

Member MaYhee 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. 25 (INCLUDING
CREDITS) 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 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 (the "Act"); and

WHEREAS, the Authority and the County of Union 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 emergency declared on September 21, 2012 by the Authority (and confirmed by Resolution 78-2012) pertaining to the City of Elizabeth's withholding of the TCO and due to the need for additional emergency exit signs and lighting (see attached net increases/credits); and

WHEREAS, the Contractor has proposed Change Order No. 25 to the Project, increasing the net overall cost of the Contract by \$14,437.00, which will reflect the Contractor's increased third-party costs.

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Change Order No. 25 (including Credits) 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 net increased cost of \$14,437.00 for the Project, bringing the total Project construction cost to \$2,596,149.00; and

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

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

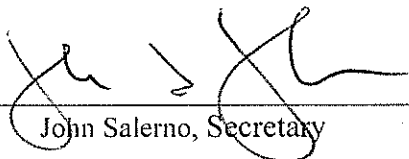
Recorded Vote

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer				✓
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. 25 (INCLUDING CREDITS) TO THE CONTRACT WITH CGT CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE UNION COUNTY CHILD ADVOCACY CENTER PROJECT LOCATED AT WEST JERSEY STREET IN ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on December 5, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
John Salerno, Secretary

Dated: December 5, 2012

[SEAL]

**AIA®****Document G701™ – 2001****Change Order**

PROJECT (Name and address):	CHANGE ORDER NUMBER: 025	OWNER: <input type="checkbox"/>
Union County Child Advocacy Center	DATE: November 27, 2012	ARCHITECT: <input type="checkbox"/>
242 W. Jersey St.		CONTRACTOR: <input type="checkbox"/>
Elizabeth, NJ 07202		FIELD: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 09251-001	OTHER: <input type="checkbox"/>
CGT Construction, Inc.	CONTRACT DATE: February 01, 2011	
10 Franklin Avenue	CONTRACT FOR: General Construction	
Edison, NJ 08837		

THE CONTRACT IS CHANGED AS FOLLOWS:

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

This Change Order is a result of an Emergency Work Directive that was authorized by the UCIA for work needed to obtain a temporary Certificate of Occupancy. The work included: installation of (10) additional exit lights & (2) emergency lights requested by the Fire Sub-code official; (3) additional power outlets for Owner equipment; and, installation of a 1 hr. fire rated ceiling and walls in Fire Pump Room. The cost of this work is \$22,737.00.

Also a credit has been given to the Owner for the base bid landscape planting plan that was not installed in the amount of (-\$8,300.00).

The Work is described in COR#41 dated 11/21/12 (attached) in the NET additional amount of \$14,437.00.

The original Contract Sum was	\$	2,190,000.00
The net change by previously authorized Change Orders	\$	391,712.00
The Contract Sum prior to this Change Order was	\$	2,581,712.00
The Contract Sum will be increased by this Change Order in the amount of	\$	14,437.00
The new Contract Sum including this Change Order will be	\$	2,596,149.00

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

The date of Substantial Completion as of the date of this Change Order therefore is September 2, 2012.

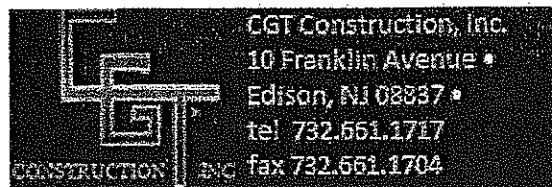
NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede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

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

GRA Architects, Inc.
ARCHITECT (Firm name)
 312 Springfield Ave
 Berkeley Heights, NJ 07922
ADDRESS
 BY (Signature)
 James J. Ramentol, AIA
 (Typed name)
 November 27, 2012
DATE

CGT Construction, Inc.
CONTRACTOR (Firm name)
 10 Franklin Avenue
 Edison, NJ 08837
ADDRESS
 BY (Signature)
 Thomas O'Connell
 (Typed name) AGENT FOR GC
 11/30/2012
DATE

Union County Improvement Authority
OWNER (Firm name)
 Union County Administration Building
 10 Elizabethtown Plaza 6th Floor
 Elizabeth, NJ 07207
ADDRESS
 BY (Signature)
 Charlotte DeFilippo
 (Typed name) ANTHONY SCUTARCI
 CHAIRMAN
 12/5/12
DATE



Owner Change Order Request

Document ID: 139COR 41

COR #: 41

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

Issued Date: 11/21/2012
Re-Submit Date:
Req. Response Date:

TO:

Union County Improvement Authority
10 Cherry Street
Elizabeth, NJ 07202

FROM:

CGT Construction Inc.
10 Franklin Avenue
Edison, NJ 08837

Contact:

Contact: Gregg Cooke

RE: Bulletin #9

Generated by:

Schedule Impact: TBD (Cal. Days)

Change Result of:

Status: OPN

Cost Code	Detail Code	Trade	Amount	Description
00600		Bonding /	\$283.00	bond cost @ 2%
00750		General Conditions /	\$4,904.00	extension of general conditions, 4 days at \$1226.40 per previous change orders
00800		Insurance /	\$209.00	cost of insurance @ 1.5%
01251		General Contractor Fee /	\$1,818.90	contractor fee
01310		Superintendent /	\$3,360.00	completed items 9.2a & 9.3.a costs for additional supervision, 2 full shifts, and 2 1/2 shifts of overtime, at superintendent rate
01310		Superintendent /	\$960.00	additional supervision for outlet and light above, 8 hrs
02900		Landscape /	(\$8,300.00)	credit for deleted landscaping
09260		Partitions /	\$6,300.00	furring, GWB work to fire pump room ceiling per 9.4.a, based on \$1500.00 in materials and 5 MD labor
16050		Electrical Procedures /	\$3,518.00	electrician labor costs for completed items items # 9.2.a and 9.3.a
16050		Electrical Procedures /	\$184.00	completed items 9.2a & 9.3.a miscellaneous electrical materials purchased by G Bowman
16050		Electrical Procedures /	\$600.00	additional outlet from 9.3.b labor and sundry materials
16050		Electrical Procedures /	\$600.00	additional e lite from 9.2.a, labor and sundry materials
00000		Profit /	\$0.00	

Total (\$14,436.90) rounded to **\$14,437.00**

Notes:

This COR is sent in response to Bulletin #9

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

Member Moshee 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. 26 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 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 (the "Act"); and

WHEREAS, the Authority and the County of Union 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 additional electric, fire alarm and pump installations (see attached); and

WHEREAS, the Contractor has proposed Change Order No. 26 to the Project, increasing the net overall cost of the Contract by \$11,094.00, which will reflect the Contractor's increased third-party costs.

NOW, THEREFORE BE IT RESOLVED by the Union County Improvement Authority, that Change Order No. 26 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 net increased cost of \$11,094.00 for the Project, bringing the total Project construction cost to \$2,607,243.00; 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				✓
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. 26 TO THE CONTRACT WITH CGT CONSTRUCTION, INC. FOR THE CONSTRUCTION OF THE UNION COUNTY CHILD ADVOCACY CENTER PROJECT LOCATED AT WEST JERSEY STREET IN ELIZABETH, NEW JERSEY** is a true copy of a resolution adopted by the governing body of the Improvement Authority on December 5, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: December 5, 2012

[SEAL]



AIA Document G701™ – 2001

Change Order

PROJECT (Name and address): Union County Child Advocacy Center 242 W. Jersey St. Elizabeth, NJ 07202	CHANGE ORDER NUMBER: 026 DATE: November 27, 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 NUMBER: 09251-001 CONTRACT DATE: February 01, 2011 CONTRACT FOR: 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 an additional Fire Alarm installation work that was required to complete the installation of the Fire Alarm system. The work included: installation alarm devices in the elevator shaft and installation of a tamper flow switch.

The Work is described in COR#39 & #40 dated 10/12/12 (attached) in the amount of \$5,845.00 and \$5,249.00 respectively, totaling \$11,094.00.

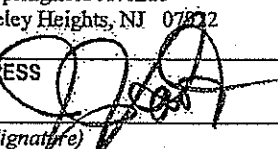

The original Contract Sum was	\$ 2,190,000.00
The net change by previously authorized Change Orders	\$ 406,149.00
The Contract Sum prior to this Change Order was	\$ 2,596,149.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,094.00
The new Contract Sum including this Change Order will be	\$ 2,607,243.00

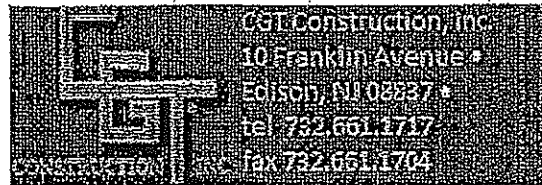
The Contract Time will be increased by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is September 2, 2012.

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

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

GRA Architects, Inc. ARCHITECT (Firm name) 312 Springfield Avenue Berkeley Heights, NJ 07812 ADDRESS  BY (Signature) 312 Springfield Avenue Berkeley Heights, NJ 07922 (Typed name) November 27, 2012 DATE	CGT Construction, Inc. CONTRACTOR (Firm name) 10 Franklin Avenue, Edison, NJ 08837 ADDRESS  BY (Signature) Thomas O'Connell GREGG COOKS (Typed name) 11/30/2012 DATE	Union County Improvement Authority OWNER (Firm name) Union County Administration Building 10 Elizabethtown Plaza 6th Floor Elizabeth, NJ 07207 ADDRESS BY (Signature) Charlotte DeFillipo (Typed name) DATE
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Owner Change Order Request

Document ID: 134COR 39

COR #: 39

Interior & Exterior Alterations of UCCAC

Project ID #: 0192

Interior & Exterior Alterations of UCCAC

Issued Date:

10/12/2012

Re-Submit Date:

Req. Response Date:

TO:

Union County Improvement Authority
10 Cherry Street
Elizabeth, NJ 07202

FROM:

CGT Construction Inc.
10 Franklin Avenue
Edison, NJ 08837

Contact: Mark W. Brink

Contact: Gregg Cooke

RE: additional electric and fire alarm

Generated by:

Schedule Impact: TBD (Cal. Days)

Change Result of: Field Conditions

Status: OPN

Cost Code	Detail Code	Trade	Amount	Description
00600		Bonding /	\$114.20	bond costs of 2%
00800		Insurance /	\$84.67	insurance costs of 1 1/2%
01251		General Contractor Fee /	\$150.00	gc fee of 15% on our work
01251		General Contractor Fee /	\$408.70	gc fee of 10% on work by subs
01310		Superintendent /	\$1,000.00	8 hrs additional supervision and coordination
16050		Electrical Procedures /	\$4,087.00	additional electric and fire alarm
00000		Profit /	\$0.00	
Total (\$5,844.57) rounded to			\$5,845.00	

Notes:

Please see per attached backup and documentation

* The approval of this document is important to the progress of the job. Your approval is required as soon as possible.

* Accumulation of changes affecting the scope of work with no request for additional time may result in a COR for a time extension.

* We will not proceed with changes until response is received.

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

CGT CONSTRUCTION INC.

CONTRACTOR

10 Franklin Avenue

ADDRESS

Edison, NJ 08837

UNION COUNTY IMPROVEMENT AUTHORITY

OWNER / PARTNER

10 Cherry Street

ADDRESS

Elizabeth, NJ 07202

Gregg Cooke

Mark W. Brink

DATE

DATE



Document G701™ – 2001

Change Order

PROJECT (Name and address):	CHANGE ORDER NUMBER: 026	OWNER: <input type="checkbox"/>
Union County Child Advocacy Center	DATE: November 27, 2012	ARCHITECT: <input type="checkbox"/>
242 W. Jersey St.		CONTRACTOR: <input type="checkbox"/>
Elizabeth, NJ 07202		FIELD: <input type="checkbox"/>
TO CONTRACTOR (Name and address):	ARCHITECT'S PROJECT NUMBER: 09251-001	OTHER: <input type="checkbox"/>
CGT Construction, Inc.	CONTRACT DATE: February 01, 2011	
10 Franklin Avenue	CONTRACT FOR: General Construction	
Edison, NJ 08837		

THE CONTRACT IS CHANGED AS FOLLOWS:

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

This Change Order is a result of an additional Fire Alarm installation work that was required to complete the installation of the Fire Alarm system. The work included: installation alarm devices in the elevator shaft and installation of a tamper flow switch.

The Work is described in COR#39 & #40 dated 10/12/12 (attached) in the amount of \$5,845.00 and \$5,249.00 respectively, totaling \$11,094.00.

The original Contract Sum was	\$	2,190,000.00
The net change by previously authorized Change Orders	\$	406,149.00
The Contract Sum prior to this Change Order was	\$	2,596,149.00
The Contract Sum will be increased by this Change Order in the amount of	\$	11,094.00
The new Contract Sum including this Change Order will be	\$	2,607,243.00

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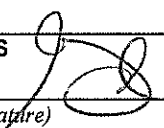
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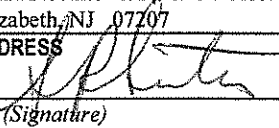
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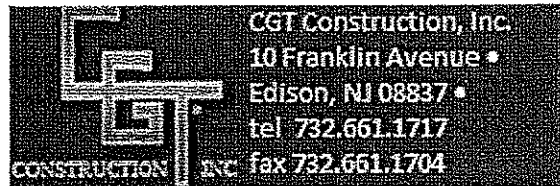
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GRA Architects, Inc.
ARCHITECT (Firm name)
 312 Springfield Avenue
 Berkeley Heights, NJ 07922
ADDRESS

BY (Signature)
 312 Springfield Avenue
 Berkeley Heights, NJ 07922
 (Typed name)
 November 27, 2012
DATE

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

BY (Signature)
 Thomas O'Connell
 GREGG COOKE
 (Typed name) AGENT FOR G.C.
 11/30/12
DATE

Union County Improvement Authority
OWNER (Firm name)
 Union County Administration Building
 10 Elizabethtown Plaza 6th Floor
 Elizabeth, NJ 07207
ADDRESS

BY (Signature)
 Charlotte DeFillipo
 ANTHONY SCUTAR
 (Typed name) CHAIRMAN
 12/5/12
DATE



Owner Change Order Request

COR #: 39

Document ID: 134COR 39

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

Issued Date: 10/12/2012
Re-Submit Date:
Req. Response Date:

TO:
Union County Improvement Authority
10 Cherry Street
Elizabeth, NJ 07202

FROM:
CGT Construction Inc.
10 Franklin Avenue
Edison, NJ 08837

Contact: Mark W. Brink

Contact: Gregg Cooke

RE: additional electric and fire alarm

Generated by:
Change Result of: Field Conditions

Schedule Impact: TBD (Cal. Days)
Status: OPN

Cost Code	Detail Code	Trade	Amount	Description
00600		Bonding /	\$114.20	bond costs of 2%
00800		Insurance /	\$84.67	insurance costs of 1 1/2%
01251		General Contractor Fee /	\$150.00	gc fee of 15% on our work
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01310		Superintendent /	\$1,000.00	8 hrs additional supervision and coordination
16050		Electrical Procedures /	\$4,087.00	additional electric and fire alarm
00000		Profit /	\$0.00	
Total (\$5,844.57) rounded to			\$5,845.00	

Notes:

Please see per attached backup and documentation

- * The approval of this document is important to the progress of the job. Your approval is required as soon as possible.
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- * **We will not proceed with changes until response is received.**

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CGT CONSTRUCTION INC.

CONTRACTOR

10 Franklin Avenue

ADDRESS

Edison, NJ 08837

UNION COUNTY IMPROVEMENT AUTHORITY

OWNER / PARTNER

10 Cherry Street

ADDRESS

Elizabeth, NJ 07202

Gregg Cooke

Mark W. Brink

DATE

DATE

5645.70

Kevin MacDonald

From: George Bowman
Sent: Friday, October 12, 2012 10:08 AM
To: Kevin MacDonald; Gregg Cooke
Subject: FW: UCCAC - Change Orders
Attachments: DaveD Quote.pdf; 06Q Recap.xls; Sep 10,12 - 06Q Dry System Sprinkler.docx

This is a complete changer order to the owner
See 06Q for total \$4087 the DavEd quote is for backup only.

Call to discuss.

The condensate outlets are complete, but we did not bill that CO to 100% yet.
The emergency work is not complete (owner supplied devices), and cannot be billed yet.

gb

From: Mike Messina [<mailto:mmessina@synergynj.com>]
Sent: Thursday, October 11, 2012 8:49 PM
To: George Bowman
Subject: UCCAC - Change Orders

George,

This is for the Dry System. Litespeed had only supervision for this because DaveD had all the costs in their quote. The recap shows the markup, Daved quotes and a couple of hours for us to do final connections and checkout. There was no general material.

This is the last email - I am assuming the condensate pump change is ok and we will revise the EM lighting proposal when it is complete.

Very Truly Yours,
SYNERGY ELECTRIC, INC.

Michael Messina
President

P-862-251-7280
F-862-251-7282
License# - 13179

Change Order Request - Estimate Summary

Job: Union County Child Advocacy Ce Contract With: CGT Construction Job No.:12J242
 G.C.: CGT Construction Contract No.: No.:J242-06Q
 Reference Change: Dry System for sprinkler

BASIC MATERIALS:

Total Material Price per Estimate \$0
 Misc. Materials at 10% material cost \$0
 Quoted Items / Material, Excavation, Rigging Etc \$3,200

SUBTOTAL MATERIAL: \$3,200
 Escalation Long Term Material at: 3% of \$0
 New Jersey Sales Tax at: 0% \$0

TOTAL MATERIAL COST: **\$3,200**

ESTIMATED HOURS:

	Journeyman Time	Journeyman Time&1/2	Foreman Time	Foreman Time&1/2	Gen.Foreman Time
Hours per Estimate	1	0	1	0	0
Job Factor of 0% Total Estimate Hours	0	0	0	0	0
Total Productive Hours Required	1	0	1	0	0

Local Union : 102
 Agreement Ends: 5/31/2013

	Journeyman Rate	Journeyman Time&1/2	Foreman Rate	Foreman Time&1/2	Gen.Foreman Rate
Electrician	90.51	135.77	101.37	152.06	102.09

192

TOTAL LABOR COST: **\$192**

OTHER JOB RELATED COSTS:

Inspection Fees at:	\$1.50 / outlet x ...	0	\$0
Disposable Tools at:	2.00% per manhour		\$4
Superintendent:	5.00% of labor		\$10
Special Tool Costs:			\$0
Asbuilts Drawings:	\$65.00 per hour x	1	\$65
Research and Investigation at:	\$65.00 per hour x	0	\$0
Estimate Preparation:	\$65.00 per hour x	1	\$65
General Conditions / Clean Up at:	1.50% total labor dollars		\$3
Finance Cost of Retainer at:	1.00% Cost / Mo.		\$0

TOTAL JOB RELATED COSTS: **\$146**

CLARIFICATIONS / EXCEPTIONS:

No permit fees
 No painting or patching
 No storage
 No dumpsters, recycling or recycling fees
 No excavation or backfill

Subtotal		\$3,538
Overhead:	10.00%	\$354
Subtotal		\$3,892
Profit:	5.00%	\$195
		\$0
Bond Premium at:	0.00%	\$0
TOTAL		\$4,087



DavEd Fire Systems, Inc.

307 West Pleasantview Avenue, Hackensack New Jersey 07601
Tel. (201)342-7800; Fax. (201)342-1122; www.davedfire.com

Quote No.: Q2012-1726

Sales Person: Bruce Tangowski

September 4, 2012

Union County Child Advocacy, add sprinkler dry system
monitor
242 West Jersey Street
Elizabeth NJ 07202-1302

<u>Quantity</u>	<u>Description</u>
	ADDITION OF MONITOR MODULE FOR DRY SYSTEM SUPERVISORY RE-PROGRAM DUAL INOUT MONITOR MODULE FOR DRY SYSTEM WATERFLOW AND LOW AIR PRESSURE SWITCHES
1	ENGINEERING FOR ADDING DEVICE/FUNCTIONS
1	SHOP & RECORD DRAWING REVISIONS
1	SYSTEM RE-PROGRAMMING
1	NCC WAN NETWORK RE-PROGRAMMING
1	TECHNICIAN, UPLOAD MODIFIED PROGRAM TO PANEL & TO NCC AND NETOWRK NODES, INITIALIZE AND TEST

Proposal is for the accomodation of added sprinkler dry system monitoring points for Dry System Waterflow and Dry System Low Air Pressure.

Price includes system engineering to add device into system, shop and record drawing revisions to add device, system re-programming to add device and functions, NCC WAN netowrk re-programming for new device, technician for upload of revised system program and initialize and test, upload revised NCC program, initialize and test.

*PRICE DOES NOT INCLUDE INSTALLATION AND/OR INSTALLATION MATERIALS.
PRICE IS SUBJECT TO ATTACHED TERMS AND CONDITIONS.
OUR PRICE IS BASED ON CUSTOMER SUPPLIED QUANTITIES.*

OUR TERMS ARE: Net 30 Days

Quote Amount: \$3,200.00



DavEd Fire Systems, Inc.

307 West Pleasantview Avenue, Hackensack New Jersey 07601
Tel. (201)342-7800; Fax. (201)342-1122; www.davedfire.com

Quote No.: Q2012-1726
Sales Person: Bruce Tangowski

September 4, 2012

Terms and Conditions

WE BELIEVE THE QUANTITIES AND OUR INTERPRETATION OF THE PROJECT REQUIREMENTS SHOWN IN THIS ESTIMATE ARE CORRECT. IN THE INTEREST OF COMPLETE ACCURACY PLEASE CHECK AGAINST YOUR TAKEOFF AND NOTIFY US OF ANY DISCREPANCIES, SO THAT WE MAY REVISE OUR PROPOSAL TO YOU.

ANY ALTERATION OR DEVIATION FROM OUR QUOTATION INVOLVING ADDITIONAL COSTS WILL BE PERFORMED ONLY FOLLOWING ACCEPTANCE BY DavEd Fire Systems, Inc OF PURCHASER'S WRITTEN ORDER AND WILL BECOME AN ADDITIONAL COST TO PURCHASER.

THIS PROPOSAL WILL REMAIN FIRM FOR A PERIOD OF 60 DAYS.

PRICE IS CONTINGENT UPON PERIPHERAL DEVICES BEING FLUSH MOUNTED, IF SURFACE MOUNTED BACK BOXES ARE REQUIRED THERE WILL BE AN ADDITIONAL CHARGE.

PRICE IS BASED UPON WORK BEING PERFORMED DURING NORMAL BUSINESS HOURS UNLESS OTHERWISE SPECIFIED IN THIS PROPOSAL.

PRICE DOES NOT INCLUDE FILING WITH LOCAL AUTHORITIES.

PRICE DOES NOT INCLUDE TIE INTO CENTRAL STATION. WE CAN PROVIDE A SEPARATE PRICE FOR THE TIE IN, TRANSMITTER, AND NYCFD APPROVED MONITORING.

EXISTING ACCOUNTS MUST BE CURRENT; NOT EXCEEDING 45 DAYS BEFORE EQUIPMENT WILL BE RELEASED. NEW ACCOUNTS WILL BE C.O.D. ONLY.

PRICE DOES NOT INCLUDE ANY APPLICABLE TAXES. IF TAX EXEMPT OR RESALE CERTIFICATE IS NOT PROVIDED, ALL EQUIPMENT SHIPPED IS TAXABLE.

PRICE INCLUDES PROGRAMMING AND TESTING BY DAVED TECHNICIANS.

FLOOR PLANS FOR ENGINEERING MUST BE PROVIDED. IF COLOR GRAPHICS ARE REQUIRED CAD DRAWINGS MUST BE SUPPLIED.

OUR TERMS ARE NET 30 DAYS TO BE PAID BY CUSTOMER. A 1-1/2% CHARGE PER MONTH, WILL BE APPLIED TO ALL PAST DUE BALANCES

CUSTOMER AUTHORIZED SIGNATURE

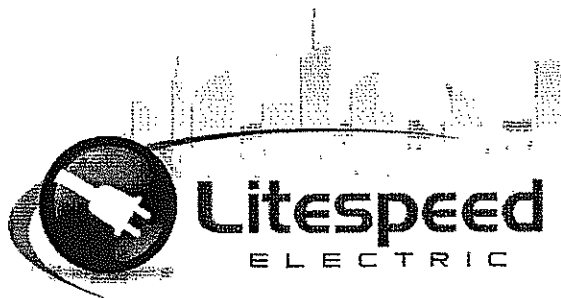
DATE

TITLE

AUTHORIZED DAVED SIGNATURE

PRINT NAME

Fire Alarm/Detection - Security - Video Surveillance - Access Control - Sound/Intercom - Clocks - Nurse Call



SEPTEMBER 10, 2012

CGT CONSTRUCTION
10 FRANKLIN AVE
EDISON, N.J. 08837

ATTN. MR. KEVIN MACDONALD

REFERENCE: UCCAC
J242 - 06Q DRY SPRINKLER SYSTEM

DEAR KEVIN,

AS PER YOUR REQUEST, WE ARE PLEASED TO SUBMIT OUR PRICE OF \$4,087.00 TO FURNISH AND INSTALL THE ELECTRICAL WORK AT THE ABOVE REFERENCED PROJECT. OUR SCOPE OF WORK INCLUDES THE FOLLOWING:

- FURNISH AND INSTALL THE PROGRAMMING AND FIRE ALARM EQUIPMENT PER THE ATTACHED DAVED PROPOSAL.

WE EXCLUDE THE FOLLOWING:

- CUTTING, PATCHING AND PAINTING
- OVERTIME
- PERMIT FEES
- CONCRETE WORK

PLEASE ISSUE A CHANGE ORDER FOR THIS WORK IF WE ARE TO PROCEED.

IF YOU HAVE ANY QUESTIONS REGARDING THE ABOVE PLEASE DO NOT HESITATE TO CONTACT ME.

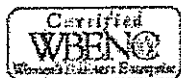
VERY TRULY YOURS,
LITESPEED ELECTRIC, INC.

MICHAEL MESSINA

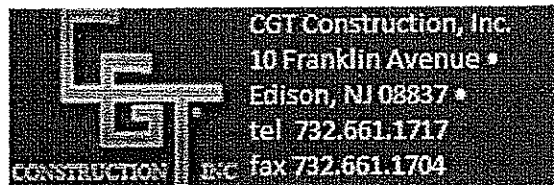
240 South Main Street, South Hackensack, NJ 07606

* Phone: (201) 996-1100 * Fax: (201) 996-1105

www.litespeedelectric.net



WOMEN PRESIDENTS'
ORGANIZATION



Owner Change Order Request COR #: 40

Document ID: 135COR 40

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

Issued Date: 10/12/2012
Re-Submit Date:
Req. Response Date:

TO:
Union County Improvement Authority
10 Cherry Street
Elizabeth, NJ 07202

FROM:
CGT Construction Inc.
10 Franklin Avenue
Edison, NJ 08837

Contact:

Contact:

RE: additional electric and fire alarm for tampers

Generated by:

Schedule Impact: TBD (Cal. Days)

Change Result of:

Status: OPN

Cost Code	Detail Code	Trade	Amount	Description
00600		Bonding /	\$101.42	bond cost of 2%
00800		Insurance /	\$76.00	insurance costs of 1 1/2 %
01251		General Contractor Fee /	\$150.00	gc fee of 15% on our work
01251		General Contractor Fee /	\$356.50	gc fee of 10% on work by subs
01310		Superintendent /	\$1,000.00	8 hrs additional supervision and coordination
16050		Electrical Procedures /	\$3,565.00	additional electric and fire alarm for tampers
00000		Profit /	\$0.00	
Total (\$5,248.92) rounded to			\$5,249.00	

Notes:

Please see attached backup and documentation

* The approval of this document is important to the progress of the job. Your approval is required as soon as possible.

* Accumulation of changes affecting the scope of work with no request for additional time may result in a COR for a time extension.

*** We will not proceed with changes until response is received.**

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

CGT CONSTRUCTION INC.

CONTRACTOR

10 Franklin Avenue

ADDRESS

Edison, NJ 08837

UNION COUNTY IMPROVEMENT AUTHORITY

OWNER / PARTNER

10 Cherry Street

ADDRESS

Elizabeth, NJ 07202

DATE

DATE

\$71

Kevin MacDonald

From: George Bowman
Sent: Friday, October 12, 2012 10:03 AM
To: Kevin MacDonald; Gregg Cooke
Subject: FW: UCCAC - Change Orders for Daved and litespeed tamper switches.
Attachments: 03Q Recap.xls; Aug 27, 12 - J242-03Q additional FA devices and programming.docx; J242-03Q.pdf; Total Daved quote for new equipment.pdf

Here is a complete change order for the equipment and monitoring of the tamper switches.
It goes to the owner (they are expecting it)
Ignore Daveds number it is only backup for the \$3565 total (see J242)

gb

From: Mike Messina [<mailto:mmessina@synergynj.com>]
Sent: Thursday, October 11, 2012 8:45 PM
To: George Bowman
Subject: UCCAC - Change Orders

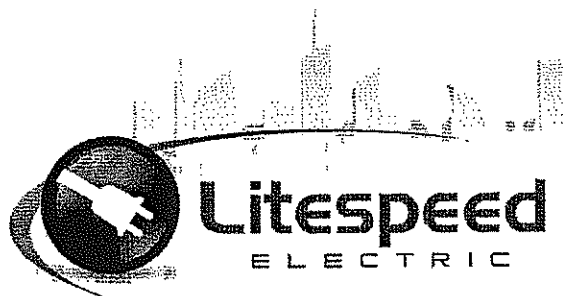
George

This proposal is complete, if you check the recap you will see under "quotes" \$908. This is the difference between what was Daved's total quote see attached for \$3388 and the equipment cost for the original elevator equipment which you already paid for. This is only for the additional stuff just recently added.

Very Truly Yours,
SYNERGY ELECTRIC, INC.

Michael Messina
President

P-862-251-7280
F-862-251-7282
License# - 13179



AUGUST 27, 2012

CGT CONSTRUCTION
10 FRANKLIN AVE
EDISON, N.J. 08837

ATTN. MR. KEVIN MACDONALD

REFERENCE: UCCAC
J242 - 03Q ADDITIONAL FA DEVICES

DEAR KEVIN,

AS PER YOUR REQUEST, WE ARE PLEASED TO SUBMIT OUR PRICE OF \$3,565.00 TO FURNISH AND INSTALL THE ELECTRICAL WORK AT THE ABOVE REFERENCED PROJECT. OUR SCOPE OF WORK INCLUDES THE FOLLOWING:

- FURNISH AND INSTALL (2) MONITOR DEVICES FOR ADDITIONAL TAMPER SWITCHES
- FURNISH AND INSTALL (1) SMOKE DETECTOR FOR TOP OF ELEVATOR SHAFT
- DAVED PROGRAMMING PER THEIR ATTACHED QUOTE

WE HAVE DEDUCTED THE HEAT DETECTOR FOR THE TOP OF ELEVATOR SHAFT COSTS AS THIS WAS ALREADY SUBMITTED AND APPROVED.

WE EXCLUDE THE FOLLOWING:

- CUTTING, PATCHING AND PAINTING
- OVERTIME
- PERMIT FEES
- CONCRETE WORK

PLEASE ISSUE A CHANGE ORDER FOR THIS WORK IF WE ARE TO PROCEED.

IF YOU HAVE ANY QUESTIONS REGARDING THE ABOVE PLEASE DO NOT HESITATE TO CONTACT ME.

VERY TRULY YOURS,
LITESPEED ELECTRIC, INC.

MICHAEL MESSINA

240 South Main Street, South Hackensack, NJ 07606

* Phone: (201) 996-1100 * Fax: (201) 996-1105

www.litespeedelectric.net



WOMEN PRESIDENTS'
ORGANIZATION

Change Order Request - Estimate Summary

Job: Union County Child Advocacy Ce Contract With: CGT Construction Job No.:12J242
 G.C.: CGT Construction Contract No.: No.:J242-03Q
 Reference Change: **Additional Smoke Detector and Monitor Zams**

BASIC MATERIALS:

Total Material Price per Estimate	\$349
Misc. Materials at 10% material cost	\$35
Quoted Items / Material, Excavation, Rigging Etc	\$908

SUBTOTAL MATERIAL:

Escalation Long Term Material at: 3% of	\$0
New Jersey Sales Tax at: 0%	\$0

TOTAL MATERIAL COST: **\$1,291**

ESTIMATED HOURS:

	Journeyman Time	Journeyman Time&1/2	Foreman Time	Foreman Time&1/2	Gen.Foreman Time
Hours per Estimate	8	0	8	0	0
Job Factor of 0% Total Estimate Hours	0	0	0	0	0
Total Productive Hours Required	8	0	8	0	0

Local Union : 102
 Agreement Ends: 5/31/2013

	Journeyman Rate	Journeyman Time&1/2	Foreman Rate	Foreman Time&1/2	Gen.Foreman Rate
Electrician	90.51	135.77	101.37	152.06	102.09

1,535

TOTAL LABOR COST: **\$1,535**

OTHER JOB RELATED COSTS:

Inspection Fees at:	\$1.50 / outlet x ...	0	\$0
Disposable Tools at:	2.00% per manhour		\$31
Superintendent:	5.00% of labor		\$77
Special Tool Costs:			\$0
Asbuilts Drawings:	\$65.00 per hour x	1	\$65
Research and Investigation at:	\$65.00 per hour x	0	\$0
Estimate Preparation:	\$65.00 per hour x	1	\$65
General Conditions / Clean Up at:	1.50% total labor dollars		\$23
Finance Cost of Retainer at:	1.00% Cost / Mo.		\$0

TOTAL JOB RELATED COSTS: **\$260**

CLARIFICATIONS / EXCEPTIONS:

No permit fees
No painting or patching
No storage
No dumpsters, recycling or recycling fees
No excavation or backfill

Subtotal	\$3,087
Overhead: 10.00%	\$309
Subtotal	\$3,396
Profit: 5.00%	\$170
	\$0
Bond Premium at: . 0.00%	\$0
TOTAL	\$3,565



DavEd Fire Systems, Inc.

307 West Pleasantview Avenue, Hackensack New Jersey 07601
Tel. (201)342-7800; Fax. (201)342-1122; www.davedfire.com

Quote No.: Q2012-1652
Sales Person: Bruce Tangowski

August 10, 2012

Child Advocacy Center, add devices
242 West Jersey Street
Elizabeth NJ 07202-1302

Litespeed Electric Inc.
240 South Main Street
South Hackensack NJ 07606-1445
Attn.: Mike Messina

Quantity Description

- ADD DEVICES TO ACCOMODATE FIELD CHANGES
- 1 THERMAL DETECTOR (Top of elevator shaft)
- 1 FIREPRINT DETECTOR (Top of elevator shaft)
- 2 DETECTOR BASE ASSEMBLY
- 2 SINGLE INPUT MONITOR MODULE (tamper valves at elev. top of shaft, pit)
- 1 ENGINEERING TO ADD DEVICES TO SYSTEM & PROGRAM
- 1 SHOP DRAWING REVISIONS TO ADD NEW DEVICES
- 1 RE-PROGRAMMING OF SYSTEM TO ADD DEVICES/FUNCTIONS
- 1 RE-PROGRAMMING OF NCC WAN NETWORK PROGRAMS
- 1 TECHNICIAN FOR INITIALIZATION AND TEST OF ALL NEW DEVICES*

PLUS UPLOAD OF REVISIONS TO ALL NETWORK NODES

*Technician will need access to elevator shaft for test.

Elevator company MUST be present for test, elevator operation

Proposal is based upon request by EC technician and DavEd technician reports from system start-up. Devices were not in original contract drawings.

Price includes engineering for new device additions to system, revisions to shop and record drawings, system re-programming to add devices and associated functions, NCC WAN software program revisions to recognize new devices, technician for initialization and test, upload modified software to NCC WAN and all associated network nodes.

PRICE DOES NOT INCLUDE INSTALLATION AND/OR INSTALLATION MATERIALS.

PRICE IS SUBJECT TO ATTACHED TERMS AND CONDITIONS.

OUR PRICE IS BASED ON CUSTOMER SUPPLIED QUANTITIES.

OUR TERMS ARE: Net 30 Days

Quote Amount: \$3,388.00



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Tel. (201)342-7800; Fax. (201)342-1122; www.davedfire.com

Quote No.: Q2012-1652

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CUSTOMER AUTHORIZED SIGNATURE

DATE

TITLE

AUTHORIZED DAVED SIGNATURE

PRINT NAME

Fire Alarm/Detection - Security - Video Surveillance - Access Control - Sound/Intercom - Clocks - Nurse Call

UCCAC - Proposals

Job Number: 3

Extension By Section, And Subtotals By Breakdown

Item #	Description	Quantity	Price U	Ext Price	Labor Hr U	Ext Lab Hr
--- 170 - Systems ---						
--- 04BQ J242-03Q ---						
1011	3/4" EMT (Difficult)	45.00		43.30		3.18
1121	1/2" Steel Flex	6.00		3.26		0.21
1477	3/4" Compression Steel Conn	3.00		16.02		0.78
1577	3/4" Compression Steel Cplg	6.00		57.65		1.68
1586	1/2" Locknut	4.00		1.36		0.08
1587	3/4" Locknut	3.00		1.14		0.06
1599	3/4" Plastic Bushing	3.00		0.76		0.06
1894	1/2" Steel Squeeze Flex Conn	1.00		1.90		0.18
1910	1/2" Greenfield Conn 90D	1.00		3.72		0.24
2278	1/2" 1-Hole Strap	0.72		0.15		0.03
2309	3/4" Beam Clamp w/Conduit Hanger	6.00		9.93		0.72
2332	1/4" Beam Clamp	3.00		5.05		0.42
2573	4" Square x 2-1/8" Deep Box (1/2 & 3/4 KO's)	3.00		8.19		1.08
2686	Handy Box (1/2" KO)	2.00		4.31		0.72
3107	1/8" Poly Pull Line	6.60		0.05		0.03
4802	Handy Box Blank Cover w/1/2" KO	2.00		1.19		0.28
11709	18/2 AWG Unshielded Fire Alarm Cable MC/FPL	120.00		185.14		2.40
11713	14/2 AWG Unshielded Fire Alarm Wire FPLP	20.00		5.39		0.40
1234756	Addressable Smoke Detector	1.00		0.00		1.00
1234759	Monitor ZAM	2.00		0.00		2.60
--- 04BQ J242-03Q Total ---				348.51		16.15
--- 170 - Systems Total ---				348.51		16.15
Job Total				348.51		16.15

RESOLUTION NO. 84-2012

Member McGhee introduced and moved the adoption of the following resolution and Member D'Elia seconded the motion:

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

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

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

WHEREAS, pursuant to Section 2 of the Agreement, the Authority has duly noticed the Executive Director of its desire to renew the Agreement for an additional 12-month period effective December 1, 2012.

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

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

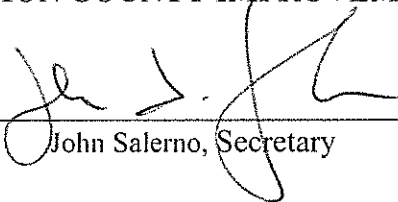
NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer				✓
Sebastian D'Elia, Member	✓			
Linda Hines, Member	✓			
Samuel T. McGhee, Member	✓			
Cherron Rountree, Member	✓			

CERTIFICATION

I, JOHN SALERNO, Secretary of the Union County Improvement Authority, HEREBY CERTIFY that the foregoing **RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY APPROVING AN AGREEMENT FOR THE POSITION OF EXECUTIVE DIRECTOR AND AUTHORIZING EXECUTION THEREOF** is a true copy of a resolution adopted by the governing body of the Improvement Authority on December 5, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____


John Salerno, Secretary

Dated: December 5, 2012

(SEAL)

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("AGREEMENT") is made and entered into as of December 1, 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 **CHARLOTTE DEFILIPPO** domiciled at 65 King Street, Hillside, New Jersey 07205 ("EMPLOYEE").

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

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

WHEREAS, the AUTHORITY has determined to appoint Charlotte DeFilippo as the Executive Director for a term of five (5) years, effective December 1, 2012.

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

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

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

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

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

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

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

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

2. Term - The term of this AGREEMENT shall be for a period of five (5) years effective December 1, 2012. On or before the twelve (12) month anniversary date of each year of this AGREEMENT the AUTHORITY shall notify the EMPLOYEE in writing with regard to its intent to renew the AGREEMENT for an additional twelve (12) month period. The purpose of this provision is to ensure that the EMPLOYEE will receive notice each year as to the remaining number of years of the term hereof. In the event that the EMPLOYEE is notified on such anniversary date of the AUTHORITY'S intent to extend the term by an additional twelve (12) month period, then, and in that event, the remaining term of this AGREEMENT shall be five (5) years. Nothing herein shall be

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

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

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

(A) Upon the commencement of this AGREEMENT, EMPLOYEE shall be compensated at the rate of One Hundred Sixty Thousand Eight Hundred Sixty Six Dollars and Forty Three Cents (\$160,866.43) per annum.

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

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

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

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

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

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

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

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

6. Indemnification - EMPLOYER shall indemnify, defend, and hold EMPLOYEE harmless for any claim(s) arising from an act or omission of the EMPLOYEE, or any act or 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 omission 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.

This Paragraph 6 shall survive termination of this AGREEMENT.

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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

FOR:

UNION COUNTY IMPROVEMENT
AUTHORITY

BY: _____

Anthony R. Scutari, Chairperson

DATE: _____

12/5/12

FOR:

EMPLOYEE

Charlotte DeFilippo

12/5/12

SEAL:

ATTEST:

JOHN SALERNO, SECRETARY

WITNESS:

RESOLUTION NO. 85-2012

Member Salerno introduced and moved the adoption of the following

resolution and Member McGhee seconded the motion:

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING THE MAKING OF AN APPLICATION TO 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
REFUNDING BONDS, SERIES 2013 (CITY OF LINDEN GUARANTEED)
AND REFUNDING BONDS, SERIES 2013 (REFUNDING OF
CORRECTIONAL FACILITIES PROJECT BONDS, 2003 BONDS)**

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, several of the Authority's outstanding bond issues can be refunded to provide savings to the Authority and the Authority's client governmental agencies; and

WHEREAS, the Authority is desirous of undertaking such refinancings; 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 and the City of Linden; (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 or the City of Linden and will not create an undue financial burden to be placed upon the County or the City.

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 Refunding Bonds, Series 2013 (City of Linden Guaranteed) and Refunding Bonds, Series 2013 (Refunding of Correctional Facilities Project Bonds, 2003) 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., the Authority's General Counsel 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.

NAMES	AYE	NO	ABSTAIN	ABSENT
Anthony R. Scutari, Chairperson	✓			
Carolyn Vollero, V. Chairperson				✓
John Salerno, Secretary	✓			
Joseph W. Miskiewicz, Treasurer				✓
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 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 REFUNDING BONDS, SERIES 2013 (CITY OF LINDEN GUARANTEED) AND REFUNDING BONDS, SERIES 2013 (REFUNDING OF CORRECTIONAL FACILITIES PROJECT BONDS, 2003 BONDS)"** is a true copy of a resolution adopted by the governing body of the Authority on December 5, 2012

UNION COUNTY IMPROVEMENT AUTHORITY

By: _____

John Salerno, Secretary

Dated: December 5, 2012

(SEAL)

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 SALARY INCREASES FOR MARK W.
BRINK AND JENNIFER ERDOS IN THE AMOUNT OF TWO
PERCENT EFFECTIVE JANUARY 1, 2013**

WHEREAS, on February 22, 2012, the Union County Improvement Authority approved the continued employment of Mark W. Brink as Project/Financial Specialist and entered into a contract of employment with him for a term of three (3) years, beginning January 1, 2012 at an initial salary of \$80,0880.00 (the "Brink Agreement"); and

WHEREAS, the Executive Director has recommended that Mr. Brink's salary be increased by Two Percent (2%) for the year beginning January 21, 2013, thereby making Mr. Brink's annual salary for 2013 the sum of Eighty One Thousand Six Hundred Eighty One Dollars and 00/100 (\$81,681.60); and

WHEREAS, on March 20, 2012, the Authority approved the continued employment of Jennifer Erdos as Project Manager / Events Coordinator and entered into a contract of employment with her for a term of three (3) years, beginning January 1, 2012 at an initial salary of \$71,536.00 (the "Erdos Agreement"); and

WHEREAS, the Executive Director has recommended that Ms. Erdos's salary be increased by Two Percent (2%) for the year beginning January 21, 2013, thereby making Ms. Erdos's annual salary for 2013 the sum of Seventy Two Thousand Nine Hundred Sixty Six and 72/100 (\$72,966.72);

NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY IMPROVEMENT AUTHORITY that

Section 1. Effective January 1, 2013, Mark W. Brink's annual salary shall be \$81,681.60, and all other terms and conditions of the Brink Agreement shall remain as they are; and

Section 2. Effective January 1, 2013, Jennifer Erdos's annual salary shall be \$72,966.72, and all other terms and conditions of the Erdos Agreement shall remain as they are; and

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				✓
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 SALARY INCREASES FOR MARK W. BRINK AND JENNIFER ERDOS IN THE AMOUNT OF TWO PERCENT EFFECTIVE JANUARY 1, 2013** is a true copy of a resolution adopted by the governing body of the Authority on December 5, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By:  _____
John Salerno, Secretary

Dated: December 5, 2012

(SEAL)

RESOLUTION NO. 87-2012

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

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
APPROVING THE CITY OF HILLSIDE'S ADDITION OF A PROJECT TO THE
PROJECTS THE CITY WILL FINANCE UNDER THE AUTHORITY'S 2006
POOLED GOVERNMENT LOAN PROGRAM**

WHEREAS, on October 24, 2012, the Union County Improvement Authority (the "Authority") adopted Resolution No. 79A-2012 authorizing the substitution of project items requested by the City of Hillside to be financed under the Authority's 2006 Pooled Government Loan Program, which the City conditionally approved on October 3, 2012 in its Resolution R-12-481, pending consideration of the substitution by the Authority, and which included a radio communication system and a 911 system for its Police Department, an Ambulance for its Fire Department and a radio communications system for its Public Works Department; and

WHEREAS, on November 13, 2012, the City amended its Resolution R-12-481 via Resolution R-12-540, which adds to the City's projects under the Authority's 2006 Pooled Government Loan Program an expenditure for the Evans Terminal storm sewer replacement; and

WHEREAS, the Authority has reviewed Resolution R. 12-540, and has determined that the proposed project may be included in the projects the City will finance under the Authority's 2006 Pooled Government Loan Program;

NOW, THEREFORE, BE IT RESOLVED by the Union County Improvement Authority that the Authority shall approve the City of Hillside's addition of the Evans Terminal storm sewer replacement to the projects to be financed under the Authority's 2006 Pooled Governmental Loan Program.

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				✓
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 THE CITY OF HILLSIDE'S ADDITION OF A PROJECT TO THE PROJECTS THE CITY WILL FINANCE UNDER THE AUTHORITY'S 2006 POOLED GOVERNMENT LOAN PROGRAM** is a true copy of a resolution adopted by the governing body of the Authority on December 5, 2012.

UNION COUNTY IMPROVEMENT AUTHORITY

By: 
JOHN SALERNO, Secretary

Dated: December 5, 2012

[SEAL]

**RESOLUTION
R-12-540**

WHEREAS, as part of its six (6) year Capital Improvement Plan (hereinafter the "Plan") the Township Council of the Township of Hillside recently adopted Resolution R-12-481 (a copy of which is attached hereto and made a part hereof) in order to immediately begin certain 2012 projects for public safety purposes, referred to as Phase 1 of the 2012 delineated projects within the Plan.

WHEREAS, the Township Council wishes to amend its list of Phase 1 projects.

NOW THEREFORE BE IT RESOLVED by the Township Council that the Township of Hillside hereby amends Resolution R-12-481 and designates that the following additional project be implemented as soon as possible as part of Phase 1 of the 2012 projects set forth in the Plan;

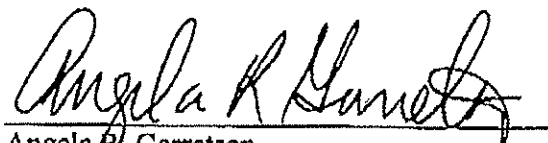
Evans Terminal Storm Sewer Replacement: \$50,000

BE IT FURTHER RESOLVED that nothing in this resolution is intended, nor shall it be construed, to modify the authorizations provided for in Resolution No.: R-12-314, Resolution No.: R-12-481 or R-12-510, other than to add the above item to the list of Phase 1 projects authorized for immediate implementation in R-12-510.

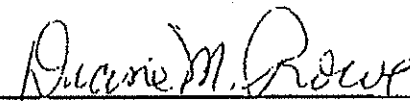
BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to the Union County Improvement Authority; and

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

November 13, 2012



Angela R. Garretson
Council President

Attest: 

Diane M. Rowe, RMC
Township Clerk