority for payment of premiums or commissions or any additional premiums or assessments;

(3) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by the Authority or MAST to the extent that such other insurance provides the Authority or MAST with contingent and/or excess liability insurance with respect to its interest in the Project; and such insurance shall expressly provide that all provisions thereof (except the limits of liability, which shall be applicable to all insured as a group and liability for premiums) shall operate in the same manner as if there were a separate policy covering each insured;

(4) provide that the Authority and MAST shall be furnished with at least thirty (30) days prior written notice by registered mail, return receipt requested, of any cancellation, expiration or non-renewal of coverage and that no cancellation, expiration or non-renewal shall be effective absent such notice;

(5) waive any right of subrogation of the insurers against the Authority or MAST and any right of the insurers to any set off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of such person/party insured under such policy.

(c) Evidence of Insurance. Prior to the date on which MAST shall begin performance of the Services, it shall provide the Authority with certificates of insurance that evidence compliance with the requirements of Section 8.01 (a) and (b). Thereafter, new or renewal certificates shall be delivered at least thirty (30) Days prior to expiration of the current policy. If MAST shall fail or neglect to obtain or to maintain (or cause same to be obtained or maintained) any insurance that it is required to provide or to furnish the Authority with satisfactory evidence of coverage on any such policy, the Authority may purchase such insurance if MAST fails to do so within five (5) Days after receipt of written notice from the Authority of the lack of required coverage. Any such payments made by the Authority shall be recoverable from MAST immediately upon demand by the Authority.

7.02 Indemnification and Hold Harmless. MAST agrees to indemnify and defend, to the fullest extent possible under MAST's insurance coverage, and hold harmless the Authority, and the County of Union, and their respective officers, and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses,

including reasonable attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property, but only to the extent of arising out of MAST's negligent acts or omissions in connection with the performance of the Services.

7.03 Contractor Indemnity The Authority shall include MAST in the indemnification of the Authority as provided in the agreement with the Authority's Construction Manager and the General Contractor.

ARTICLE 8

MISCELLANEOUS

8.01 Assignment. This Agreement may not be assigned by MAST or the Authority without the other's prior written consent. An assignment shall be in writing, and shall be reasonably satisfactory to the Authority or to MAST, as the case may be, as to form and content. At the time of assignment, the Authority and MAST shall, if necessary, modify this Agreement, to the extent required, in order to clearly delineate the respective obligations of the Authority, MAST and the assignee.

8.02 Notices. Any notice or communication which is required or permitted to be given hereunder shall be in writing and sufficiently given if delivered in person or sent by certified or registered mail, postage prepaid, with a copy sent by nationally recognized overnight delivery service providing for receipt against delivery, courier, or telecopy (with a copy sent by one of the other means of delivery), as follows:

To MAST: MAST Construction Services
96 E. Main Street
Little Falls, New Jersey 07424
Attn Richard Brown
E-Mail: Mailrbrown@mastconstruction.com

To the Authority: Union County Improvement Authority
10 Cherry Lane
Elizabeth, New Jersey 07201
Attn: Charlotte DeFilippo, Executive Director
E-Mail: markbrinkucia@unioncounty.org

With a copy to: Catherine Tamasik, Esq.
DeCotiis, FitzPatrick, Cole & Wisler, L.L.P.
500 Frank W. Burr Blvd.
Teaneck, New Jersey 07666
E-Mail: ctamasik@decotiislaw.com

8.03 Waiver. The waiver by either Party of a default or of a breach of any provision of this Agreement by the other Party shall not operate or be construed to operate as a waiver of any subsequent default or breach of such provision or any other provision. The making or the acceptance of a payment by either Party with knowledge of the existence of a default or breach shall not operate or be

construed to operate as a waiver of any subsequent default or breach.

8.04 Certificates The proposed language of certificates, certifications or statements requested of MAST or its consultants shall be submitted to MAST for review and approval at least seven (7) days prior to execution. .

8.05 Modifications. The provisions of this Agreement may be modified only by written agreement duly executed by both parties.

8.06 Headings. Captions and headings in this Agreement are for ease of reference only and do not constitute a part of this Agreement nor shall they affect the interpretation thereof.

8.07 Governing Law. This Agreement shall be governed by the laws of the State of New Jersey. Any litigation that may result from a dispute between the parties concerning this Agreement and the rights and obligations of the parties hereto, shall be venued in the court for the State of New Jersey or the United States District Court for the District of New Jersey, as applicable.

8.08 Counterparts. This Agreement may be executed in more than one counterparts, each of which shall be deemed to be an original but all of which taken together shall constitute one and the same instrument.

8.09 Severability. In the event that any provision of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties hereto shall use their best efforts to negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or to such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

8.10 Liability of Officers and Employees. The obligations and liabilities of the Parties and to the extent applicable, the County, under this Agreement are solely those of such Party and, if applicable, the County and neither the Authority, MAST or the County, as applicable, none of their affiliates, parent companies or subsidiaries, nor any of their respective commissioners, directors, members, managers, officers, agents, representatives or employees shall be charged personally by the other or held contractually liable thereto under any term or provision of this Agreement, because of either Party's execution or attempted execution or because of any breach or alleged breach thereof or any other reason.

8.11 Litigation. In the event the Authority becomes involved in litigation with third parties concerning or relating in any way to MAST's performance of the Services , either during or after the term of this Agreement, MAST agrees that it shall, at no additional cost or expense to the Authority other than the hourly cost of Services billed at the rates set forth in Exhibit C, make its members and employees available to the Authority, to consult, assist and cooperate in any such litigation to the extent such consultation, assistance and cooperation may be required by the Authority.

8.12 Third Party Relationships. Nothing contained in the Agreement shall create a

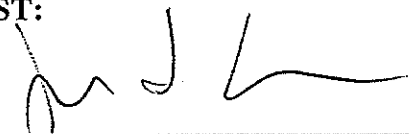
contractual relationship with, an obligation to, or a cause of action in favor of any third-party against either the Authority or the Architect.

8.13 Entire Agreement. This Agreement including all Schedules and Exhibits hereto, constitutes the entire agreement and understanding of the Parties with respect to their rights and obligations hereunder. The terms of MAST's Proposal are incorporated into and made a part of this Agreement by means of Exhibit A. In the event of a conflict between this Agreement and the terms of MAST's Proposal, the terms of this Agreement shall prevail.

IN WITNESS WHEREOF, the Authority has caused these presents to be duly executed and MAST has caused these presents to be duly executed, as of the day and year first above written.

ATTEST:

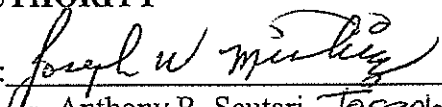
By:



John Salerno,
Secretary

UNION COUNTY IMPROVEMENT
AUTHORITY

By:



~~Anthony R. Scutari, Joseph Miskiewicz~~
Acting Chairman

(SEAL)

WITNESS:

MAST CONSTRUCTION SERVICES

By:

By:

EXHIBIT A

MAST CONSTRUCTION SERVICES PROPOSAL

THE COUNTY OF UNION

REQUEST FOR PROPOSAL PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES UNION COUNTY COURTHOUSE FIRE CODE RENOVATIONS AND NEW COURT BUILDING & PARKING DECK

PRESENTED TO:

THOMAS O. MINEO, P.E.
DEPARTMENT OF ENGINEERING, PUBLIC WORKS & FACILITIES
DIVISION OF ENGINEERING
2325 SOUTH AVENUE
SCOTCH PLAINS, NJ 07076

APRIL 6, 2010 4:00P.M.

PRESENTED BY:

MAST
CONSTRUCTION SERVICES

MAST CONSTRUCTION SERVICES, INC.

April 6, 2010

Thomas O. Mineo, P.E.
County Engineer
County of Union
Department of Engineering, Public Works & Facilities
Division of Engineering
2325 South Avenue
Scotch Plains, New Jersey 07076

**Re: RFP for the Provision of Professional Construction Management Services
Union County Courthouse Fire Code Renovations and New Court
Building & Parking Deck**

Dear Mr. Mineo,

I am pleased to present, herewith, our response to your Request for Proposal for the provision of Construction Management Services to the County of Union.

MAST provides professional Construction Consulting Services; we serve as Owner's Representative, Program Manager and Construction Manager. MAST offers the County the depth and breadth of experience in both the public and private sector throughout the State of New Jersey.

The enclosed information outlines our firm's understanding of the project, scope of services, quality control program, MAST firm and individual experience, history, relevant project experience with references, examples of reporting and process, and requisite required forms: RFP, Business Registration Certificate, Employee Information Report and Insurance Information. We are prepared to hit the ground running with the necessary resources your projects demand for a timely execution. Please accept this letter and enclosed qualifications as an introduction to MAST and the services that we offer.

Should you have any questions or require additional information, please do not hesitate to contact me directly at 973.837.1515 ext. 234.

Sincerely,

Susan DiGiacomo
Director of Planning & Development

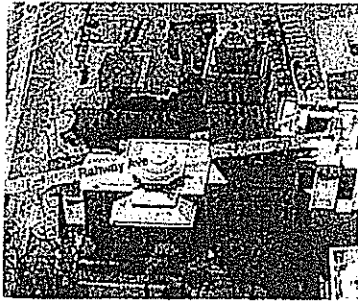
COUNTY OF UNION

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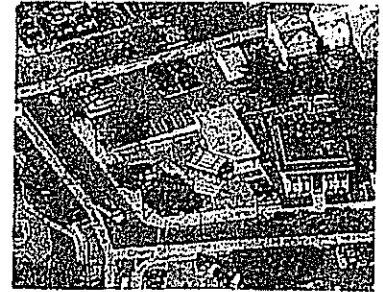
Section 1	204.1 SUMMARY/CAPABILITIES - APPROACH
Section 2	204.2 QUALITY CONTROL PROGRAM
Section 3	204.3 EXPERIENCE
Section 4	204.4 COMPANY HISTORY
Section 5	204.5 BACKGROUND OF PERSONNEL
Section 6	204.6 SUMMARY OF PROJECTS COMPLETED REFERENCES
Section 7	204.7 REPORTING
Section 8	204.8 OTHER APPLICABLE EXPERIENCE
Section 9	REQUIRED FORMS <ul style="list-style-type: none">• NJ BUSINESS REGISTRATION CERTIFICATE• CERTIFICATE OF EMPLOYEE INFORMATION REPORT• INSURANCE INFORMATION• REQUEST FOR PROPOSAL
Section 10	FEE AND SCHEDULE

204.1 SUMMARY/CAPABILITIES - APPROACH

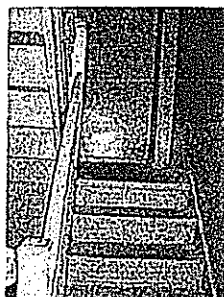
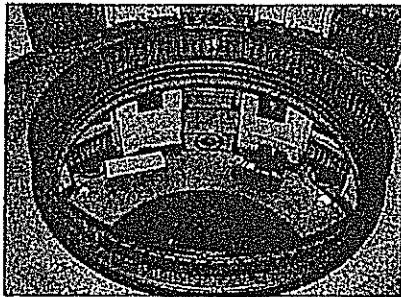
DETAILED APPROACH TO THE PROJECT:



The County of Union has embarked on an extensive renovation program of the County Courthouse in Elizabeth in order to provide for the safety of its employees and visitors. The Tower will be renovated to meet fire code for egress. In addition to this the County will move forward with the design of a new Parking deck and New Facilities to house courtrooms, creating an



extension of the Courthouse Campus down to Cherry Street. We have had the opportunity to meet with representatives from the County, discuss the project with the architect and have taken a tour of both the proposed site and the existing courthouse.



The design for renovation is complete and the documents are ready to go out to bid for Phase 1 and Phase 2 which include the Courthouse Old Annex & Rotunda respectively. The design for the New Parking Deck and New Court Building will reach design completion and be ready to go out to bid in October of 2010. While the design for Phase 3, the Courthouse Tower Fire Code Renovations, is currently complete, Phase 3 will be ready to go out to bid towards the end of construction of the new building and parking deck which is scheduled for completion/move-in in July of 2012. Phase 3 substantial completion is scheduled for January of 2014. A more detailed schedule with established tasks and milestones may be found in Section 10.

We understand that this project will be phased to ensure the County Courts do not have down time. MAST is committed to working as part of the team offering construction management services to ensure the successful delivery of these renovations and new construction for the County of Union. In order to do so we propose the following Project Execution Plan:

A. PRE CONSTRUCTION

1. Kick off Meeting - We will immediately meet with representatives of the County along with the architect and other members of the design team to reconfirm project objectives, including the program, budget, and schedule requirements. At this meeting we will establish a forum for ensuring clear, timely communication and effective decision making.

204.1 SUMMARY/CAPABILITIES - APPROACH

2. MAST will develop an independent estimate to confirm the accuracy of the existing budget. We will work with the Project Team to explore and conclude on a work scope that can be constructed within the **target budget range**.
3. Together with representatives of the County, the architect and other members of the Design Team, MAST will develop an overall **Master Project Schedule** that will show the sequence, duration and interaction of all major design, permitting, procurement and construction activities. MAST utilizes Meridian's Prolog Project Management software to monitor and track all project management functions including meeting minutes and action lists.
4. MAST will assist the County and its chosen professionals with the analysis of the site for new construction and possible land acquisition.
5. MAST will prepare comprehensive Monthly Progress Reports that include budget, schedule and administrative information. These reports will include an Executive Summary outlining the month's highlights and Major Issues that need to be resolved to maintain project goals.
6. Periodically throughout preconstruction MAST will schedule coordination meetings and prepare minutes of each meeting that will identify specific actions with due dates for each project team member. This process will address open project issues. By coordinating/directing/expediting the decision-making process until each issue is resolved, we will keep design progress on schedule, on budget and in line with overall programmatic requirements and the specific scope of work defined in the earlier estimates.
7. At each design phase milestone MAST will review the drawings and specifications for clarity and constructability. We will identify value engineering opportunities for reducing first and/or life cycle costs, increasing quality and reliability, improving constructability and speeding project completion. For major elements, we will request the architect/engineer prepare alternate schemes for further study. When appropriate, we will prepare reports outlining the advantages and disadvantages of each design option so they may be evaluated and a final decision rendered and adopted.
8. MAST will prepare a detailed construction cost estimate in accordance with the Request for Proposal.
9. At 85% of CD Phase, MAST will assist in assessing the operating costs budget forecast.

B. BIDDING & AWARD

1. MAST will work with the County to develop a contracting strategy.
2. MAST will develop a detailed Site Logistics Plan and Phasing Plan to be included with bid documents. This plan will address the location of contractor's offices; temporary protection

204.1 SUMMARY/CAPABILITIES - APPROACH

requirements; debris removal; the unloading, storing and distributing of construction materials; and, means of ingress and egress to work areas, etc.

3. MAST will assist the design team with preparation bid documents. MAST will review all drawings and specifications to ensure they are coordinated and contain no conflicts or gray areas.
4. MAST will assist the County representatives and the architect to solicit bids and, together with the architect, will respond to questions as they arise and attend pre-bid meetings. We will begin an outreach effort to attract enough qualified bidders to guarantee a successful "market" response for optimum competitive pricing.
5. After the bid openings, we will rigorously review adherence to contract requirements, their base pricing, compliance with financial requirements (insurance, bonding, etc.). The results will be compiled on a Bid Comparison Sheet and presented to the County with recommendation.
6. MAST will assist the County and the architect as required for preparation of contracts which will contain: all drawings and specifications, the scope of work, the Special and General Conditions, all milestone scheduling requirements, and unit prices for additional work should it become necessary.

C. CONSTRUCTION PHASE SERVICES

During construction, MAST will provide *contract administration, review contractor safety programs, manage construction, monitor progress, and ensure quality.*

As part of this effort, at a minimum, MAST will:

1. Assign full-time on-site supervisory staff to coordinate, supervise and expedite the activities of all trade contractors.
2. Review contractor's insurance for adequacy of coverage.
3. Create a submission schedule to assist the Contractor and to minimize shop drawing delays.
4. Chair various meetings for the project. At a minimum chair bi-weekly owner meetings, contractor bi-weekly meetings and any other meeting necessary to the project completion. MAST will distribute detailed meeting minutes outlining deliverables and deadlines by each team member.
5. Continue to prepare monthly reports detailing schedule, job progress and major milestones.
6. Continue to maintain an on-site record keeping and reporting system, including daily construction log, schedules, manpower, equipment delivery program, and contract documents and shop drawings.

204.1 SUMMARY/CAPABILITIES - APPROACH

7. Review contractor progress, comparing it to schedule requirements and expediting material/equipment deliveries as required. Based on progress and the previously agreed to schedule of values, evaluate contractors requisition requests and make adjustments as required. Submit on a monthly basis, a cost summary report of all contractor and vendor payments.
8. Review all contractor change order requests for validity and scope.
9. Establish a quality control program for inspecting the work of all trades and the material furnished for compliance to drawings, specifications and contract documents.
10. MAST utilizes Meridian's Prolog Project Management software to monitor and track all project management functions including shop drawings, submittals, Requests For Information (RFI's), transmittals, budget, schedule and correspondence.
11. Coordinate and expedite the completion of punch list items.
12. Conduct the Project close-out, assuming responsibility for developing specific criteria for determining the final acceptability for contractor's work (whether determination is by CM or by others); establishing dates for equipment testing, acceptance periods, warranty dates and instructional requirements, conducting frequent inspections throughout the finishing stages, obtaining guarantees, warranties, operating manuals and drawings from contractors and vendors.
13. Assemble and forward all contractor and vendor guarantees, warranties, operational manuals, "as built" drawings and other pertinent literature to the County.
14. Conduct an 11 month inspection prior to warranty period expiring.
15. Coordinate Operational Testing/Start-Up of the facility and coordinate training of County personnel.

204.2 QUALITY CONTROL PROGRAM

MAST works with the team to ensure the quality of the finished work product for the successful completion of the Project.

QUALITY CONTROL is accomplished through a comprehensive program that places significant emphasis on the Pre-Construction phase. Our involvement during this phase can be thought of as a second pair of eyes. The intent is to eliminate design, scope and/or quality ambiguities that could result in higher than expected bid results and/or unforeseen cost overruns. We establish quality objectives, minimize quality deficiencies & non-conformances, properly identify deficiencies when they occur, properly track deficiencies and provide for corrective action, verify contract compliance, and provide detailed reports. The MAST Team institutes protocols for inspecting work-in-progress and work in-place, delivered materials and equipment; submittals review, approval, and management; laboratory testing plan and frequency and entity responsible for the testing; documentation procedures, proposed report formats; and procedures to identify, record, track and complete non compliant work and rework.

SCHEDULE CONTROL Our Master Schedule and Phasing Plan incorporate program requirements, key dates and milestone information. We prepare CPM Milestone Schedules to track project activities, dates and the party responsible for accomplishing an activity. Our operating system for timely project completion, including large-scale, multi-faceted projects, is based on using Microsoft Project.

COST CONTROL AND ESTIMATING MAST will develop and/or review estimates of construction used to assist in evaluation, confirmation and revision of project budgets as a baseline throughout a project. Following approval of the budget, we will establish and maintain a uniform cost estimating framework through design, procurement, and construction phases. As design drawings and specifications are developed, our multi-disciplinary professionals perform value engineering, taking into account capital, operating, and maintenance costs, to verify that the most cost effective design solution has been achieved.

ELECTRONIC PROJECT MANAGEMENT We utilize Prolog day-to-day management of the project. This includes all project documentation; it will permit the maintenance of logically organized construction files, and serve as a record of all communications. The system will manage receipt of submittals and other documentation and track their review and approval and other required actions. Progress and final photographs will also be catalogued as part of this document control application.

MONTHLY PROGRESS REPORT We will keep the County apprised of progress. The progress reports include the schedule, budget, submittals, modifications, clarifications, meetings, etc. Throughout the project, monitoring, interpreting, forecasting, and reporting of project activities and progress will be conducted by our project site team on a regular basis. Daily Reports of project activities will be maintained. The report will summarize the GC progress and include a section on critical path activities, and any corrective actions required to mitigate delays. The project field manager will use this report to identify open action items. The Monthly Progress Report will present the current project status and include an Executive Summary, correspondence, change and submittal log and other documentation.

204.3 EXPERIENCE

MAST will identify, analyze and most importantly resolve the critical issues to avoid problems and delays.

MAST has successfully worked on public projects throughout the State of NJ for the past 9 years. The team has successfully worked on public projects throughout the State for the past 35, 25 and 15 years. We understand our role is to serve as an extension of your staff, and can hit the ground running with no learning curve.

TEAMWORK We foster teamwork by developing a shared understanding of and commitment to the project goals. We also implement the processes for efficient decision-making, dispute resolution and regularly conduct risk analyses with stakeholders to address potential issues before they arise. By focusing on developing and sustaining our relationships with local firms throughout the project life cycle, we promote an improved working climate of mutual trust and respect, establish a win-win relationship, and achieve mutually beneficial goals.

RESOLVING ISSUES Our personnel spend much of their day solving problems and making decisions. We define our effectiveness based upon our ability to predict, prevent, and resolve problems. Throughout the project, our team will be looking ahead to identify potential risks that might impact schedule, cost or quality and we will develop alternatives, mitigation or workarounds to reduce or eliminate their probability or impact. Our knowledge of potential claims provides added protection since we focus that knowledge on early claims avoidance.

CLIENT SATISFACTION Client satisfaction is paramount in our business. To remain successful and stay ahead of our competition, our commitment to exceeding client expectations guides our services. We continue to challenge ourselves to improve and excel through training, implementing lessons learned and keeping abreast of new technologies. Our organization structure, our team professionals, and the controls that we put in place during each project phase are designed to ensure that we meet your goals to:

- develop a complete and well defined project scope to prevent misunderstanding, disputes, changes, and claims;
- achieve design excellence within budget, with the flexibility to accommodate future needs, and be energy efficient and respectful of the environment;
- create livable, healthy, productive environments;
- Ensure the work conforms to contract requirements, is completed on time, and within budget.

204.4 COMPANY HISTORY

MAST Construction Services, Inc. (MAST) was founded in 2001 by Ted Domuracki, a real estate and construction professional for more than 35 years who has held senior executive positions at some of the nation's largest construction management firms. At MAST, our client-focused philosophy of providing Construction Management Services emphasizes three elements: **responsiveness, reliability and results.**

Comprised of seasoned professionals, accomplished construction managers and eager associates, The MAST Team has established a longstanding track record of performance on both Public and Private Projects. Our firm understands the process and protocol of Municipal, County and State Government Agencies and Authorities. We are experts at executing the necessary project's delivery systems, of Budgeting Procurement, Cost Control, Scheduling, Quality Management, Claims Avoidance, Timely Project Completion and Project Close-Out.

In its ninth year, MAST continues to offer construction management, program management, owner's representative and consulting for both public and private sector clients including institutional, educational, recreational, commercial, healthcare and mixed-use residential. MAST is dedicated to providing senior level hands-on services to ensure each project is: on time, within budget, technically complete and built with unsurpassed quality.

OUR VISION STATEMENT....To be the most versatile and reliable Construction Services Firm, providing unsurpassed quality service with Passion, Pride and Integrity.

OUR MISSION STATEMENT....As we continually adapt to the marketplace, we are an agile Construction Services Firm that teams with stakeholders to provide timely, cost-effective, sustainable and flexible solutions.

PROFESSIONAL & BUSINESS ASSOCIATIONS MEMBERSHIPS

- USGBC
- CMAA
- New Jersey Business & Industry Association
- Southern New Jersey Development Council
- New Jersey Bankers Association

PRE QUALIFIED WITH THE FOLLOWING ENTITIES

- GSA
- The Port Authority of New York & New Jersey
- New Jersey Turnpike Authority
- New Jersey Department of Management and Construction
- New Jersey Schools Development Authority

204.4 COMPANY HISTORY

SERVICES: MAST serves as an extension of our clients acting in the following capacity:
Construction Management, Program Management, Owner's Representative, and
Distressed Projects Consulting:

OWNER'S REPRESENTATIVE (OR) PROGRAM MANAGEMENT (PM)

- Develop Project Scope, Schedule, Proforma, Budget/Cash flow assessments, Contracting Strategy, Affirmative Action Requirement & Reporting
- Develop Project Program Priorities and Strategies. Retain and/or Recommend Project Team Professionals such as: Developer, Architect/Design Consultants, MEP/Structural, Environmental, Geotechnical, Financial Counsel, Legal Counsel and Permitting
- Manage Predevelopment and Preconstruction process guiding decisions regarding real estate and construction issues. Perform Qualifications Review of General Contractor, Vendors, Prime Contractors.
- Perform Value Engineering/Life Cycle Analysis.
- Institute Hard and Software Systems for Projects reporting and management.
- Provide Project status reporting for oversight and governing entities.

CONSTRUCTION MANAGEMENT (CM)

PRE-CONSTRUCTION:

- | | |
|--|-------------------------|
| ▪ Retain Architect and Design advisors | ▪ Estimating |
| ▪ Define/Review/Identify Project Scope | ▪ Value Engineering |
| ▪ Establish design guidelines | ▪ Scheduling |
| ▪ Site Selection | ▪ Site Logistics |
| ▪ Hazard Review | ▪ Vendor Qualifications |
| ▪ Permits | ▪ Contract Reviews |
| ▪ Budgeting/Cash flow requirements | ▪ Contract Procurement |

CONSTRUCTION:

- | | |
|--|---------------------------------------|
| ▪ Project Management | ▪ Quality Assurance |
| ▪ Monthly Progress Reporting | ▪ Testing and Inspection Coordination |
| ▪ Contract Administration | ▪ Shop Drawing Coordination |
| ▪ Cost Reporting | ▪ Scheduling Administration |
| ▪ Site Supervision and safety coordination | ▪ Permit Expediting |
| ▪ General Conditions | ▪ Punch List Completion |

204.4 COMPANY HISTORY

POST-CONSTRUCTION:

- Project Close-Out
- Coordination of FF&E delivery and installation
- Warranty assistance

DISTRESSED PROJECTS INTERVENTION AND CONSULTING (DCN):

- | | |
|---------------------------------------|--|
| ▪ Risk Assessment/Process Review | ▪ Claims and litigation coordination |
| ▪ Cost to completion (CTC) evaluation | ▪ Personnel assessment/management reorganization |
| ▪ Schedule Analysis | ▪ Project Management systems reviews |
| ▪ Engagement of specialty consultants | |
| ▪ Completion management | |

CONSULTING (CN)

- Feasibility
- Construction Claims
- Cost Estimating
- CPM Scheduling

LEED Project Experience:

Hudson County Community College:

North Hudson Campus – LEED Certification

Bijou Properties:

Garden Street Lofts – LEED Gold Certification; Awarded the SBIC (Sustainable Building Industry Council) 2008 Beyond Green High Performance Building Award for category A: Multi-Family.

Newark Housing Authority:

South Ward 5th Police Precinct – LEED Silver Certification

County of Hudson

Adaptive reuse of Building 77 – LEED Silver Certification

This project is the comprehensive renovations and addition of an 80,000 SF warehouse into efficient office and storage space. Highlights of some of the Green components incorporated within this project include: wind turbines, solar panels, Geothermal system and radiant heat.

204.4 COMPANY HISTORY

MARKET SECTORS

INDUSTRIAL/SCIENCE/TECHNOLOGY

MEDIA/TELECOMMUNICATIONS

TRANSPORTATION AND INFRASTRUCTURE

GOVERNMENT AND JUSTICE

HEALTHCARE AND CONTINUING CARE

EDUCATIONAL/INSTITUTIONAL

HOSPITALITY AND RECREATION

RESIDENTIAL & MIXED USE

CULTURAL AND FINE ARTS

INTERIORS

COMMERCIAL OFFICES

HIGHER EDUCATION

AN AWARD WINNING FIRM:

Culinary Arts Institute and Conference Center

Hudson County Community College

This project has been awarded an **NJBIA 2009 New Good Neighbor Award** recognizing it as one of the best and most exciting commercial projects in New Jersey.

Prudential Center

Newark Downtown Core Redevelopment Corporation

The new Prudential Center has become the centerpiece of all New Newark and was awarded the **New York Construction Magazine's Project of the Year, Best of 2008 Award**.

Garden Street Lofts

Bijou Properties

Uptown Hoboken is the prized location for this project which was awarded the **SBIC (Sustainable Building Industry Council) 2008 Beyond Green High Performance Building Award** for category A: Multi-family

Hudson County Correctional Center

County of Hudson

MAST Construction Services, Inc., construction manager for the Hudson County Correctional Center's renovation and new building addition in Kearny, NJ received the **NJPA Real Estate Journal's, The Best of 2004, Best Construction/Renovation Project of 2004** award.

MAST Construction Services, Inc.

MAST Construction's staff of professionals receives enormous satisfaction as they are actively engaged in developing projects, meeting challenges and producing the highest quality work. The **NJPA Real Estate Journal** has awarded MAST **The NJPA Best of 2004, The Best Places To Work of 2004 Award (#8 Best Place to work in NJ/PA)**

204.5 BACKGROUND OF PERSONNEL; THE MAST TEAM

MAST personnel have a long history of successfully completing Public projects. The staff dedicated to this project have collectively worked on the following public projects:

- **Hudson County Plaza, 360 SF Renovation**
Jersey City, New Jersey
- **East Orange Police Facility**
East Orange, New Jersey
- **Rutgers University**
Piscataway, New Jersey
- **Atlantic City Convention Center**
Atlantic City, New Jersey
- **Cape May Ferry Terminal**
Cape May, New Jersey
- **West New York Public Schools**
West New York, New Jersey
- **East Penn School District**
Lehigh Valley, Pennsylvania
- **Massachusetts Turnpike Authority Rehabilitation Program**
- **The Prudential Center & NDCRC**
Newark, New Jersey
- **City of Newark**
Arena Area Road Network Completion
Newark, New Jersey
- **Hudson County Correctional Center**
Kearny, New Jersey
- **University of Medicine & Dentistry**
Piscataway, New Jersey
- **Secaucus Recreational Center**
New Jersey
- **Bay Street Parking Garage**
Montclair, New Jersey
- **West New York Early Childhood Center**
West New York, New Jersey
- **Bergen County Juvenile Detention Center & Youth Shelter**
Teterboro, New Jersey
- **South Ward 5th Police Precinct**
Newark, New Jersey
- **Montclair State University**
Montclair, New Jersey
- **New York Public Library Central Research Branch**
New York, New York
- **New Jersey Institute of Technology**
Newark, New Jersey
- **Hudson County Community College Administration Center**
Jersey City, New Jersey
- **Hudson County Community College Various Renovations**
Jersey City, New Jersey
- **Culinary Park Plaza**
Jersey City, New Jersey
- **Hudson County Community College On Call Services**
Jersey City, New Jersey
- **Dormitory Authority State University Construction Fund**
Old Westbury, New York
- **Albert Einstein College of Medicine**
Bronx, New York
- **Pratt Institute Library**
Brooklyn, New York
- **Pratt Institute ARC Building**
Brooklyn, New York

a. MAST Key Team Members

Ted Domuracki	<i>President</i>
Richard Brown	<i>Principal In Charge</i>
John Delutis	<i>Senior Project Manager</i>
Sean Edmonds	<i>Assistant Project Manager</i>
Michael J. Palumbo, PE	<i>Director of Technical Services, Cost Estimating & Constructability Reviews</i>

b. Professional Key Team Member's resumes immediately follow.

EXHIBIT B

FEE SCHEDULE

Deleted: &

EXHIBIT B
FEE SCHEDULE

MAST CONSTRUCTION SERVICES, INC.

February 15, 2012

Catherine E. Tamasik, Esq.
c/o Union County Improvement Authority
10 Cherry Street
Elizabeth, New Jersey 07202

RE: Union County Courthouse and Parking Deck additional fee request

Dear Ms. Tamasik,

Due to the change in scope and necessary additional manpower for the New Courthouse & Parking Deck, MAST requests the following additional fee:

MAST Fee Schedule for New Courthouse and Parking Garage

Service	Duration	Fee Per Month	Total
Pre Construction	12 months (Nov. '10 to Nov. '11)	\$ 7,043.00	\$ 84,516.00
Pre Construction	8 Months (November '11 through June '12)	\$ 7,043.00	\$ 56,346.00
Construction	18 Months	\$ 46,938.00	\$ 844,886.00
Close Out	2 months	\$ 15,000.00	\$ 30,000.00
Estimate			\$ 25,000.00
Sub Total			\$1,040,752.00
<i>Paid by the County</i>			<i>\$ 84,516.00</i>
Total			\$ 956,236.00

Staffing:

Principal level attention and involvement is included at no fee. The Pre Construction fee is for Troy Marzziotti, Senior Project Manager, at 30% of his time. The fee during Construction is for 2 full time professionals (1 superintendent and 1 project manager) and Troy Marzziotti at 20% of the time for 18 months.

All direct reimbursable expenses are included in the fee. Field office facilities for CM staff will be the responsibility of the General Contractor and as such will be incorporated in the bid package.

BACKGROUND & CLARIFICATION:

MAST had previously been approved by the Board of Chosen Freeholders on June 24, 2010 Resolution No. 2010-612 to provide professional Construction Management Services for the Union County Courthouse Fire Code Renovations and

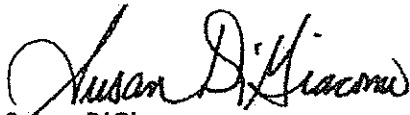
MAST CONSTRUCTION SERVICES, INC.

New Court Building and Parking Deck for a total of \$875,000 in fee in accordance with the scope provided in the RFP and the site visits.

MAST service began in August of 2010 (the total fee of \$875,000 was based upon negotiated contract of 1 person over a duration of 49 months and two construction cost estimates). This project has grown in scale and duration. While the overall duration for all projects has increased from the original RFP of a 49 month duration to a 63 month duration, the renovations (firecode upgrades, rotunda and stairtower – Phases A, B & C) will still be completed over 49 months, although non concurrently). This request is in accordance with the change of scope by the County of Union which includes the delay in schedule of 14 months coupled with the increase in scale of the new courthouse requiring additional staff and technical support.

We very much enjoy working with your team, and we appreciate the opportunity. Should you have any questions or require additional information, please do not hesitate to call me at 908.868.5114.

Sincerely,



Susan DiGiacomo

Director of Planning & Development

cc: Ted Domuracki

Richard A. Brown

Troy Marzziotti

Member McElhee introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING CHANGE DIRECTIVE NO.2 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 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. 2 (see attached proposed "vendor") for the installation of additional cables and equipment for enhanced data and telecommunications equipment necessary for the Project including wiring of a conference room camera and additional security cameras required by DYFS; 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. 2 to the Project, increasing the overall cost of the Contract by \$12,640.00, which will reflect the increased third-party costs.

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Change Directive No.2 to the Project in the proposal attached hereto and made a part hereof be approved, at an increased cost of \$12,640.00 for the Project, bringing the total Project cost to \$2,351,435.22; 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. 2 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 Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: February 22, 2012
(SEAL)



Alliance
TELECOMMUNICATIONS

DATA, VOICE, FIBER
NETWORK INTEGRATORS

Scope

January 20, 2012

The County of Union
Administration Building
Elizabeth, NJ 07207

Attn: Mr. John Esmerado

Proposal #2266-4 Child Advocacy Center AV, Fiber and Security Cabling

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. CAMERA CABLES

Alliance will install a CAT 6 cable for each of the proposed cameras. The closet side of this cable will be terminated on a 24 port patch panel. The camera side will be coiled at camera location and will be terminated by others. Alliance has made no provisions to supply access to the exterior cameras. Alliance has made no provisions to supply access to the Light Pole Cameras locations. Alliance has made no provisions to supply an outdoor scissor lift for the Light Pole locations.

2ea – 1D Indoor Cameras

9ea – 1D Outdoor Cameras

2. FIBER FEED

Alliance will provide one 6 strand fiber from the basement MDF to the 3rd Floor. Each strand will be terminated with LC connectors and mounted within 1U fiber boxes.

3. AV EQUIPMENT

Alliance will supply and install the following:

1ea – Da-Lite 103in Pull Down Screen \$278.00ea

1ea – NEC 3000 Lumens Projector \$1,010.00ea

1ea – Extron Pole Vault Turnkey System \$2,697.00ea



Alliance
TELECOMMUNICATIONS
DATA, VOICE, FIBER
NETWORK INTEGRATORS

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.

Outdoor access to cameras to be provided by others.

Lift trucks to be provided by others.



Alliance
TELECOMMUNICATIONS
DATA, VOICE, FIBER
NETWORK INTEGRATORS

AV LABOR	\$ 1,080.00
AV MATERIAL	\$ 3,985.00
FIBER LABOR	\$ 1,800.00
FIBER MATERIAL	\$ 1,380.00
CAMERA CABLE LABOR	\$ 2,400.00
CAMERA CABLE MATERIAL	\$ 1,995.00
TOTAL LABOR AND MATERIAL	\$ 12,640.00

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.

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: 2/22/12 P.O.# _____

Member McShee introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING CHANGE ORDER NO. 12
(ADDITIONS AND CREDIT) 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 updated and additional room finishes (add \$14,326.00); addition of a heat detector for the elevator shaft (add \$3,197.00); supplemental electric work for surveillance cameras (add \$2,731.00); the need for a larger fire pump and waterline (add \$13,910.00) and the deletion of a custom reception desk (credit \$4,950.00); and

WHEREAS, the Contractor has proposed Change Order No. 12 to the Project, increasing the overall cost of the Contract by \$29,241.00 (Net), 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.12 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 \$29,241.00 (Net) for the Project, bringing the total Project cost to \$2,332,898.22; and

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

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

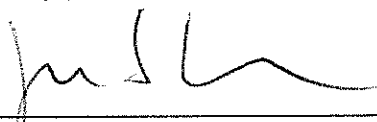
Recorded Vote

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. 12 (ADDITIONS AND CREDIT) 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 Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: February 22, 2012

[SEAL]



AIA Document G701™ - 2001

Change e

PROJECT (Name and address): Union County Child Advocacy Center 242 W. Jersey St. Elizabeth, NJ 07202	CHANGE ORDER N M ER 012 DATE: February 15, 2012	OWNER: <input type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): CGT Construction, Inc. 10 Franklin Avenue Edison, NJ 08837	ARCHITECT'S PROJECT N M ER: 09251-001 CONTRACT DATE: February 01, 2011 CONTRACT OR: General Construction	

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 #5 dated 1/27/12 including:

1. Updated & additional room finishes as noted on drawing A2.1 & Sketch SK-25 Basement & other levels. Add: \$14,326.00
2. Addition of a heat detector to be located in the elevator shaft. Add: \$3,197.00
3. Supplemental Electrical work for surveillance cameras locations, deletion of (3) & addition of (1) ext. fixture. Add: \$2,731.00
4. Fire Pump size increase due to actual water pressure in street; add separate 1 1/2" water service line from street (required by Utility CO). Add: \$13,910.00
5. Omit the custom millwork Reception desk (Now part of the Furniture Order by Others) Deduct: (\$4,950.00)

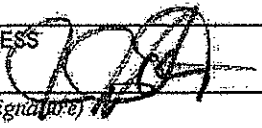
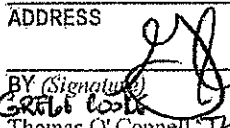
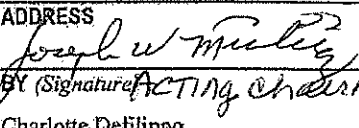
The original Contract Sum was	\$ 2,190,000.00
The net change by previously authorized Change Orders	\$ 113,684.22
The Contract Sum prior to this Change Order was	\$ 2,303,684.22
The Contract Sum will be increased by this Change Order in the amount of	\$ 29,214.00
The new Contract Sum including this Change Order will be	\$ 2,332,898.22

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 Unchanged

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.

<u>GRA Architects, Inc.</u> ARCHITECT (Firm name) 312 Springfield Avenue Berkeley Heights, NJ 07922	<u>CGT Construction, Inc.</u> CONTRACTOR (Firm name) 10 Franklin Avenue, Edison, NJ 08837	<u>Union County Improvement Authority</u> OWNER (Firm name) 10 Cherry Street Elizabeth, NJ 07202
ADDRESS 	ADDRESS 	ADDRESS 
BY (Signature) James J. Ramentol (Typed name)	BY (Signature) Thomas O'Connell (Typed name)	BY (Signature) Charlotte DeFilippo (Typed name)
DATE 2/17/12	DATE 2/21/2012	DATE 2/22/12

RESOLUTION NO. 25-2012

Member McShee introduced and moved the adoption of the following resolution and Member Salerno seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT
AUTHORITY APPROVING AN AGREEMENT FOR THE
POSITION OF PROJECT/FINANCIAL SPECIALIST AND
AUTHORIZING THE EXECUTION THEREOF**

WHEREAS, Mark W. Brink has been employed by the Authority and the Authority continues to require his services to assist the Authority and the Executive Director with the operations of the Authority and the many significant projects and activities of the Authority that require daily attention; and

WHEREAS, the Authority wishes to continue the employment of Mark W. Brink and appoint him as Project/Financial Specialist to the Authority, for a term of three (3) years, effective January 1, 2012; and

WHEREAS, as Project/Financial Specialist, Mark W. Brink shall devote the full time and skill reasonably necessary to perform the duties of that position;

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 Mark W. Brink, attached hereto and made a part hereof, pursuant to which he shall serve as Project/Financial Specialist in accordance with the terms and conditions set forth in the Agreement. The effective date of the Agreement shall be January 1, 2012.

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:

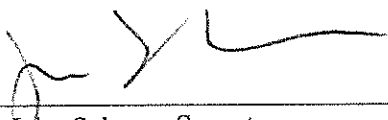
Recorded Vote

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 PROJECT/FINANCIAL SPECIALIST AND AUTHORIZING EXECUTION THEREOF** is a true copy of a resolution adopted by the governing body of the Authority on February 22, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: February 22, 2012

(SEAL)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("AGREEMENT") is made and entered into as of February 22, 2012 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 **MARK W. BRINK**, whose address is 54 Helen Street, Fanwood, New Jersey 07023 ("EMPLOYEE");

WHEREAS, EMPLOYEE has been employed by the Authority and the Authority continues to require EMPLOYEE's services to assist the Authority and the Executive Director with the operations of the Authority and the many significant projects and activities of the Authority that require daily attention; and

WHEREAS, the Authority wishes to continue the employment of Mark W. Brink and appoint him as Project/Financial Specialist of the Authority for a term of three (3) years, effective January 1, 2012;

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

1. Duties - The EMPLOYEE shall serve as Project/Financial Specialist to the Authority, 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 shall include, but not necessarily be limited to, the duties and responsibilities set forth below:

Day-to-Day liaison with the Executive Director of the Authority concerning the operations, budget and services the Authority provides.

Undertake all tasks related to regular and special meetings of the Board of Commissioners of the Authority, including, for example, preparation of resolutions, agendas, minutes of meetings, and public notices; attend all Board meetings; maintain official file of Board resolutions and minutes.

Receive and process invoices for Project-related costs; obtain Executive Director and/or Board of Commissioner approval when necessary for Project-related costs and change orders.

Assist Executive Director with planning, finance and administration, inter-agency collaboration, and relationships and communications with other municipalities and local, state, and Federal governments.

2. Term - The term of this AGREEMENT shall be for a period of three (3) years, effective January 1, 2012. 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 parties, EMPLOYEE continue on a month-to-month basis or upon such other terms and conditions as EMPLOYER and EMPLOYEE may mutually agree.

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 Eighty Thousand and Eighty Dollars (\$80,080.00) per annum.

EMPLOYEE's salary shall be paid in twenty-six installments (two times per month), subject to all appropriate deductions, including, but not limited to, taxes and pension contributions.

(B) Pension - The EMPLOYER shall take any and all actions necessary to insure that EMPLOYEE continues, without break of any kind, his enrollment and 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.

(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, 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 15 sick days and 15 vacation days, together with such improvements in said benefits as may be provided to said County of Union employees during the term of this AGREEMENT. To the same extent as employees employed by the AUTHORITY and/or the County of Union, EMPLOYEE shall be entitled to compensation for the value of unused vacation and sick days at such time if there is a separation of service and/or termination of this AGREEMENT for any reason.

4. 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.

5. 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.

6. 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, personal days and sick days shall inure to the benefit of the estate of the EMPLOYEE in the event of his death.

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

8. Notices - Any notice required or desired to be given under this AGREEMENT shall be given in writing and sent by certified mail to EMPLOYEE's residence in the case of the EMPLOYEE, or to 10 Cherry Street, Elizabeth, New Jersey 07202, in the case of the EMPLOYER.

9. Entire Agreement - This instrument contains the entire agreement of the parties respecting the employment of EMPLOYEE, and there are no representations, warranties, or

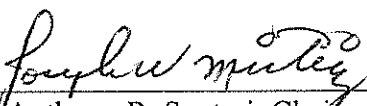
commitments, except as set forth herein. This AGREEMENT may be amended only by an instrument in writing executed by the parties hereto.

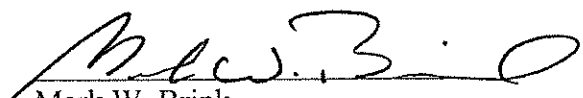
10. Headings - Section and other headings contained in this employment AGREEMENT are for reference purposes only and shall not effect in any way the meaning or interpretation of this AGREEMENT.

11. 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.

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

UNION COUNTY IMPROVEMENT AUTHORITY EMPLOYEE

By: 
Anthony R. Scutari, Chairperson


Mark W. Brink

DATE: February 22, 2012

02/22/2012

SEAL:

ATTEST: 
JOHN SALERNO, SECRETARY

WITNESS: 