

RESOLUTIONS

No. 169 -195

cc: Fin
R+V

RESOLUTION 2012—169

RESOLUTION AUTHORIZING CHANGE ORDER # FINAL FOR STORMWATER OUTFALL IMPROVEMENTS (PHASE I)

WHEREAS, the Township of Willingboro voted on April 5, 2011 to award bid to P. M. Construction Corp., 1310 Central Avenue, Hillside, NJ 07205, in the amount of \$877,526 representing the Base Bid as per Resolution 2011—67; and

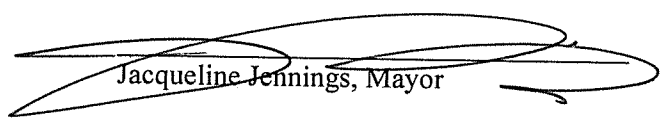
WHEREAS, the Engineer has submitted Change Order #1 has been submitted and approved for a Final adjustment decrease of \$39,823; and

WHEREAS, the rules of the Local Finance Board required such change order to be approved by prior resolution of the Township Council.

NOW, THEREFORE BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of October, 2012, as follows

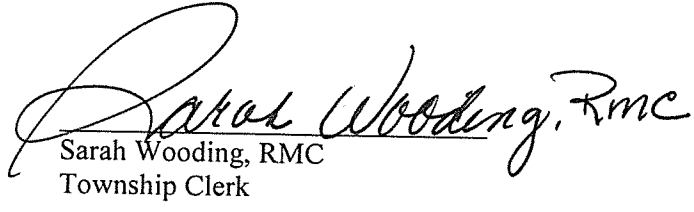
1. Change Order #1 Final as above adjusts the contract from \$877,526 to \$837,703.

Copies of this resolution shall be forwarded to the Finance Director, Engineer and Auditor for their information.



Jacqueline Jennings, Mayor

Attest:



Sarah Wooding, RMC
Township Clerk

Recorded Votes	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Campbell	✓			
Councilman Gordon				✓
Deputy Mayor Ayres	✓			
Mayor Jennings	✓			

Certification Of Availability of Funds

This is to certify to the Mayor and Council of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

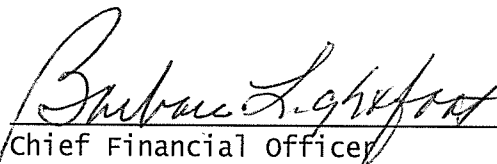
Resolution Date: 10/16/12
Resolution Number: 2012-169

Vendor: PM CONST P.M. CONSTRUCTION CORP
1310 CENTRAL AVE
HILLSIDE, NJ 07205

Contract: C1-00002 PM CONSTRUCTION-STORMWATER

Account Number	Amount	Department Description
C-04-55-909-100-001	39,823.00-	2009 CAPITAL BUDGET
Total	39,823.00-	

Only amounts for the 2012 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

ACTW's 

Chief Financial Officer

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES

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Leonard A. Faiola, PE, CME
Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers

232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

Remington, Vernick & Vena Engineers

9 Allen Street
Toms River, NJ 08753
(732) 286-9220
(732) 505-8416 (fax)

3 Jocama Boulevard, Suite 300-400
Old Bridge, NJ 08857
(732) 955-8000
(732) 591-2815 (fax)

Remington, Vernick & Walberg Engineers

845 North Main Street
Pleasantville, NJ 08232
(609) 645-7110
(609) 645-7076 (fax)

4907 New Jersey Avenue
Wildwood City, NJ 08260
(609) 522-5150
(609) 522-5313 (fax)

Remington, Vernick & Beach Engineers

922 Fayette Street
Conshohocken, PA 19428
(610) 940-1050
(610) 940-1161 (fax)

5010 East Trindle Road, Suite 203
Mechanicsburg, PA 17050
(717) 766-1775
(717) 766-0232 (fax)

U.S. Steel Tower
600 Grant Street, Suite 1251
Pittsburgh, PA 15219
(412) 263-2200
(412) 263-2210 (fax)

Univ. Office Plaza, Bellevue Building
262 Chapman Road, Suite 105
Newark, DE 19702
(302) 266-0212
(302) 266-6208 (fax)

Remington, Vernick & Arango Engineers

The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor
Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

October 3, 2012

Joanne Diggs, Township Manager
Township of Willingboro
One Rev. Dr. M. L. King Jr. Drive
Municipal Building
Willingboro, NJ 08046

Resol-169

Re: **Township of Willingboro
Stormwater Outfall Improvements (Phase I)
N.J.E.I.T. Project No. S340132-03
Change Order No. 1 Final
RVA #0338T080**

Dear Ms. Diggs:

Attached, please find Change Order #1 Final representing the final adjustment of as-built quantities and contract costs for the above referenced project. For your convenience, these items are summarized below:

• Original Contract Amount:	\$877,526.00
• Change Order No. 1 Final	- <u>\$ 39,823.00</u>

Total Amended / Final Contract Amount: **\$837,703.00**

Please have the Clerk's Office prepare a Resolution for Council approval which adjusts the contract amount for this project.

Upon passage of the Resolution, please return to our Cinnaminson office for further processing.

If you should have any questions, please contact Hasson Shipman at our Cinnaminson office at 856-303-1245.

Sincerely,
REMINGTON, VERNICK & ARANGO ENGINEERS


K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager

Enclosure(s)

cc: Richard Brevogel, Director of Public Works
Sarah Wooding, Twp. Clerk
Ray Longmore, RVA
Hasson Shipman, RVA
P.M. Construction Corp.

Earning Our Reputation Every Day Since 1901

T:\Willingboro\T-080 NJEIT Stormwater Outfall Improvements (Phase I)\Inspection & Contract Administration\Payment Certificates\Change Order letter to town for resolution.doc



REMINGTON, VERNICK & ARANGO ENGINEERS
CHANGE ORDER # 1 FINAL

CONTRACTOR:
 PM Construction
 1310 Central Avenue
 Hillside, NJ 07205
 908-965-2090

PROJECT NAME: Stormwater Outfall Improvements (Phase I), (N.J.E.I.T. Project No. S340132-03)

PROJECT NUMBER: 03-38-T-080

CLIENT: TOWNSHIP OF WILLINGBORO

REASON FOR CHANGE: Final Adjustment of As-built Quantities.

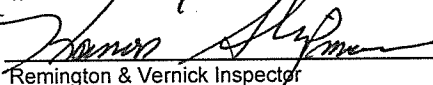
ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	AMOUNT
EXTRAS					
				\$0.00	\$0.00
				\$0.00	\$0.00
					<u>\$0.00</u>
REDUCTIONS					
3	HOT MIX ASPHALT STABILIZED BASE COURSE, MIX I-2, 4" THICK	-10	TON	\$130.00	(\$1,300.00)
4	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	-1	TON	\$175.00	(\$175.00)
5	PRIME COAT (IF AND WHERE DIRECTED)	-50	GAL	\$0.10	(\$5.00)
6	TACK COAT (IF AND WHERE DIRECTED)	-20	GAL	\$0.10	(\$2.00)
18	CONCRETE SIDEWALK, 4" THICK	-11	SY	\$65.00	(\$715.00)
24	VINYL FENCE, 6' HIGH	-180	LF	\$50.00	(\$9,000.00)
25	RESET FENCE	-108	LF	\$20.00	(\$2,160.00)
28	TOPSOILING, 4" THICK	-271	SY	\$4.00	(\$1,084.00)
29	FERTILIZING AND SEEDING, TYPE A-3	-55	SY	\$2.00	(\$110.00)
30	TOPSOIL STABILIZATION MATTING	-84	SY	\$18.00	(\$1,512.00)
31	SODDING	-1400	SY	\$8.00	(\$11,200.00)
34	PIPE GROUTING AND CAPPING	-12	CY	\$240.00	(\$2,880.00)
39	NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST PROJECT SIGNS, 8' WIDE x 4' HIGH	-1	UN	\$2,000.00	(\$2,000.00)
40	WILLOW OAK, 2" - 2-1/2" CAL. B&B	-10	UN	\$600.00	(\$6,000.00)

ITEM	DESCRIPTION	QUANTITY	UNITS	PRICE	AMOUNT
41	VINYL FENCE GATE, 4' WIDE, 6' HIGH	-4	UN	\$420.00	(\$1,680.00)
					(\$39,823.00)
SUPPLEMENTALS					
					\$0.00
					\$0.00
					\$0.00
ORIGINAL CONTRACT AMOUNT					\$877,526.00
+ SUPPLEMENTAL					\$0.00
+ EXTRA					\$0.00
- REDUCTION					(\$39,823.00)
ADJUSTMENT AMOUNT BASED ON CHANGE ORDER NO. 1					\$837,703.00

ACCEPTED BY:



 ((CONTRACTOR)) Date 10-4-12



 Remington & Vernick Inspector Date 10-4-12



 Remington & Vernick Engineer Date 10/4/12

APPROVED BY:

 ((TOWNSHIP)) Date

COPY

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AWARDING A BID FOR STORMWATER OUTFALL IMPROVEMENTS PHASE 1

WHEREAS, on February 14, 2011, the Township Council of the Township of Willingboro advertised its request that bids be submitted for the Stormwater Outfall Improvements Phase 1 of New Jersey Environmental Infrastructure Trust Project (N.J.E.I.T.) Number S340132-03; and

WHEREAS, on March 8, 2011, bids were received, opened and read in public; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., mandates that the Township award the contract to the lowest responsible bidder; and

WHEREAS, Township's Engineer tabulated the bids received and found the lowest responsible bidder to be P.M. Construction Corp., 1310 Central Avenue, Hillside, NJ 07205; and

WHEREAS, the Township's Solicitor reviewed the bid submitted by P.M. Construction Corp., pursuant to N.J.E.I.T.'s guidelines, and determined that the bid documents are acceptable, concurring with the Township Engineer's recommendation that it is the lowest responsible bidder; and

WHEREAS, the Township Council has upon its consideration and review determined that P.M. Construction Corp., is the responsible lowest bidder and that it is in the best interest of the Township to accept the bid of P.M. Construction Corp., of 1310 Central Avenue, Hillside, NJ 07205, in the amount of \$877,526.00.

WHEREAS, the award of this bid is contingent upon the availability of funds for this purpose, and as indicated by the attached Treasurer's Certification.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 5th day of April, 2011, hereby accepts the bid of P.M. Construction Corp., and

BE IT FURTHER RESOLVED, that the bids be spread upon the minutes of this meeting.

Eddie Campbell, Jr., Mayor

Attest:

Sarah Wooding, Acting Township Clerk
Certified to be a true copy of the original
Township Clerk

Table with 6 columns: Recorded Votes, Yes, No, Abstain, Absent. Rows include Councilman Anderson, Councilman Ayer, Councilman Gordon, Deputy Mayor Jennings, and Mayor Campbell.

cc: Fin
REV
P.M. Constr.

RESOLUTION NO. 2012 - 170

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
RELEASING THE PERFORMARNCE BOND FOR THE
STORMWATER OUTFALL IMPROVEMENTS (PHASE 1) AND
ACCEPTING
ENVIRONMENTAL MAINTENANCE BOND #327-011-387 AND
MAINTENANCE BOND #327-011-387**

WHEREAS, Remington, Vernick and Arango Engineers, and Affiliates, Inc. has inspected the P.M. Construction Corp.'s Stormwater Outfall Improvements Phase 1, in Willingboro, New Jersey; and

WHEREAS, the Township's Engineer has determined that the condition of the improvements is satisfactory; and

WHEREAS, it is the recommendation of the Township's Engineer that the Township of Willingboro release the Performance Surety Bond #327-011-387 in the amount of Eight Hundred seventy seven thousand five hundred twenty six dollars and no cents (\$877,526.00) and upon a posting of a two year Maintenance Bond in the amount of Eight Hundred thirty seven thousand seven hundred three dollars and 00/100 cents (\$837,703.00), and an Environmental Maintenance bond in the amount of \$25,000,00, twenty thousand dollars Bond # 327-011-387 provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

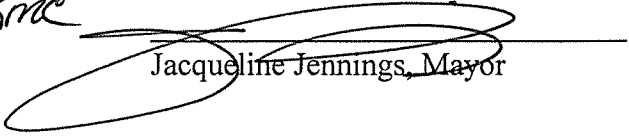
WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Performance Bond and accept a two year Maintenance Bond and a two year Envionmental Maintenance Bond in the amounts referenced herein, contingent upon the payment of all outstanding escrow invoices, in accordance with the Township Engineer's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of October 2012, that the performance bond # 327-011-387 will be released for the Storm Water Outfall Improvements (Phase 1) described above and the Township will accept a two year Maintenance Bond in the amount of Eight Hundred thirty seven thousand seven hundred three dollars and 00/100 cents (\$837,703.00), and an Environmental Maintenance bond in the amount of \$25,000,00, twenty thousand dollars Bond # 327-011-387.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, and P.M. Construction Corp. for their information and attention.

ATTEST:


Sarah Wooding, RMC


Jacqueline Jennings, Mayor

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

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Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

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Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers

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Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

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300 Penhorn Avenue, 3rd Floor

Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

October 3, 2012

Joanne Diggs, Township Manager
Township of Willingboro
One Rev. Dr. M. L. King Jr. Drive
Municipal Building
Willingboro, NJ 08046

Resol. 170

**Re: Township of Willingboro
Stormwater Outfall Improvements (Phase I)
N.J.E.I.T. Project No. S340132-03
Maintenance Bond and Environmental Maintenance Bond
No. 327-011-387
RVA #0338-T-080**

Dear Ms. Diggs:

Enclosed, please find P.M. Construction's Maintenance Bond and Environmental Maintenance Bond No. 327-011-387 for the above referenced project, for your review and approval. Acceptance of this two (2) year Maintenance Bond will release the Performance Guarantee for this project.

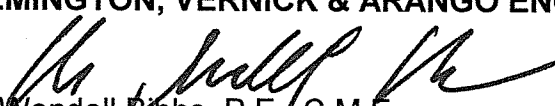
Please have the Clerk's Office prepare a Resolution for Council approval which accepts this two (2) year Maintenance Bond and releases the Performance Guarantee for this project.

Upon passage of the Resolution, please send an executed copy to our Cinnaminson office for our file.

If you should have any questions, please contact Hasson Shipman at our Cinnaminson office at 856-303-1245.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS


K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager

KWB/kn
Enclosure

cc: Sarah Wooding, Township Clerk; Richard Brevogel, Director of Public Works; Ray Longmore, RVA; Hasson Shipman, RVA; PM Construction

*Open in
Vault
3/15/12
[Signature]*

GOPY

ENVIRONMENTAL MAINTENANCE BOND BOND#327-011-387

CONTRACT NO _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

P.M. Construction Corp.
(Name of Contractor)

1310 Central Avenue, Hillside, NJ 07205
(Address of Contractor)

a Corporation
(Corporation, Partnership or Individual)

as principal, _____

Liberty Mutual Insurance Company
(Name of Surety)

175 Berkeley Street, Boston, MA 02117
(Address of Surety)

as sureties, are hereby held and firmly bound unto

Township of Willingboro
(Name of Owner)

1 Salem Road, Willingboro, NJ 08046
(Address of Owner)

In the amount of \$25,000 or 50 percent of the price bid for the materials needed to fulfill the environmental specifications, whichever is greater for the payment of which well and truly be made, we hereby jointly and severally bind our self, our heirs, executors, administrators, successors and assigns.

Signed this 20th day of June, 2012.

THE CONDITION OF THE ABOVE OBLIGATIONS is such that whereas, the above named principal did on the _____ day of _____, 20__, enter into a Contract with Township of Willingboro County of Burlington, State of New Jersey, which said Contract is made a part of this bond the same as though set forth herein;

WITNESS
~~ACKNOWLEDGMENT~~

Patricia T. Bond
(Surety) Secretary
or Witness as to Surety

Liberty Mutual Insurance Company
Surety
By _____ (S)
Attorney-In-Fact
Nancy Nigro
(Typed Name)
992 Old Eagle School Road, Ste. 915
Address)
Wayne, PA 19087

NOTE; Date of Bond must not be prior to date of Contract execution by Principal (Contractor).
If Contractor is a partnership, all partners must execute bond and additional signature
sheets, as necessary, must be attached. A corporate acknowledgment and statement of
authority is to be attached by the Surety Company. A surety must also attach the Surety
Disclosure Statement and Certification required by P.L. 1995 c.384.

APPROVAL OF BOND

The foregoing Bond approved this _____ Day of _____, 20__

SIGNED BY: _____

SIGNATURE _____ (S)

TITLE _____

AND whereas the Principal has completed the work required of said contract, and whereas the obligee
requires a maintenance guarantee for the period of one year from the expiration of the performance bond
for the work required to fulfill the environmental and cultural resource protection and restoration
requirements of the specifications; and whereas if the Principal at his own cost and expense replaces or
repairs any of the above described works, which shall become defective because of either material or
workmanship not meeting requirements of the specifications under which the work was done during the
period of one year from the date of the expiration of the performance bond, then this obligation shall be
null and void, otherwise to remain in full force and effect.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the
terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the
obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, this instrument is executed in 1 (one) counterparts, each one of which shall be deemed an original, this 20th day of June, 2012.

ATTEST:

Fernanda Matos
(Principal) Secretary
or Witness as to Principal
Fernanda Matos, Secretary

P.M. Construction Corp.
Principal (Contractor)

By *Paulo Matos* (S)

Paulo Matos President
(Typed Name)

1310 Central Avenue
(Address)

Hillside, NJ 07205



SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2) The surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$13,596,435,060.00 as of the calendar year ended December 31, 2011, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2011 in the amount of \$884,904,000.00.
4) The amount of the bond to which this statement and certification is attached is \$ 25,000.00.
5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Table with 3 columns: Reinsurer, Address, Amount. Content: (Not Applicable) and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, David M. Carey, as Assistant Secretary for Liberty Mutual Insurance Company, a stock insurance company domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY

By: [Signature]
David M. Carey, Assistant Secretary

Dated: June 20th, 2012

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DOUGLAS S. HANSEN, KATHLEEN M. BERKELBACK, ERIC J. FOLLMAN, SR., JOHN P. FOLLMAN, JR., NANCY NIGRO, LYNN M. WHEELOK, ETHEL L. WISE, TARA A. ALTMAN, FERNANDA L. DEPAOLANTONIO, FRED A. PEPPER, ALL OF THE CITY OF WAYNE, STATE OF PENNSYLVANIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100..... DOLLARS (\$ 25,000,000.00.....) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of November, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

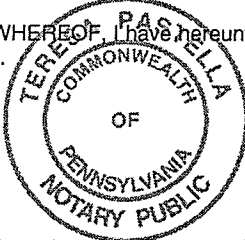


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of November, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th day of June, 2012.



By David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day

MAINTENANCE BOND

Bond No. 327-011-387

KNOW ALL MEN BY THESE PRESENTS, that

P.M. Construction Corp., 1310 Central Avenue, Hillside, NJ 07205

as Principal, and

Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

as Surety, are held and firmly bound unto Township of Willingboro

1 Salem Road, Willingboro, NJ 08046

as Obligee, in the full and just sum of Eight Hundred Thirty-Seven Thousand

Seven Hundred Three and....00/100 Dollars (\$ 837,703.00)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with Township of Willingboro

dated for The Stormwater Outfall Improvements, Phase I, Township of Willingboro, Burlington County, NJ

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee against all defects in workmanship and materials which may become apparent during the period of two year(s) from November 30th, 2011

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if within two year(s) from November 30th, 2011 the work done under the terms of said contract shall disclose poor workmanship in execution of said work, and the carrying out of the terms of said contract, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

SIGNED AND SEALED THIS 20th DAY OF June , 2012 .

Attest/Witness

Fernanda Matos
Fernanda Matos, Secretary

P.M. Construction Corp.

By: *Paulo Matos*
Paulo Matos, President

Witness

Patricia T. Bond

Liberty Mutual Insurance Company

By: *[Signature]*
Nancy Nigro
Attorney-in-Fact



SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2) The surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$13,596,435,060.00 as of the calendar year ended December 31, 2011, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2011 in the amount of \$884,904,000.00.
4) The amount of the bond to which this statement and certification is attached is \$ 837,703.00.
5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

Table with 3 columns: Reinsurer, Address, Amount. Row 1: (Not Applicable), and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, David M. Carey, as Assistant Secretary for Liberty Mutual Insurance Company, a stock insurance company domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY

By: [Signature]
David M. Carey, Assistant Secretary

Dated: June 20th, 2012

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DOUGLAS S. HANSEN, KATHLEEN M. BERKELBACK, ERIC J. FOLLMAN, SR., JOHN P. FOLLMAN, JR., NANCY NIGRO, LYNN M. WHELOCK, ETHEL L. WISE, TARA A. ALTMAN, FERNANDA L. DEPAOLANTONIO, FRED A. PEPPER, ALL OF THE CITY OF WAYNE, STATE OF PENNSYLVANIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of November 2010.

LIBERTY MUTUAL INSURANCE COMPANY

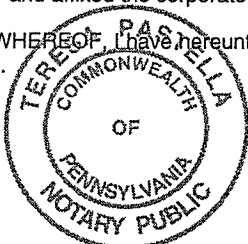
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of November, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th day of June 2012.



By David M. Carey
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

COPIY

October 19, 2012

RRR# 7011 1570 0001 2179 8615

PM Construction Corp.
1310 Central Avenue
Hillside NJ 07205

Re: Releasing the Performance Bond for the Stormwater Outfall Improvements (Phase I) and Accepting Environmental Maintenance Bond #327-011-387 and Maintenance Bond #327-011-387

Dear Sir or Madam;

Enclosed please find a copy of Resolution 2012-170, *Releasing the Performance Bond for the Stormwater Outfall Improvements (Phase I) and Accepting Environmental Maintenance Bond #327-011-387 and Maintenance Bond #327-011-387*, that was adopted by Willingboro Township Council on October 16, 2012, regarding the above subject matter.

Sincerely,

Sarah Wooding, RMC
Township Clerk

/ccm
Encl.

7011 1570 0001 2179 8615

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here: **RRR 10/16/2012**

Sent To: **PM Construction**

Street, Apt. No., or PO Box No.:

City, State, ZIP+4:

PS Form 3800, August 2006 See Reverse for Instructions

cc: Fin
P.M. Const

COPY

RESOLUTION NO. 2012 - 170

**A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO
RELEASING THE PERFORMARNCE BOND FOR THE
STORMWATER OUTFALL IMPROVEMENTS (PHASE 1) AND
ACCEPTING
ENVIRONMENTAL MAINTENANCE BOND #327-011-387 AND
MAINTENANCE BOND #327-011-387**

WHEREAS, Remington, Vernick and Arango Engineers, and Affiliates, Inc. has inspected the P.M. Construction Corp.'s Stormwater Outfall Improvements Phase 1, in Willingboro, New Jersey; and

WHEREAS, the Township's Engineer has determined that the condition of the improvements is satisfactory; and

WHEREAS, it is the recommendation of the Township's Engineer that the Township of Willingboro release the Performance Surety Bond #327-011-387 in the amount of Eight Hundred seventy seven thousand five hundred twenty six dollars and no cents (\$877,526.00) and upon a posting of a two year Maintenance Bond in the amount of Eight Hundred thirty seven thousand seven hundred three dollars and 00/100 cents (\$837,703.00), and an Environmental Maintenance bond in the amount of \$25,000,00, twenty thousand dollars Bond # 327-011-387 provided that the release of the Performance Bond is contingent upon the payment of all outstanding escrow invoices.

WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the Performance Bond and accept a two year Maintenance Bond and a two year Envionmental Maintenance Bond in the amounts referenced herein, contingent upon the payment of all outstanding escrow invoices, in accordance with the Township Engineer's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of October 2012, that the performance bond # 327-011-387 will be released for the Storm Water Outfall Improvements (Phase 1) described above and the Township will accept a two year Maintenance Bond in the amount of Eight Hundred thirty seven thousand seven hundred three dollars and 00/100 cents (\$837,703.00), and an Environmental Maintenance bond in the amount of \$25,000,00, twenty thousand dollars Bond # 327-011-387.

BOND NO. 327-011-387
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, P.M. Construction Corp.
1310 Central Avenue, Hillside, NJ 07205

as Principal, and Liberty Mutual Insurance Company, 175 Berkeley Street
Boston, MA 02116

as Surety, duly authorized to do business in the State of New Jersey, are hereby held and firmly bound unto
Township of Willingboro, 1 Salem Road, Willingboro, NJ 08046

in the penal sum of Eight Hundred Seventy-Seven Thousand Five Hundred Twenty-Six and 00/100
Dollars (\$ 877,526.00)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors and assigns.

Signed this 12th day of April, 2011.

The condition of the above obligation is such that, whereas, the above-named principal did on the _____ day of
, 2011, enter into a contract with Township of Willingboro
for

The Stormwater Outfall Improvements, Phase I, Township of Willingboro, Burlington County, NJ

which said contract is made a part of this bond the same as though set forth herein.

Now, if the said P.M. Construction Corp.
shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said
contract, then this obligation shall be void; otherwise the same shall remain in full force and effect, it being expressly
understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal
amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said
contract or in or to the plans or specifications therefor shall in any wise affect the obligation of said surety on its bond.

This bond is given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of
contractors on public works. Revised Statutes of New Jersey, 1937, Sections 2A:44-143-147, and amendments thereof, and
liability hereunder is limited as in said statutes provided.

Attest: P.M. Construction Corp.

Fernanda Matos
Fernanda Matos, Secretary

By: Paulo Matos
Paulo Matos, President

Witness:
Mark E. Steen

Liberty Mutual Insurance Company
By: Nancy Nigro
Nancy Nigro Attorney-in-fact

BOND NO. 327-011-387
LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned P.M. Construction Corp.

1310 Central Avenue, Hillside, NJ 07205

as Principal, and Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

as Surety, are hereby held and firmly bound unto Township of Willingboro

1 Salem Road, Willingboro, NJ 08046

in the penal sum of Eight Hundred Seventy-Seven Thousand Five Hundred Twenty-Six and 00/100

Dollars (\$877,526.00)

for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 12th day of April, 2011.

The condition of the above obligation is such that whereas, the above-named principal did on the _____ day of _____, 2011, enter into a contract with Township of Willingboro

The Stormwater Outfall Improvements, Phase I, Township of Willingboro, Burlington County, NJ

which said contract is made a part of this bond the same as though set forth herein.

Now, if the said P.M. Construction Corp.

shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuel, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A:44-143 having a just claim, as well as for the Obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

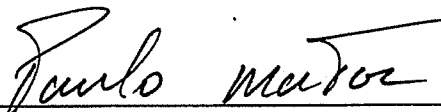
The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.

Attest:

P.M. Construction Corp.



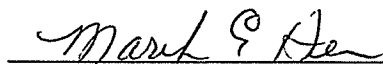
Fernanda Matos, Secretary

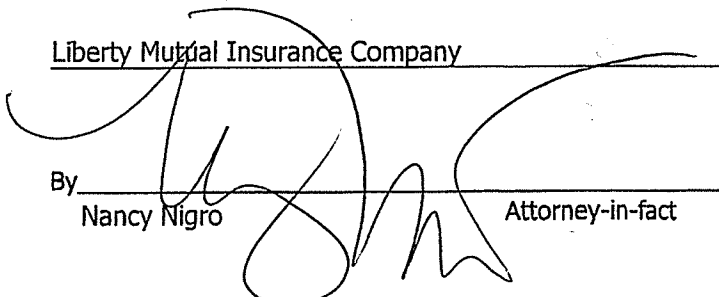
By 

Paulo Matos, President

Witness:

Liberty Mutual Insurance Company



By 
Nancy Nigro Attorney-in-fact



SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$12,491,552,915.00 as of the calendar year ended December 31, 2009, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2009 in the amount of \$663,431,000.00.
- 4) The amount of the bond to which this statement and certification is attached is \$ 877,526.00.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
(Not Applicable)		and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, Garnet W. Elliott, as Assistant Secretary for Liberty Mutual Insurance Company, a stock insurance company domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY

By: 
Garnet W. Elliott, Assistant Secretary

Dated: April 12, 2011

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DOUGLAS S. HANSEN, KATHLEEN M. BERKELBACK, ERIC J. FOLLMAN, SR., JOHN P. FOLLMAN, JR., NANCY NIGRO, LYNN M. WHELOCK, ETHEL L. WISE, TARA A. ALTMAN, FERNANDA L. DEPAOLANTONIO, FRED A. PEPPER, ALL OF THE CITY OF WAYNE, STATE OF PENNSYLVANIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding **TWENTY FIVE MILLION AND 00/100******* DOLLARS (\$ **25,000,000.00*******) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 19th day of April, 2010

LIBERTY MUTUAL INSURANCE COMPANY

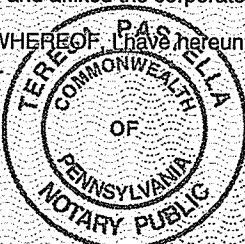
By Garnet W. Elliott
Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 19th day of April, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella
Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 12th day of April, 2011



By David M. Carey
David M. Carey, Assistant Secretary

currency rate, interest rate or res. value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

October 19, 2012

RRR# 7011 1570 0001 2179 8615

PM Construction Corp.
1310 Central Avenue
Hillside NJ 07205

Re: Releasing Retainage for PM Construction for Stormwater Outfall
Improvements (Phase I)

Dear Sir or Madam;

Enclosed please find a copy of Resolution 2012-171, *Releasing Retainage for PM Construction for Stormwater Outfall Improvements (Phase I)*, that was adopted by Willingboro Township Council on October 16, 2012, regarding the above subject matter.

Sincerely,

Sarah Wooding, RMC
Township Clerk

/ccm
Encl.

COPY

cc: R+V
✓
PM Const

Resolution No. 2012- 171
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO RELEASING
RETAINAGE FOR PM CONSTRUCTION FOR STORMWATER
OUTFALL IMPROVEMENTS (PHASE I)

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. and Planning Board attorney have been advised of the request for a release of retainage from the PM Construction for the Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03; and

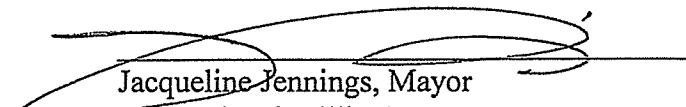
WHEREAS, the Township engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.


WHEREAS, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the retainage for this project in the amount of \$16,754.06 since all outstanding invoices have been satisfied.

WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the release the retainage for this project in the amount of \$16,754.06 to PM Construction for Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of October, 2012, that the Retainage in the amount of \$16,754.06 to PM Construction for Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03, in accordance with the Township Engineer's and Planning Board attorney's recommendations, shall be released.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and PM Construction, for their information and attention.


Jacqueline Jennings, Mayor
Township of Willingboro

ATTEST:

Sarah Wooding, RMC
Township Clerk

Plus to as
maint. (E)

COPY

ENVIRONMENTAL MAINTENANCE BOND

BOND#327-011-387

CONTRACT NO _____

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

P.M. Construction Corp.

(Name of Contractor)

1310 Central Avenue, Hillside, NJ 07205

(Address of Contractor)

a Corporation

(Corporation, Partnership or Individual)

as principal,

Liberty Mutual Insurance Company

(Name of Surety)

175 Berkeley Street, Boston, MA 02117

(Address of Surety)

as sureties, are hereby held and firmly bound unto

Township of Willingboro

(Name of Owner)

1 Salem Road, Willingboro, NJ 08046

(Address of Owner)

In the amount of \$25,000 or 50 percent of the price bid for the materials needed to fulfill the environmental specifications, whichever is greater for the payment of which well and truly be made, we hereby jointly and severally bind our self, our heirs, executors, administrators, successors and assigns.

Signed this 20th day of June, 2012.

THE CONDITION OF THE ABOVE OBLIGATIONS is such that whereas, the above named principal did on the _____ day of _____, 20____, enter into a Contract with Township of Willingboro County of Burlington, State of New Jersey, which said Contract is made a part of this bond the same as though set forth herein;

WITNESS
ACCEPT:

Patricia T. Bond
(Surety) Secretary
or Witness as to Surety

Liberty Mutual Insurance Company
Surety
By _____ (S)
Attorney-In-Fact
Nancy Nigro
(Typed Name)
992 Old Eagle School Road, Ste. 915
Address)
Wayne, PA 19087

NOTE; Date of Bond must not be prior to date of Contract execution by Principal (Contractor).
If Contractor is a partnership, all partners must execute bond and additional signature
sheets, as necessary, must be attached. A corporate acknowledgment and statement of
authority is to be attached by the Surety Company. A surety must also attach the Surety
Disclosure Statement and Certification required by P.L. 1995 c.384.

APPROVAL OF BOND

The foregoing Bond approved this _____ Day of _____, 20__

SIGNED BY: _____

SIGNATURE _____ (S)

TITLE _____

AND whereas the Principal has completed the work required of said contract, and whereas the obligee
requires a maintenance guarantee for the period of one year from the expiration of the performance bond
for the work required to fulfill the environmental and cultural resource protection and restoration
requirements of the specifications; and whereas if the Principal at his own cost and expense replaces or
repairs any of the above described works, which shall become defective because of either material or
workmanship not meeting requirements of the specifications under which the work was done during the
period of one year from the date of the expiration of the performance bond, then this obligation shall be
null and void, otherwise to remain in full force and effect.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the
terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the
obligation of said surety on its bond.

Recovery of any claimant under the bond shall be subject to the conditions and provisions of N.J.S.A. 2A:44-143 et seq., to the same extent as if such conditions and provisions were fully incorporated in the form set forth herein.

IN WITNESS WHEREOF, this instrument is executed in 1 (one) counterparts, each one of which shall be deemed an original, this 20th day of June, 2012.

ATTEST:

Fernanda Matos
(Principal) Secretary
or Witness as to Principal
Fernanda Matos, Secretary

P.M. Construction Corp.
Principal (Contractor)

By Paulo Matos (S)

Paulo Matos President
(Typed Name)

1310 Central Avenue
(Address)

Hillside, NJ 07205



Liberty Mutual.
SURETY

SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$13,596,435,060.00 as of the calendar year ended December 31, 2011, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2011 in the amount of \$884,904,000.00.
- 4) The amount of the bond to which this statement and certification is attached is \$ 25,000.00.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
(Not Applicable)		and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, David M. Carey, as Assistant Secretary for Liberty Mutual Insurance Company, a stock insurance company domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY
By: David M. Carey
David M. Carey, Assistant Secretary

Dated: June 20th, 2012

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DOUGLAS S. HANSEN, KATHLEEN M. BERKELBACK, ERIC J. FOLLMAN, SR., JOHN P. FOLLMAN, JR., NANCY NIGRO, LYNN M. WHEELLOCK, ETHEL L. WISE, TARA A. ALTMAN, FERNANDA L. DEPAOLANTONIO, FRED A. PEPPER, ALL OF THE CITY OF WAYNE, STATE OF PENNSYLVANIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of November, 2010

LIBERTY MUTUAL INSURANCE COMPANY

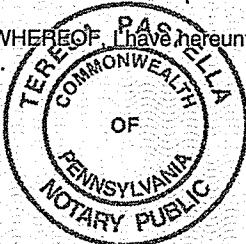


By Garnet W. Elliott, Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of November, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th day of June, 2012



By David M. Carey, Assistant Secretary

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To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

currency rate, interest rate or residual value guarantees.

MAINTENANCE BOND

Bond No. 327-011-387

KNOW ALL MEN BY THESE PRESENTS, that

P.M. Construction Corp., 1310 Central Avenue, Hillside, NJ 07205

as Principal, and

Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, MA 02116

as Surety, are held and firmly bound unto Township of Willingboro

1 Salem Road, Willingboro, NJ 08046

as Obligee, in the full and just sum of Eight Hundred Thirty-Seven Thousand

Seven Hundred Three and....00/100

Dollars (\$ 837,703.00)

for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with Township of Willingboro

dated

for The Stormwater Outfall Improvements, Phase I, Township of

Willingboro, Burlington County, NJ

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee against all defects in workmanship and materials which may become apparent during the period of two year(s) from November 30th, 2011

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if within two year(s) from November 30th, 2011 the work done under the terms of said contract shall disclose poor workmanship in execution of said work, and the carrying out of the terms of said contract, or it shall appear that defective materials were furnished thereunder, then this obligation shall remain in full force and virtue, otherwise this instrument shall be void.

SIGNED AND SEALED THIS 20th DAY OF June, 2012 .

Attest/Witness

Fernanda Matos

Fernanda Matos, Secretary

P.M. Construction Corp.

By: *Paulo Matos*

Paulo Matos, President

Witness

Patricia T. Bond

Liberty Mutual Insurance Company

By: *[Signature]*

Nancy Nigro
Attorney-in-Fact



Liberty Mutual
SURETY

SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

LIBERTY MUTUAL INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
- 2) The surplus of Liberty Mutual Insurance Company as determined in accordance with the applicable laws of this State, totals \$13,596,435,060.00 as of the calendar year ended December 31, 2011, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
- 3) Liberty Mutual Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2011 in the amount of \$884,904,000.00.
- 4) The amount of the bond to which this statement and certification is attached is \$ 837,703.00.
- 5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

(a) The name and address of each such reinsurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
(Not Applicable)		and;

(b) Each surety that is party to any such contract of reinsurance certifies that each reinsurer listed under item (5)(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243 (C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

CERTIFICATE

I, David M. Carey, as Assistant Secretary for Liberty Mutual Insurance Company, a stock insurance company domiciled in Massachusetts, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of Liberty Mutual Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of Liberty Mutual Insurance Company are false, this bond is VOIDABLE.

LIBERTY MUTUAL INSURANCE COMPANY

By: *David M. Carey*
David M. Carey, Assistant Secretary

Dated: June 20th, 2012

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

LIBERTY MUTUAL INSURANCE COMPANY
BOSTON, MASSACHUSETTS
POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company (the "Company"), a Massachusetts stock insurance company, pursuant to and by authority of the By-law and Authorization hereinafter set forth, does hereby name, constitute and appoint

DOUGLAS S. HANSEN, KATHLEEN M. BERKELBACK, ERIC J. FOLLMAN, SR., JOHN P. FOLLMAN, JR., NANCY NIGRO, LYNN M. WHEELLOCK, ETHEL L. WISE, TARA A. ALTMAN, FERNANDA L. DEPAOLANTONIO, FRED A. PEPPER, ALL OF THE CITY OF WAYNE, STATE OF PENNSYLVANIA.....

, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations in the penal sum not exceeding TWENTY FIVE MILLION AND 00/100***** DOLLARS (\$ 25,000,000.00*****) each, and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

That this power is made and executed pursuant to and by authority of the following By-law and Authorization:

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

By the following instrument the chairman or the president has authorized the officer or other official named therein to appoint attorneys-in-fact:

Pursuant to Article XIII, Section 5 of the By-Laws, Garnet W. Elliott, Assistant Secretary of Liberty Mutual Insurance Company, is hereby authorized to appoint such attorneys-in-fact as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

That the By-law and the Authorization set forth above are true copies thereof and are now in full force and effect.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of Liberty Mutual Insurance Company has been affixed thereto in Plymouth Meeting, Pennsylvania this 24th day of November, 2010.

LIBERTY MUTUAL INSURANCE COMPANY

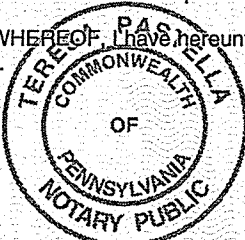
By Garnet W. Elliott, Assistant Secretary



COMMONWEALTH OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 24th day of November, 2010, before me, a Notary Public, personally came Garnet W. Elliott, to me known, and acknowledged that he is an Assistant Secretary of Liberty Mutual Insurance Company; that he knows the seal of said corporation; and that he executed the above Power of Attorney and affixed the corporate seal of Liberty Mutual Insurance Company thereto with the authority and at the direction of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2013
Member, Pennsylvania Association of Notaries

By Teresa Pastella, Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the officer or official who executed the said power of attorney is an Assistant Secretary specially authorized by the chairman or the president to appoint attorneys-in-fact as provided in Article XIII, Section 5 of the By-laws of Liberty Mutual Insurance Company.

This certificate and the above power of attorney may be signed by facsimile or mechanically reproduced signatures under and by authority of the following vote of the board of directors of Liberty Mutual Insurance Company at a meeting duly called and held on the 12th day of March, 1980.

VOTED that the facsimile or mechanically reproduced signature of any assistant secretary of the company, wherever appearing upon a certified copy of any power of attorney issued by the company in connection with surety bonds, shall be valid and binding upon the company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said company, this 20th day of June, 2012.



By David M. Carey, Assistant Secretary

copied 10/20/12 ref. vault

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

currency rate, interest rate or residual value guarantees.

cc: R+V
Feri
PM Constr

Resolution No. 2012- 171
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO RELEASING
RETAINAGE FOR PM CONSTRUCTION FOR STORMWATER
OUTFALL IMPROVEMENTS (PHASE I)

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. and Planning Board attorney have been advised of the request for a release of retainage from the PM Construction for the Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03; and

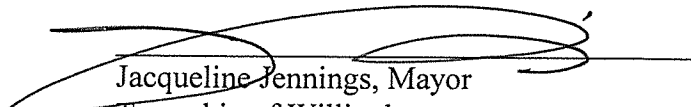
WHEREAS, the Township engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.


WHEREAS, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the retainage for this project in the amount of \$16,754.06 since all outstanding invoices have been satisfied.

WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the release the retainage for this project in the amount of \$16,754.06 to PM Construction for Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of October, 2012, that the Retainage in the amount of \$16,754.06 to PM Construction for Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03, in accordance with the Township Engineer's and Planning Board attorney's recommendations, shall be released.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and PM Construction, for their information and attention.


Jacqueline Jennings, Mayor
Township of Willingboro

ATTEST:

Sarah Wooding, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

COPY

October 19, 2012

RRR# 7011 1570 0001 2179 8615

PM Construction Corp.
1310 Central Avenue
Hillside NJ 07205

Re: Releasing Retainage for PM Construction for Stormwater Outfall
Improvements (Phase I)

Dear Sir or Madam;

Enclosed please find a copy of Resolution 2012-171, *Releasing Retainage for PM Construction for Stormwater Outfall Improvements (Phase I)*, that was adopted by Willingboro Township Council on October 16, 2012, regarding the above subject matter.

Sincerely,

Sarah Wooding, RMC
Township Clerk

/ccm
Encl.

COPY

cc: R+V
Ava
✓ PM Const

Resolution No. 2012- 171
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO RELEASING
RETAINAGE FOR PM CONSTRUCTION FOR STORMWATER
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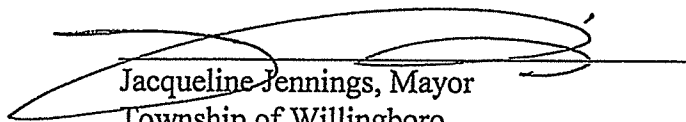
WHEREAS, the Township engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.


WHEREAS, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the retainage for this project in the amount of \$16,754.06 since all outstanding invoices have been satisfied.

WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the release the retainage for this project in the amount of \$16,754.06 to PM Construction for Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of October, 2012, that the Retainage in the amount of \$16,754.06 to PM Construction for Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03, in accordance with the Township Engineer's and Planning Board attorney's recommendations, shall be released.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and PM Construction, for their information and attention.


Jacqueline Jennings, Mayor
Township of Willingboro

ATTEST:

Sarah Wooding, RMC
Township Clerk

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS

Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS CORPORATE SECRETARY

Bradley A. Blubaugh, BA, MPA

SENIOR ASSOCIATES

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Christopher J. Fazio, PE, CME
Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers

232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
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Remington, Vernick & Vena Engineers

9 Allen Street
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Cinnaminson, NJ 08077
(856) 303-1245
(856) 303-1249 (fax)

300 Penhorn Avenue, 3rd Floor

Secaucus, NJ 07094
(201) 624-2137
(201) 624-2136 (fax)

October 3, 2012

Joanne Diggs, Township Manager
Township of Willingboro
One Rev. Dr. M. L. King Jr. Drive
Municipal Building
Willingboro, NJ 08046

Retrol 171

**Re: Township of Willingboro
Stormwater Outfall Improvements (Phase I)
N.J.E.I.T. Project No. S340132-03
Release of Retainage, Payment No. 11 Final
RVA #0338T080**

Dear Ms. Diggs:

Enclosed please find one (1) original and one (1) copy of Payment Certificate No. 11 FINAL, representing the release of retainage in the amount of \$16,754.06, along with the contractor's voucher for payment in connection with the above-referenced project.

Please have the Clerk's Office prepare a Resolution for Council approval which releases the retainage for this project.

If you should have any questions, please contact Hasson Shipman at our Cinnaminson office at 856-303-1245.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS



K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager

KWB/kn

Enclosure

cc: Sarah Wooding, Township Clerk
Richard Brevogel, Director of Public Works
Ray Longmore, RVA
Hasson Shipman, RVA
PM Construction

T:\Willingboro\T-080 NJEIT Stormwater Outfall Improvements (Phase I)\Inspection & Contract Administration\Payment Certificates\Release of Retainage Letter to town.docx

Earning Our Reputation Every Day Since 1901
www.rve.com



REMINGTON, VERNICK & ARANGO ENGINEERS
CERTIFICATE #11 FINAL

PM Construction
 1310 Central Avenue
 Hillside, NJ 07205
 908-965-2090

PROJECT NAME: Stormwater Outfall Improvements (Phase I), (N.J.E.I.T. Project No. S340132-03)
 PROJECT NUMBER: 03-38-T-080
 CLIENT: TOWNSHIP OF WILLINGBORO

Contractor

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #11	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
1	CLEARING SITE	1 LS	\$60,900.00	\$60,900.00	0	1	\$60,900.00
2	DENSE GRADED AGGREGATE BASE COURSE, 6" THICK	130 SY	\$23.00	\$2,990.00	0	130	\$2,990.00
3	HOT MIX ASPHALT STABILIZED BASE COURSE, MIX I-2, 4" THICK	30 TON	\$130.00	\$3,900.00	0	20	\$2,600.00
4	HOT MIX ASPHALT SURFACE COURSE, MIX I-5, 2" THICK	20 TON	\$175.00	\$3,500.00	0	19	\$3,325.00
5	PRIME COAT (IF AND WHERE DIRECTED)	50 GAL	\$0.10	\$5.00	0	0	\$0.00
6	TACK COAT (IF AND WHERE DIRECTED)	20 GAL	\$0.10	\$2.00	0	0	\$0.00
7	12" REINFORCED CONCRETE CULVERT PIPE	65 LF	\$88.00	\$5,720.00	0	65	\$5,720.00
8	18" REINFORCED CONCRETE CULVERT PIPE	610 LF	\$97.00	\$59,170.00	0	610	\$59,170.00
9	24" REINFORCED CONCRETE CULVERT PIPE	1500 LF	\$82.00	\$123,000.00	0	1500	\$123,000.00
10	30" REINFORCED CONCRETE CULVERT PIPE	410 LF	\$110.00	\$45,100.00	0	410	\$45,100.00
11	36" REINFORCED CONCRETE CULVERT PIPE	170 LF	\$125.00	\$21,250.00	0	170	\$21,250.00
12	54" REINFORCED CONCRETE CULVERT PIPE	150 LF	\$194.00	\$29,100.00	0	150	\$29,100.00
13	INLETS, TYPE E	3 UN	\$3,693.00	\$11,079.00	0	3	\$11,079.00
14	MANHOLES, 4' DIAMETER	10 UN	\$4,000.00	\$40,000.00	0	10	\$40,000.00
15	INLET CASTINGS, TYPE "N- ECO"	60 UN	\$870.00	\$52,200.00	0	60	\$52,200.00
16	BICYCLE SAFE GRATES	60 UN	\$100.00	\$6,000.00	0	60	\$6,000.00
17	ROLLED CONCRETE CURB	100 LF	\$45.00	\$4,500.00	0	100	\$4,500.00
18	CONCRETE SIDEWALK, 4" THICK	175 SY	\$65.00	\$11,375.00	0	164	\$10,660.00

#	DESCRIPTION	QUANTITY & UNITS		UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #10	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
19	CONCRETE HEADWALLS	125	CY	\$730.00	\$91,250.00	0	125	\$91,250.00
20	RIP-RAP STONE CHANNEL PROTECTION, 12" THICK, D50=6"	170	SY	\$57.00	\$9,690.00	0	170	\$9,690.00
21	RIP-RAP STONE CHANNEL PROTECTION, 16" THICK, D50=8"	65	SY	\$79.00	\$5,135.00	0	65	\$5,135.00
22	RIP-RAP STONE CHANNEL PROTECTION, 24" THICK, D50=12"	110	SY	\$96.00	\$10,560.00	0	110	\$10,560.00
23	MAINTENANCE & PROTECTION OF TRAFFIC	1	LS	\$8,040.00	\$8,040.00	0	1	\$8,040.00
24	VINYL FENCE, 6' HIGH	1000	LF	\$50.00	\$50,000.00	0	820	\$41,000.00
25	RESET FENCE	600	LF	\$20.00	\$12,000.00	0	492	\$9,840.00
26	TREE REMOVAL, OVER 6" TO 18" DIAMETER	35	UN	\$820.00	\$28,700.00	0	35	\$28,700.00
27	TREE REMOVAL, OVER 18" TO 36" DIAMETER	25	UN	\$958.00	\$23,950.00	0	25	\$23,950.00
28	TOPSOILING, 4" THICK	3750	SY	\$4.00	\$15,000.00	0	3479	\$13,916.00
29	FERTILIZING AND SEEDING, TYPE A-3	2350	SY	\$2.00	\$4,700.00	0	2295	\$4,590.00
30	TOPSOIL STABILIZATION MATTING	1000	SY	\$18.00	\$18,000.00	0	916	\$16,488.00
31	SODDING	1400	SY	\$8.00	\$11,200.00	0	0	\$0.00
32	PRE-CONSTRUCTION VIDEO	1	LS	\$2,500.00	\$2,500.00	0	1	\$2,500.00
33	42" REINFORCED CONCRETE CULVERT PIPE	90	LF	\$200.00	\$18,000.00	0	90	\$18,000.00
34	PIPE GROUTING AND CAPPING	12	CY	\$240.00	\$2,880.00	0	0	\$0.00
35	TREE REMOVAL, OVER 36" TO 48" DIAMETER	5	UN	\$1,200.00	\$6,000.00	0	5	\$6,000.00
36	RECONSTRUCTED INLETS, TYPE B, USING NEW CASTING, ECO TYPE N-ECO OR APPROVED EQUAL	5	UN	\$1,900.00	\$9,500.00	0	5	\$9,500.00
37	CHANNEL EXCAVATION, UNCLASSIFIED	330	CY	\$45.00	\$14,850.00	0	330	\$14,850.00

#	DESCRIPTION	QUANTITY & UNITS	UNITS PRICE	CONTRACT AMOUNT	QTY. COMPL. CERT #10	TOTAL QTY. COMPL.	TOTAL AMOUNT PAYABLE
38	GABION	270 CY	\$154.00	\$41,580.00	0	270	\$41,580.00
39	NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE TRUST PROJECT SIGNS, 8' WIDE x 4' HIGH	2 UN	\$2,000.00	\$4,000.00	0	1	\$2,000.00
40	WILLOW OAK, 2" - 2-1/2" CAL. B&B	10 UN	\$600.00	\$6,000.00	0	0	\$0.00
41	VINYL FENCE GATE, 4' WIDE, 6' HIGH	10 UN	\$420.00	\$4,200.00	0	6	\$2,520.00

TOTAL AMOUNT COMPLETED TO DATE	<u>\$837,703.00</u>
LESS 0% RETAINAGE	<u>\$0.00</u>
SUBTOTAL	<u>\$837,703.00</u>
LESS AMOUNT PREVIOUSLY PAID	<u>\$820,948.94</u>
AMOUNT DUE THIS CERTIFICATE	<u>\$16,754.06</u>

SUMMARY

ORIGINAL CONTRACT AMOUNT	\$877,526.00
CHANGE ORDERS (ADJUSTED AMOUNTS)	
1 <u>(\$39,823.00)</u>	
2 <u>\$0.00</u>	
3 <u>\$0.00</u>	
4 <u>\$0.00</u>	
5 <u>\$0.00</u>	
TOTAL CHANGE ORDERS	(\$39,823.00)
AMENDED CONTRACT AMOUNT	\$837,703.00

PAYMENTS TO DATE (AMOUNT)

1	\$138,749.38
2	\$202,350.40
3	\$82,432.70
4	\$29,037.40
5	\$113,275.26
6	\$150,331.02
7	\$59,986.78
8	\$13,367.20
9	\$22,760.50
10	\$8,658.30

TOTAL PAYMENTS TO DATE (AMOUNT)

\$820,948.94

AMOUNT OF THIS CERTIFICATE

\$16,754.06

TOTAL AMOUNT OF WORK COMPLETED

\$837,703.00

NOTICE TO PROCEED DATE

05/16/11

PROJECT COMPLETION DATE

Kathleen Nimmer 10/4/12
Contract Administrator Date

Harmon Slapen 10-4-12
Remington & Vernick Inspector Date

M. Kelly 10/4/12
Remington & Vernick Engineer Date

cc: R+V
Gen
PM Const

Resolution No. 2012- 171
A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WILLINGBORO RELEASING
RETAINAGE FOR PM CONSTRUCTION FOR STORMWATER
OUTFALL IMPROVEMENTS (PHASE I)

WHEREAS, the Township of Willingboro's Engineers Remington, Vernick & Arango Engineers, Inc. and Planning Board attorney have been advised of the request for a release of retainage from the PM Construction for the Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03; and

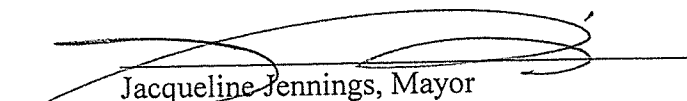
WHEREAS, the Township engineer and Planning Board attorney have determined that there are no outstanding invoices, nor is there any further work being performed at this site.

WHEREAS, it is the recommendation of the Township's Engineer and Planning board attorney that the Township of Willingboro release the retainage for this project in the amount of \$16,754.06 since all outstanding invoices have been satisfied.


WHEREAS, it is the intention of the Township Council and in the best interest of the Township of Willingboro to release the release the retainage for this project in the amount of \$16,754.06 to PM Construction for Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03, in accordance with the Township Engineer's and Planning Board attorney's recommendations.

NOW THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 16th day of October, 2012, that the Retainage in the amount of \$16,754.06 to PM Construction for Stormwater Outfall Improvements (Phase I) N.J.E.I. T. Project No. S340132-03, in accordance with the Township Engineer's and Planning Board attorney's recommendations, shall be released.

BE IT FURTHER RESOLVED, that copies of this resolution shall be provided to the Finance Director, the Township Engineer, Planning Board Attorney and PM Construction, for their information and attention.


Jacqueline Jennings, Mayor
Township of Willingboro

ATTEST:


Sarah Wooding, RMC
Township Clerk

WILLINGBORO TOWNSHIP

ONE SALEM ROAD
WILLINGBORO, NJ 08046

No 22109

Sent Orig to
Rick B.
10/24/12

Pay To PM Construction

ADDRESS 1310 Central Avenue

CITY Hillside, NJ 07205

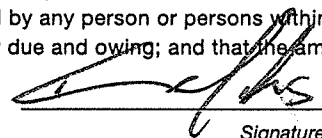
DATE OF DELIVERY OR SERVICE	DESCRIPTION OF GOODS OR SERVICE RENDERED. ITEMIZE FULLY	AMOUNT	TOTAL
	Total Amount Completed to Date		\$837,703.00
	Less 0% Retainage		\$ 0.00
	Subtotal		\$837,703.00
	Less Amount Previously Paid		\$820,948.94
	AMOUNT DUE THIS CERTIFICATE		\$ 16,754.06

VENDOR'S CERTIFICATION AND DECLARATION

I solemnly declare and certify under penalty of Law that the within bill is correct in all its particulars, that the articles have been furnished or services rendered as stated therein, that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim, that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

I further certify that, as an employer with [] more than five (5) employees
[] less than five (5) employees
(Check either but not both)

I am an Equal Opportunity Employer and have filed the required Affirmative Action Program with the Treasurer's Office of the State of New Jersey.


Signature

Project Manager
Title

DEPARTMENT HEAD CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered, said certification being based on signed delivery slips or other reasonable procedures.

Signature _____

Title _____

ACCOUNT CHARGED	INVOICES CHECKED AND VERIFIED	
		DATE PAID
		CHECK No.
	Approved for Payment	
	Township Manager	

cc: Rev
Fin
Rick

Township of Willingboro
Resolution No. 2012--172

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the FY 2013 NJDOT Trust Fund Resurfacing of Charles Van Sciver Parkway project.

WHEREAS, there exists a need to resurface Charles Van Sciver Parkway starting from Levitt Parkway (County Route 629) to John F. Kennedy Way (County Route 633).

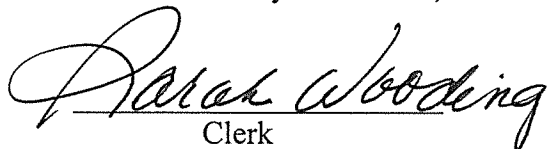
WHEREAS, this project will improve the condition of the road and benefit the motoring public.

NOW, THEREFORE, BE IT RESOLVED that Council of the Township of Willingboro formally approves the grant application for the above stated project.

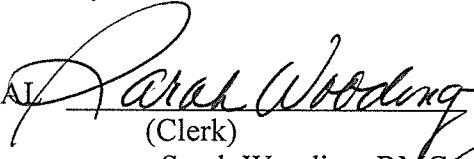
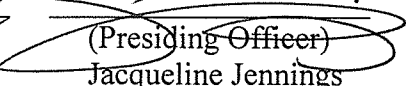
BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2013-Willingboro Township-00530 to the New Jersey Department of Transportation on behalf of the Township of Willingboro.

BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Willingboro and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

Certified as a true copy of the Resolution adopted by the Council
On this 16th day of October, 2012


Clerk
Sarah Wooding, RMC

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL  (Clerk)
Sarah Wooding, RMC  (Presiding Officer)
Jacqueline Jennings
Mayor

Sarah Wooding

From: Sean.Brigandi@rve.com
Sent: Monday, October 08, 2012 10:20 AM
To: swooding@willingborotwp.org
Cc: Wendell_Bibbs/rve@rve.com
Subject: Resolution to submit NJDOT Grant Application
Attachments: E-ResolutionForSAGE.doc; _Certification_.htm

Sarah,

Please find the attached resolution to be added to the agenda and approved at the next meeting. This resolution is for the FY 2013 NJDOT Grant Application to resurface Charles Van Sciver Parkway. Once signed and sealed, three (3) originals need to be submitted to the Local Aid District Office. If you have any questions, please do not hesitate to contact me.

Thanks,

Sean Brigandi, E.I.T.
Remington, Vernick, & Arango Engineers
The Presidential Center
Lincoln Building, Suite 600
101 Route 130
Cinnaminson, NJ 08077

(P) 856-303-1245 ext. 1514
(F) 856-303-1249
Sean.Brigandi@rve.com

"Disclaimer: This message is intended only for the use of the individual or entity to which it is addressed and may contain information which is privileged, confidential, proprietary, or exempt from disclosure under applicable law. If you are not the intended recipient or the person responsible for delivering the message to the intended recipient, you are strictly prohibited from disclosing, distributing, copying, or in any way using this message. If you have received this communication in error, please notify the sender and destroy and delete any copies you may have received."

For more information on Remington & Vernick Engineers visit our website at:

<http://www.rve.com>

*sent on head
getting*

October 17, 2012

Remington Vernick & Arango Engineer
The Presidential Center
Lincoln Building—Suite 600
101 Route 130
Cinnaminson, NJ 08077

Attn: Wendell Bibbs, Willingboro Township Engineer

RE: Resolution 2012—172

Dear Mr. Bibbs:

Enclosed are 3 copies of Resolution 2012-172, which was adopted at the Willingboro Township Council meeting of October 16, 2012.

Sincerely,

Sarah Wooding, RMC
Township Clerk

Encl.
/saw

REMINGTON & VERNICK ENGINEERS AND AFFILIATES

EDWARD VERNICK, PE, CME, President
CRAIG F. REMINGTON, PLS, PP, Vice President

EXECUTIVE VICE PRESIDENTS
Michael D. Vena, PE, PP, CME (deceased 2006)
Edward J. Walberg, PE, PP, CME
Thomas F. Beach, PE, CME
Richard G. Arango, PE, CME

DIRECTOR OF OPERATIONS
CORPORATE SECRETARY
Bradley A. Blubaugh, BA, MPA

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Kenneth C. Ressler, PE, CME
Gregory J. Sullivan, PE, PP, CME
Richard B. Czekanski, PE, CME, BCEE

Remington & Vernick Engineers
232 Kings Highway East
Haddonfield, NJ 08033
(856) 795-9595
(856) 795-1882 (fax)

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& Vena Engineers
9 Allen Street
Toms River, NJ 08753
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101 Route 130
Cinnaminson, NJ 08077
856) 303-1245
856) 303-1249 (fax)

100 Penhorn Avenue, 3rd Floor
Pinecaucus, NJ 07094

October 22, 2012

RECEIVED

OCT 26 2012

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Mr. Vincent Masciandaro
NJDOT - Region South Headquarters
One Executive Campus
Route 70 West, 3rd Floor
Cherry Hill, New Jersey 08002

Re: **Grant Application Resolutions
FY 2013 NJDOT Trust Fund Resurfacing of Charles Van Sciver
Parkway
Township of Willingboro, Burlington County
R&V File #0338-G-008**

Dear Mr. Masciandaro:

Enclosed please find three original, signed and sealed resolutions from Willingboro Township approving the submission and execution of the grant application to the New Jersey Department of Transportation for the above referenced project.

If you should have any questions, please contact our Cinnaminson office at 856-303-1245.

Sincerely,

REMINGTON, VERNICK & ARANGO ENGINEERS, INC.



K. Wendell Bibbs, P.E., C.M.E.
Senior Associate & Regional Manager

KWB/SB

Enclosures

cc: Joanne Diggs, Township Manager (w/enclosure)
Rich Brevogel, Director of Public Works (w/enclosure)
Sarah Wooding, Township Clerk (w/enclosure)
Sean Brigandi, RVA

cc: Jim Rich

Township of Willingboro
Resolution No. 2012--172

Resolution: Approval to submit a grant application and execute a grant contract with the New Jersey Department of Transportation for the FY 2013 NJDOT Trust Fund Resurfacing of Charles Van Sciver Parkway project.

WHEREAS, there exists a need to resurface Charles Van Sciver Parkway starting from Levitt Parkway (County Route 629) to John F. Kennedy Way (County Route 633).

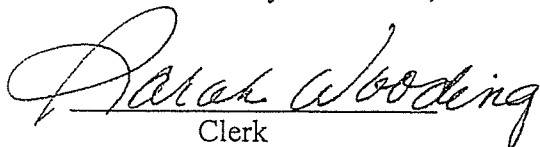
WHEREAS, this project will improve the condition of the road and benefit the motoring public.

NOW, THEREFORE, BE IT RESOLVED that Council of the Township of Willingboro formally approves the grant application for the above stated project.

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to submit an electronic grant application identified as MA-2013-Willingboro Township-00530 to the New Jersey Department of Transportation on behalf of the Township of Willingboro.


BE IT FURTHER RESOLVED that Mayor and Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Willingboro and that their signature constitutes acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

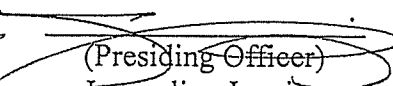
Certified as a true copy of the Resolution adopted by the Council
On this 16th day of October, 2012


Clerk
Sarah Wooding, RMC

My signature and the Clerk's seal serve to acknowledge the above resolution and constitute acceptance of the terms and conditions of the grant agreement and approve the execution of the grant agreement as authorized by the resolution above.

ATTEST and AFFIX SEAL


(Clerk)
Sarah Wooding, RMC


(Presiding Officer)
Jacqueline Jennings
Mayor

cc: Jim
DLGS

RESOLUTION 2012--173

CHAPTER 159
2012 DEPARTMENT OF NJ TRANSPORTATION TRUST FUND
RESURFACING OF CHARLESTON ROAD

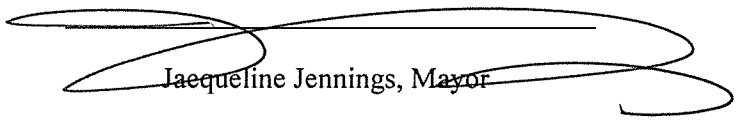
WHEREAS, N.J.S.A. 40a:4-87 PROVIDES THAT THE Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the in the budget of any county of municipality, when such items shall have been made available by law and the amount hereof was not determined at the time of the adoption of the budget; and

SECTION I

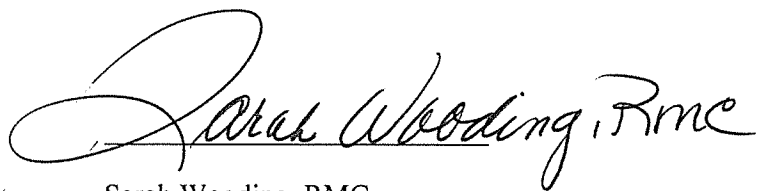
NOW, THEREFORE, BE IT TESOVED, that the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey, meeting in public session this 16th day of October, 2012, hereby request the Director of the Division of Local Government Services to approve the insertion of the following item of revenue in the budget of the year 2012.

The sum of \$354,400 for Resurfacing of Charleston Road, which item is now available as a reimbursement received from the New Jersey Transportation Trust Authority Act.

BE IT FURTHER RESOLVED, that two copies of this resolution be forwarded you the Director of the Division of Local Government Services for his approval, as well as a copy to the Tax Collector/Treasurer of the Township of Willingboro.


Jacqueline Jennings, Mayor

Attest:



Sarah Wooding, RMC
Township Clerk



NEW JERSEY SENATE

*All Mayor Jennings
✓ R. Bratton
Diane AD*

DIANE ALLEN
SENATOR
7TH LEGISLATIVE DISTRICT
SenAllen@njleg.org

MEMBER
SENATE HEALTH, HUMAN SERVICES
& SENIOR CITIZENS COMMITTEE
NJ COUNCIL OF ARMED FORCES
& VETERANS AFFAIRS
MARTIN LUTHER KING JR. COMMISSION
JOINT COMMITTEE ON THE PUBLIC SCHOOLS
SENATE EDUCATION COMMITTEE
SENATE MILITARY & VETERANS'
AFFAIRS COMMITTEE

March 23, 2012

RECEIVED

MAR 26 2012

Sent via Facsimile: 609-835-0782

OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Dear Mayor Jennings,

I wanted to take a moment and congratulate you on receiving a Grant for your town's resurfacing project. I was so pleased to learn that Willingboro Township would be receiving \$354,400.00 for the resurfacing of Charleston Road.

If my office can ever be of service please do not hesitate to contact me.

Congratulations once again!

Sincerely,

Diane Allen
NJ State Senator
7th legislative District

cc: Fin ✓

HR-0426-0310

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS

STATE HEALTH BENEFITS PROGRAM
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM

PO BOX 299 TRENTON, NEW JERSEY 08625-0299

RESOLUTION - 2012-174

A RESOLUTION to adopt the provisions of Chapter 48 (N.J.S.A. 52:14.17.38) under which a public employer may agree to pay for the State Health Benefits Program (SHBP) and/or School Employees' Health Benefits Program (SEHBP) coverage of certain retirees.

BE IT RESOLVED:

- The Township of Willingboro _____
CORPORATE NAME OF EMPLOYER - COUNTY SHBP/SEHBP ID NUMBER
hereby elects to adopt the provisions of N.J.S.A. 52:14-17.38 and adhere to the rules and regulations promulgated by the State Health Benefits Commission and School Employees' Health Benefits Commission to implement the provisions of that law.
- This resolution affects employees as shown on the attached Chapter 48 Resolution Addendum. It is effective on the 1st day of February, 2013.
MONTH YEAR
- We are aware that adoption of this resolution does not free us of the obligation to pay for post-retirement medical benefits of retirees or employees who qualified for those payments under any Chapter 88 Resolution or Chapter 48 Resolution adopted previously by this governing body.
- We agree that this Resolution will remain in effect until properly amended or revoked with the SHBP and/or SEHBP. We recognize that, while we remain in the SHBP and/or SEHBP, we are responsible for providing the payment for post-retirement medical coverage as listed in the attached Chapter 48 Resolution Addendum for all employees who qualify for this coverage while this Resolution is in force.
- We understand that we are required to provide the Division of Pensions and Benefits complete copies of all contracts, ordinances, and resolutions that detail post-retirement medical payment obligations we undertake. We also recognize that we may be required to provide the Division with information needed to carry out the terms of this Resolution.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the

Township of Willingboro
CORPORATE NAME OF EMPLOYER

One Rev. Dr. M. L. King, Jr. Drive
ADDRESS

on the 16th day of OCTOBER, 2012


SIGNATURE

Willingboro NJ 08046
CITY STATE ZIP CODE

MAYOR
OFFICIAL TITLE

609 877-2200
AREA CODE TELEPHONE NUMBER

cc: Jim
Beechwood
Deane
Linda

RESOLUTION 2012- 175

TOWNSHIP OF WILLINGBORO

A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR

PHASE 1: MUNICIPAL BUILDING FRONT LANDSCAPING

WHEREAS, the Township of Willingboro has a need to acquire
PHASE 1: MUNICIPAL BUILDING FRONT LANDSCAPING; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, and Ordinance 2009-23, the
Township appointed a Qualified Purchasing Agent; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, contracts for goods or services
which do not exceed \$36,000.00 may be awarded by the Qualified Purchasing Agent
without publicly advertising for bids; and

WHEREAS, the Qualified Purchasing Agent has determined and certified in
writing that the value of the contract for Beechwood Landscape Architecture and
Construction, LLC for Phase 1: Municipal Building Front Landscaping will not exceed
\$36,000.00; and

WHEREAS, Beechwood Landscape Architecture and Construction, LLC of 2
Kerry Court, Suite F, in Southampton, New Jersey 08088-3597, in Burlington County,
has submitted a proposal on September 14, 2012 indicating they will provide the Phase 1:
Municipal Building Front Landscaping for the cost of \$34,599.80; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5, this is a Non-Fair Open Contract,
which has been certified to have an anticipated value in excess of \$17,500.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5 Beechwood Landscape
Architecture and Construction, LLC has completed and submitted a Business Entity
Disclosure Certification which certifies that:

1. Beechwood Landscape Architecture and Construction, LLC has not made any
reportable campaign contributions in the previous 12 months to a political party or
candidate committee of any person serving in elective public office in the Township of
Willingboro; and

2. Beechwood Landscape Architecture and Construction, LLC is prohibited from
making any campaign contributions, reportable according to N.J.S.A. 19:44-1 throughout
the term of the contract.

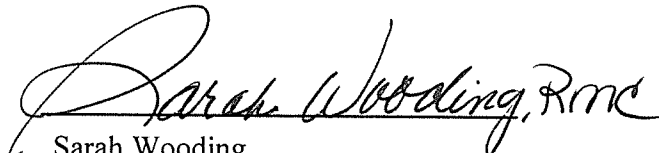
WHEREAS, the anticipated term of this contract is one (1) year and may be extended two (2) times as approved by this governing body; and

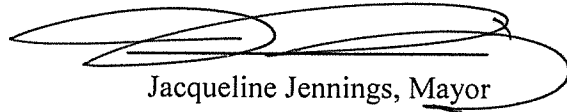
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's certification, pursuant to N.J.A.C. 5:30-5.4.

NOW THEREFORE, BE IT RESOLVED on this 16th day of October, 2012 in open public session that the Township Council of the Township of Willingboro authorizes the Mayor to execute an agreement with Beechwood Landscape Architecture and Construction, LLC of 2 Kerry Court, Suite F, in Southampton, New Jersey 08088-3597, in Burlington County, for Phase 1: Municipal Building Front Landscaping that is consistent with this resolution for a term of one (1) year.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be provided to Beechwood Landscape Architecture and Construction, LLC for its information and attention.


Sarah Wooding,
Township Clerk


Jacqueline Jennings, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Gordon				<input checked="" type="checkbox"/>
Deputy Mayor Ayrer	<input checked="" type="checkbox"/>			
Mayor Jennings	<input checked="" type="checkbox"/>			



BEECHWOOD LANDSCAPE ARCHITECTURE AND CONSTRUCTION, LLC
 DESIGN ■ CONSTRUCTION ■ LIFESTYLE

Willingboro Township
 Attn: Helen Lavenia
 1 Reverend Dr. Martin Luther King Drive; Ste 203
 Willingboro, NJ 08046

Estimate #'s: 7261-1 through 7261-6

Township Building Master Plan

6/21/2012

Updated: 7-9-12

Updated: 7-13-2012

Updated 9-14-12

Revised, Contracted and Processed 10-2-12

Work Contracted

I	Building Front Landscape	\$ 14,545.00	Est# 7261-1
II	Left Side Building Foundation Landscape	\$ 5,639.50	Est# 7261-2
III	Irrigation Front Yard	\$ 9,600.00	Est# 7261-3
VI	School House Building Landscape	\$ 5,360.00	Est# 7261-4

Sub Total	\$ 35,144.50
Less Discount	\$ (544.70)
Project Total	\$ 34,599.80

Payment Terms:

Deposit	\$3,500.00	Inv #15811
Progress @ Start	\$15,000.00	
Balance Upon Completion	\$16,099.80	

Options Pending

III-A	Remainder Property Irrigation Option	\$ 19,875.00	Est# 7261-3a
V	Rear Parking Lot/Perimeter Landscaping Option	\$ 36,615.00	Est# 7261-5
VI	Left Property Line Landscape Buffer Option	\$ 4,458.00	Est# 7261-6

H.I.C.# 13VH02701200

Associations & Affiliations:

NJNLA • NJ Nursery & Landscape Assor.
 ASLA • American Society of Landscape Architects
 BLSJ • Builders League of South Jersey
 CCSNJ • Chamber of Commerce Southern NJ

P.O. Box 2126 • Southampton • NJ • 08088

Phone: 609.801.1BLA (1252) • Fax: 609.801.9BLA (9252)

www.BeechwoodLandscape.com



BEECHWOOD LANDSCAPE ARCHITECTURE AND CONSTRUCTION, LLC
 DESIGN ■ CONSTRUCTION ■ LIFESTYLE
PROJECT DESIGN: Township Building Master Plan

Revised: 7-9-12; 7-13-12; 9-14-12; 10-2-12

Presented To:
 (Owner):

Project Site:

Willingboro Township
 Attn: Jacqueline Jennings
 1 Reverend Dr. Martin Luther King Drive, Ste 203
 Willingboro, NJ 08046

Willingboro, NJ

Contract Amount: \$34,599.80
Contract amount does not include options.

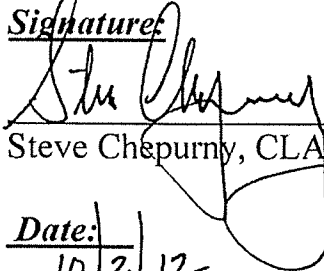
Payment Terms: See Project Summary


Start Date:

The signature below authorizes Beechwood to commence production of this project according to the Specifications, Terms and Conditions outlined herein.

Contractor:
Beechwood Landscape Architecture & Const.

Manager:
 Jacqueline Jennings, Mayor

Signature:

 Steve Cherpurny, CLA 898

Signature:

 Jacqueline Jennings, Mayor

Date:
 10/2/12

Date:
 10/17/12

Notice to Consumer

You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must

Either: 1. Send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested; or 2. Personally deliver a signed and dated written notice of cancellation to:

*Beechwood Landscape Architecture And Construction, LLC
 PO Box 2126, Southampton, NJ 08088*

If you cancel this contract within the three-day period, you are entitled to full refund of your money. Refunds will be made within 30 days of the contractor's receipt of the cancellation notice.

Inquiries regarding Contractors:
 NJ Division of Consumer Affairs
 1-888-656-6225

H.I.C. # 13VH02701200

Proposal is inclusive of all Landscape Architectural design fees and any construction detail drawings that may be required to construct the proposed improvements for the use by Beechwood Landscape Architecture and Construction, LLC. Use of any supplied drawing, details and or proposals by contractors other than Beechwood is prohibited unless sealed drawings are supplied to homeowner or used by others.

Associations & Affiliations:

NJNLA • NJ Nursery & Landscape Assoc.

ASLA • American Society of Landscape Architects

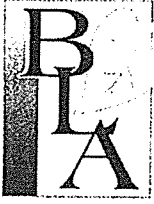
BLSJ • Builders League of South Jersey

CCSNJ • Chamber of Commerce Southern NJ

P.O. Box 2126 • Southampton • NJ • 08088

Phone: 609.801.1BLA (1252) • Fax: 609.801.9BLA (9252)

www.BeechwoodLandscape.com



BEECHWOOD LANDSCAPE ARCHITECTURE AND CONSTRUCTION, LLC

Statement

Date

10/2/2012

To:

Willingboro Township
 1 Reverend Dr. Martin Luther King Dr.,
 Suite 203
 Willingboro, NJ 08046

Due Date	Amount Due	Amount Enc.
10/2/2012	\$3,500.00	

Date	Transaction	Amount	Balance
09/02/2012	Balance forward		0.00
10/02/2012	Township Building Master Plan- INV #15811. Deposit Billing	3,500.00	3,500.00

Amount Due
\$3,500.00

BEECHWOOD

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Beechwood Landscape Architecture + Construction, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) Partnership Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
PO Box 2126

City, state, and ZIP code
Southampton MS 38988

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

20	-	26	5	8	2	2	8
----	---	----	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [Signature]

Date ▶ 9/19/12

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

BEEC on file

BEECHWOOD



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	BEECHWOOD LANDSCAPE ARCHITECTURE AND CONSTRUCTION, LLC
Trade Name:	
Address:	2 KERRY COURT STE F SOUTHAMPTON, NJ 08088-3597
Certificate Number:	1221383
Effective Date:	March 16, 2006
Date of Issuance:	April 20, 2012

For Office Use Only:

20120420121435146

W9 on file

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business Beechwood Landscape Architecture and Construction

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Walter S. Chermak
Home Address: 231 East Main St.
Morestown NJ 08059

Name: Timothy W. Wargell
Home Address: 11 Colebrook Court
Shawang NJ 08088

Name: _____

Name: _____

Home Address: _____

Home Address: _____

Name: _____

Name: _____

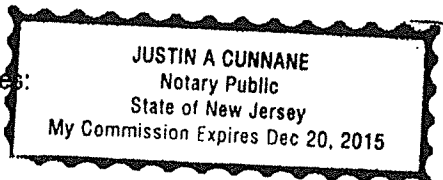
Home Address: _____

Home Address: _____

Subscribed and sworn before me this 3rd day of October, 2012.

(Notary Public)

My Commission expires:



[Signature]
(Affiant)
Justin Cunnane
(Print name & title of affiant)

(Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
WILLINGBORO TOWNSHIP**

Part I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Beechwood Landscape Architecture and Construction LLC* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *October 16, 2012* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Township of Willingboro* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II - Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Walter S. Chapman	231 East Main Street, Madras, NJ 08057
Timothy W. Worrell	11 Colebrick Court, Shamong, NJ 08082

Part 3 - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Beechwood Landscape Archt & Construction LLC
 Signature of Affiant: Walter Stephen Chapman Title: President
 Printed Name of Affiant: Walter S. Chapman Date: 10.2.12

Subscribed and sworn before me on this 28th day of October, 2012.

My Commission expires: _____

JUSTIN A GUNNANE
Notary Public
State of New Jersey
My Commission Expires Dec 20, 2015

(Witnessed or attested by)

(Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
TOWNSHIP OF WILLINGBORO**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

**The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)**

**19:44A-3 Definitions.** In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

**19:44A-8 and 16 Contributions, expenditures, reports, requirements.**

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)



## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfn/lfnmenu.shtml](http://www.nj.gov/dca/lgs/lfn/lfnmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



# TOWNSHIP OF WILLINGBORO SOLICITATION OF QUOTATION FORM

|                   |                                                         |       |          |
|-------------------|---------------------------------------------------------|-------|----------|
| DEPARTMENT        | INSPECTIONS                                             | REQ.# | R2-01868 |
| PROJECT / PURPOSE | Municipal Complex Landscapr Phase1                      |       |          |
| ITEM OR SERVICE   | Landscaping and Irrigation system for municipal complex |       |          |

SELECT METHOD:  PHONE  E-MAIL  LETTER  INTERNET  NEWSPAPER  CATALOG  OTHER (list)

This form is required for all purchase of goods or services exceeding the \$2,000 limitation. Quotes exceeding \$17,500 must go through the bidding process.  
Write statement of explanation on reverse side of this page IF BOX IS SELECTED.

QUOTES NOT SOUGHT  NOT AWARDED TO LOWEST BIDDER  QUOTES REJECTED

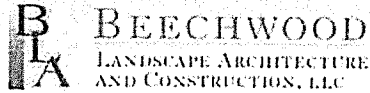
|                                                                  |                                   |
|------------------------------------------------------------------|-----------------------------------|
| <b>1. VENDOR:</b> Beechwood Landscape Architecture               | RESPONSE: WRITTEN ESTIMATE        |
| PHONE #: 609-801-1252                                            | FAX #: 609-8019252                |
| PRICE: 34,899.80                                                 | DELIVERY: ASAP                    |
| TERMS: INTIAL 3500. Pmt #2 - 15,000. Pmt #3 - 16,099.80 AS FINAL |                                   |
| <b>2. VENDOR:</b> G & G Landscaping Construction                 | RESPONSE: No WRITTEN ESTIMATE F/U |
| PHONE #: 866-714-0924                                            | FAX #:                            |
| PRICE: 38,727.00                                                 | DELIVERY:                         |
| TERMS: NONE SUBMITTED                                            |                                   |
| <b>3. VENDOR:</b> MPM Landscaping                                | RESPONSE: No WRITTEN ESTIMATE F/U |
| PHONE #: 856-780-5578                                            | FAX #:                            |
| PRICE: 36,482.00                                                 | DELIVERY:                         |
| TERMS: NONE SUBMITTED                                            |                                   |

|                         |                                                      |
|-------------------------|------------------------------------------------------|
| AWARDED TO:             | BEECHWOOD LANDSCAPE ARCHITECTURE & CONSTRUCTION, LLC |
| TERMS/SPECIAL COMMENTS: | ONLY VENDOR WHO RESPONDED WITH WRITTEN ESTIMATE      |

SOLICITATION PERFORMED BY OR UNDER THE SUPERVISION OF:

DIRECTOR SIGNATURE

DATE: 10-2-12



(609) 801-1252  
info@beechwoodlandscape.com

[Our Service Area](#)

[News and Awards](#)

[View Projects in Progress](#)

[Drawings](#)



**Our Landscaping Services Include:**

- Landscape Design Service
- Landscape Maintenance
- Hardscape
- Pool Landscaping for Custom Pools
- Custom Pools
- Outdoor Lighting
- Irrigation Systems
- Golf Green Systems
- Stone Terraces
- Landscape Design/Build

***Turn Your Landscape Dreams Into Reality***

With years of experience in creating professional landscapes across the South Jersey area, Beechwood Landscape Architecture and Construction, LLC is the region's premiere landscape design-build professionals.

A well landscaped property with architecturally designed gardens, pools and exterior living spaces is an excellent investment in one's property and quality of living! Integration of your interior home with a seamless design to the outside can be created by Beechwood's team of landscape architects, horticulturists and landscape designers. Whether dining al fresco by the pool, enjoying lazy summer days or casual evenings by the fire pit, a well conceived plan will reap years of enjoyment!

**Landscape Design Process**

In our experience, the true success of any landscape project depends upon the implementation of a well thought out combination of design criteria and ideas. As landscape architects, we are educated and trained to develop effective solutions for exterior spaces, circulation and spatial relationship of all elements affecting the final design. Our team of designers will work hard to ensure that your property will bring you years of enjoyment and fulfillment.

Our professional landscape architects and designers can walk you through the entire landscape design process and with the ability to coordinate all aspects of the construction phase. Getting started on your landscape design is easy - call Beechwood at 609-801-1252 to speak with one of our landscape architects today.



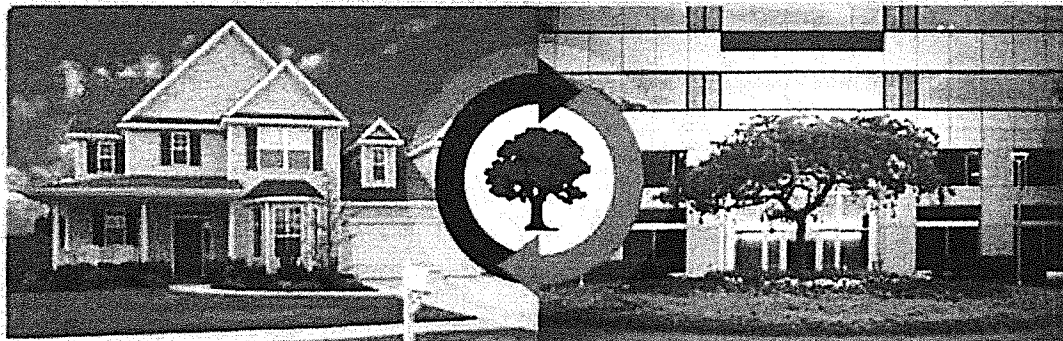
Get Our Special Offers:

Telephone 856-780-5578

Make A Payment

[Home](#) [About Us](#) [Gallery](#) [Services](#) [Testimonials](#) [Contact Us](#)

MPM Landscaping Professional Landscape Services All Year Round



*Serving Both Residential and Commercial Properties*

**Welcome**

MPM Landscaping is a full service design, build, and maintenance business that service residential and commercial clients in Southern and Central New Jersey.

Our customer loyalty provides our professional approach to every project we handle, assuring the delivery of consistent, value based service - no matter what your budget.

Get Started Now  
With Your  
**FREE**  
ESTIMATE!

Simple  
 Quick  
 Convenient  
**START** →

- Property Maintenance**  
Fertilization  
Irrigation  
Mulch  
Landscape Design  
Landscape Installation  
Sod & Seeding  
Tree Service  
Outdoor Lighting  
Land/Brush Clearing  
Snow Removal

- Ice Management**  
Seasonal Clean Up  
Stone  
Patios  
Walkways  
Driveways  
Steps  
Retaining Walls  
Pool Decks  
Outdoor Fireplaces  
Sitting Walls

**View All of MPM Landscaping Services >>**



**Landscaping Services**

From lawn care and maintenance to full structured landscape design suited for your property, MPM Landscape works hard for you.



**Hardscaping Services**

Hardscape design and creation to enhance the beauty of your property MPM Landscape works hard for you.



**Property Maintenance Services**

MPM Landscape works hard to keep your property's landscape healthy and growing, from fertilizer and mulching to seeding and lawn care.



**Snow Removal & Ice Management**

MPM Landscape will remove snow and ice to make travel possible. We can clear your parking lot, sidewalks and driveways.



**Tree Service**

MPM Landscape offers tree services for removing or trimming trees on your property.

MPM Landscaping  
230 North Maple Avenue, Suite 313  
Marlton, New Jersey 08053  
Phone: 856-780-5578

Your neighborhood Landscaper!  
© MPM Landscaping 2012-2013

**Buy Now**







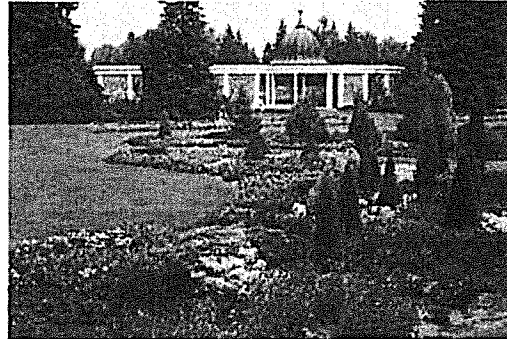
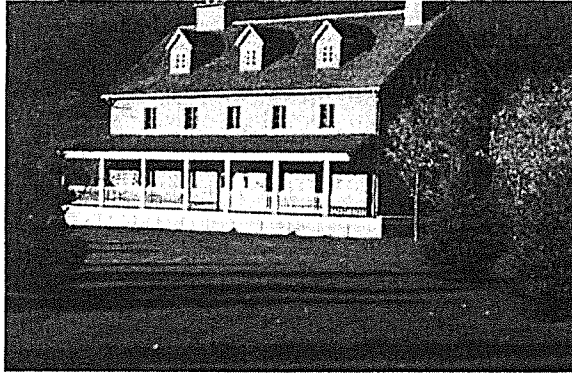
• Beautifying Homes & Businesses Since 1985,  
Residential & Commercial

Call Now for a Free Estimate:  
**866-714-0924**

|      |          |            |
|------|----------|------------|
| Home | Services | Contact Us |
|------|----------|------------|

Proudly Serving Burlington and Mercer Counties, NJ for Over 20 Years

G & G Landscaping Construction Inc. has been operating in Burlington and Mercer Counties, New Jersey for over 20 years. We are a locally owned and operated landscape service company who prides itself in serving our surrounding communities by beautifying their homes, gardens and places of business. We offer a full range of residential and commercial landscaping services.



We take care of all your landscaping needs:

- Landscape Design and Installation
- Lawn & Landscape Maintenance
- Sod Installation Seeding, Hydro-seeding and Slice Seeding
- Lawn, Tree and Shrub Fertilization Programs
- Irrigation Installation and Maintenance
- Hardscaping – Paver Walkways, Patio and Retaining Walls
- \*EP Henry Certified Contractor
- Mulch and Topsoil Sales and Delivery
- Grading and Erosion Control

**Testimonials**

We've had G&G as our landscapers since May of 1997. They do our fall pruning and clean-up, spring pruning and clean-up, including new mulch. We have a little over an acre of property and G&G did all our original landscaping with LOTS of bushes and trees and a sprinkler system. Our grass is always cut and edged in a timely manner with all sidewalks, driveway and patio cleaned off afterwards. In the winter G&G also does the snow removal when necessary. Staff has always been courteous and attentive to our needs, questions or problems. We would not hesitate to recommend G&G to other potential customers.

Trish and John Kochio



Copyright © 2008 G&G Landscaping

Certification Of Availability of Funds

This is to certify to the Mayor and Council of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 10/16/12  
Resolution Number: 2012-175

Vendor: BEECHWOOD BEECHWOOD LANDSCAPE  
ARCHITECTURE&CONSTRUCTION LLC  
2 KERRY COURT SUITE F  
SOUTHAMPTON, NJ 080883597

Contract: C2-00015 Landscaping Municipal Bldg  
Phase 1

| Account Number      | Amount    | Department Description |
|---------------------|-----------|------------------------|
| C-04-55-912-001-001 | 34,599.80 |                        |
| Total               | 34,599.80 |                        |

Only amounts for the 2012 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer



# TOWNSHIP OF WILLINGBORO

**COPY**

*MUNICIPAL COMPLEX*  
*1 Rev. Dr. M.L. King, Jr. Dr.*  
*Willingboro, New Jersey 08046*  
*(609) 877-2200 FAX (609) 877-1278*

October 19, 2012

Beechwood Landscaping Architecture and Construction, LLC  
2 Kerry Court, Suite F  
Southampton, New Jersey 08088-3597

Re: Authorizing the Award of a Contract for Phase 1: Municipal Building  
Front Landscaping

Dear Sir or Madam;

Enclosed please find a copy of Resolution 2012-175, *Authorizing the Award of A Contract for Phase 1: Municipal Building Front Landscaping*, that was adopted by Willingboro Township Council on October 16, 2012, regarding the above subject matter.

Sincerely,

Sarah Wooding, RMC  
Township Clerk

/ccm  
Encl.

cc: Tom  
Beechwood  
Diane  
Linda

RESOLUTION 2012- 175

TOWNSHIP OF WILLINGBORO

A RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT FOR

PHASE 1: MUNICIPAL BUILDING FRONT LANDSCAPING

COPY

WHEREAS, the Township of Willingboro has a need to acquire  
PHASE 1: MUNICIPAL BUILDING FRONT LANDSCAPING; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, and Ordinance 2009-23, the  
Township appointed a Qualified Purchasing Agent; and

WHEREAS, pursuant to N.J.S.A. 40A:11-3, contracts for goods or services  
which do not exceed \$36,000.00 may be awarded by the Qualified Purchasing Agent  
without publicly advertising for bids; and

WHEREAS, the Qualified Purchasing Agent has determined and certified in  
writing that the value of the contract for Beechwood Landscape Architecture and  
Construction, LLC for Phase 1: Municipal Building Front Landscaping will not exceed  
\$36,000.00; and

WHEREAS, Beechwood Landscape Architecture and Construction, LLC of 2  
Kerry Court, Suite F, in Southampton, New Jersey 08088-3597, in Burlington County,  
has submitted a proposal on September 14, 2012 indicating they will provide the Phase 1:  
Municipal Building Front Landscaping for the cost of \$34,599.80; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5, this is a Non-Fair Open Contract,  
which has been certified to have an anticipated value in excess of \$17,500.00; and

WHEREAS, pursuant to N.J.S.A. 19:44A-20.5 Beechwood Landscape  
Architecture and Construction, LLC has completed and submitted a Business Entity  
Disclosure Certification which certifies that:

1. Beechwood Landscape Architecture and Construction, LLC has not made any  
reportable campaign contributions in the previous 12 months to a political party or  
candidate committee of any person serving in elective public office in the Township of  
Willingboro; and

2. Beechwood Landscape Architecture and Construction, LLC is prohibited from  
making any campaign contributions, reportable according to N.J.S.A. 19:44-1 throughout  
the term of the contract.

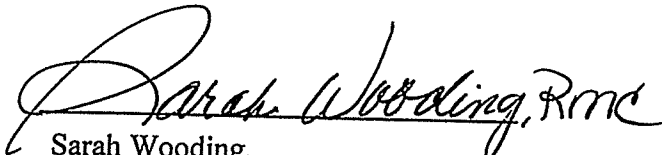
WHEREAS, the anticipated term of this contract is one (1) year and may be extended two (2) times as approved by this governing body; and

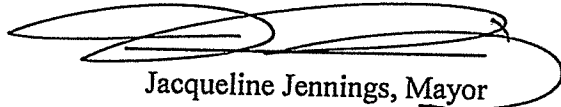
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's certification, pursuant to N.J.A.C. 5:30-5.4.

NOW THEREFORE, BE IT RESOLVED on this 16<sup>th</sup> day of October, 2012 in open public session that the Township Council of the Township of Willingboro authorizes the Mayor to execute an agreement with Beechwood Landscape Architecture and Construction, LLC of 2 Kerry Court, Suite F, in Southampton, New Jersey 08088-3597, in Burlington County, for Phase 1: Municipal Building Front Landscaping that is consistent with this resolution for a term of one (1) year.

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution; and

BE IT FURTHER RESOLVED that certified copies of this Resolution shall be provided to Beechwood Landscape Architecture and Construction, LLC for its information and attention.

  
Sarah Wooding,  
Township Clerk

  
Jacqueline Jennings, Mayor

| Recorded Vote       | Yes                                 | No | Abstain | Absent                              |
|---------------------|-------------------------------------|----|---------|-------------------------------------|
| Councilman Anderson | <input checked="" type="checkbox"/> |    |         |                                     |
| Councilman Campbell | <input checked="" type="checkbox"/> |    |         |                                     |
| Councilman Gordon   |                                     |    |         | <input checked="" type="checkbox"/> |
| Deputy Mayor Ayer   | <input checked="" type="checkbox"/> |    |         |                                     |
| Mayor Jennings      | <input checked="" type="checkbox"/> |    |         |                                     |



**BEECHWOOD** LANDSCAPE ARCHITECTURE AND CONSTRUCTION, LLC  
 DESIGN ■ CONSTRUCTION ■ LIFESTYLE

Willingboro Township  
 Attn: Helen Lavenia  
 1 Reverend Dr. Martin Luther King Drive; Ste 203  
 Willingboro, NJ 08046

Estimate #'s: 7261-1 through 7261-6

**Township Building Master Plan**

6/21/2012

Updated: 7-9-12

Updated: 7-13-2012

Updated 9-14-12

Revised, Contracted and Processed 10-2-12

Work Contracted

|     |                                         |              |             |
|-----|-----------------------------------------|--------------|-------------|
| I   | Building Front Landscape                | \$ 14,545.00 | Est# 7261-1 |
| II  | Left Side Building Foundation Landscape | \$ 5,639.50  | Est# 7261-2 |
| III | Irrigation Front Yard                   | \$ 9,600.00  | Est# 7261-3 |
| VI  | School House Building Landscape         | \$ 5,360.00  | Est# 7261-4 |

|               |                     |
|---------------|---------------------|
| Sub Total     | <u>\$ 35,144.50</u> |
| Less Discount | \$ (544.70)         |
| Project Total | <u>\$ 34,599.80</u> |

Payment Terms:

|                         |             |            |
|-------------------------|-------------|------------|
| Deposit                 | \$3,500.00  | Inv #15811 |
| Progress @ Start        | \$15,000.00 |            |
| Balance Upon Completion | \$16,099.80 |            |

Options Pending

|       |                                               |              |              |
|-------|-----------------------------------------------|--------------|--------------|
| III-A | Remainder Property Irrigation Option          | \$ 19,875.00 | Est# 7261-3a |
| V     | Rear Parking Lot/Perimeter Landscaping Option | \$ 36,615.00 | Est# 7261-5  |
| VI    | Left Property Line Landscape Buffer Option    | \$ 4,458.00  | Est# 7261-6  |

H.I.C.# 13VH02701200

Associations & Affiliations:

- NJNLA • NJ Nursery & Landscape Assoc.
- ASLA • American Society of Landscape Architects
- BLSJ • Builders League of South Jersey
- CCSNJ • Chamber of Commerce Southern NJ

P.O. Box 2126 • Southampton • NJ • 08088

Phone: 609.801.1BLA (1252) • Fax: 609.801.9BLA (9252)

www.BeechwoodLandscape.com



**BEECHWOOD** LANDSCAPE ARCHITECTURE AND CONSTRUCTION, LLC

DESIGN ■ CONSTRUCTION ■ LIFESTYLE  
**PROJECT DESIGN: Township Building Master Plan**

Revised: 7-9-12; 7-13-12; 9-14-12; 10-2-12

Presented To:  
(Owner):

Project Site:

Willingboro Township  
Attn: Jacqueline Jennings  
1 Reverend Dr. Martin Luther King Drive, Ste 203  
Willingboro, NJ 08046

Willingboro, NJ

Contract Amount: \$34,599.80

*Contract amount does not include options.*

Payment Terms: See Project Summary

Start Date:

The signature below authorizes Beechwood to commence production of this project according to the Specifications, Terms and Conditions outlined herein.

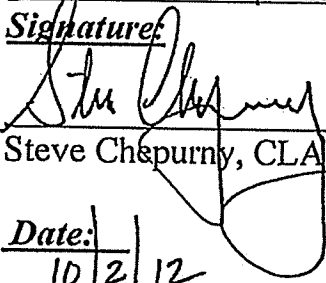
Contractor:

Beechwood Landscape Architecture & Const.

Manager:

Jacqueline Jennings, Mayor

Signature:

  
Steve Chepurny, CLA 898

Signature:

  
Jacqueline Jennings, Mayor

Date:

10/2/12

Date:

10/17/12

**Notice to Consumer**

You may cancel this contract at any time before midnight of the third business day after receiving a copy of this contract. If you wish to cancel this contract, you must

Either: 1. Send a signed and dated written notice of cancellation by registered or certified mail, return receipt requested; or 2. Personally deliver a signed and dated written notice of cancellation to:

*Beechwood Landscape Architecture And Construction, LLC  
PO Box 2126, Southampton, NJ 08088*

If you cancel this contract within the three-day period, you are entitled to full refund of your money. Refunds will be made within 30 days of the contractor's receipt of the cancellation notice.

Inquiries regarding Contractors:  
NJ Division of Consumer Affairs  
1-888-656-6225

H.I.C. # 13VH02701200

Proposal is inclusive of all Landscape Architectural design fees and any construction detail drawings that may be required to construct the proposed improvements for the use by Beechwood Landscape Architecture and Construction, LLC. Use of any supplied drawing, details and or proposals by contractors other than Beechwood is prohibited unless scaled drawings are supplied to homeowner by others.

Associations & Affiliations:

NJNLA • NJ Nursery & Landscape Assoc.

ASLA • American Society of Landscape Architects

BLSJ • Builders League of South Jersey

CCSNJ • Chamber of Commerce Southern NJ

P.O. Box 2126 • Southampton • NJ • 08088

Phone: 609.801.1BLA (1252) • Fax: 609.801.9BLA (9252)

www.BeechwoodLandscape.com



**BEECHWOOD** LANDSCAPE ARCHITECTURE AND CONSTRUCTION, LLC

**Statement**

Date

10/2/2012

To:

Willingboro Township  
 1 Reverend Dr. Martin Luther King Dr.,  
 Suite 203  
 Willingboro, NJ 08046

|           |            |             |
|-----------|------------|-------------|
| Due Date  | Amount Due | Amount Enc. |
| 10/2/2012 | \$3,500.00 |             |

| Date       | Transaction                                                   | Amount   | Balance  |
|------------|---------------------------------------------------------------|----------|----------|
| 09/02/2012 | Balance forward                                               |          | 0.00     |
| 10/02/2012 | Township Building Master Plan-<br>INV #15811. Deposit Billing | 3,500.00 | 3,500.00 |

|            |
|------------|
| Amount Due |
| \$3,500.00 |



BEECHWOOD

Form **W-9**  
(Rev. December 2011)  
Department of the Treasury  
Internal Revenue Service

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)  
**Beechwood Landscape Architecture + Construction, LLC**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **Partnership**     Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)  
**PO Box 2126**

City, state, and ZIP code  
**Southampton MS 38988**

List account number(s) here (optional)

Requester's name and address (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number |  |
|------------------------|--|
|                        |  |

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

| Employer identification number |                 |
|--------------------------------|-----------------|
| <b>20</b>                      | <b>-2658228</b> |

#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶ **[Signature]**    Date ▶ **9/19/12**

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Bee on file

*BEECHWOOD*



## STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

|                            |                                                        |
|----------------------------|--------------------------------------------------------|
| <b>Taxpayer Name:</b>      | BEECHWOOD LANDSCAPE ARCHITECTURE AND CONSTRUCTION, LLC |
| <b>Trade Name:</b>         |                                                        |
| <b>Address:</b>            | 2 KERRY COURT STE F<br>SOUTHAMPTON, NJ 08088-3597      |
| <b>Certificate Number:</b> | 1221383                                                |
| <b>Effective Date:</b>     | March 16, 2006                                         |
| <b>Date of Issuance:</b>   | April 20, 2012                                         |

**For Office Use Only:**  
20120420121435146

*W9 on file*

### STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business Beechwood Landscape Architecture and Construction

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning coporation. If no one owns 10% or more stock, attest to that.

Check the box that represents the type of business organization:

- Partnership
- Corporation
- Sole Proprietorship
- Limited Partnership
- Limited Liability Corporation
- Limited Liability Partnership
- Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Walter S. Chermak  
 Home Address: 231 East Main St.  
Morristown NJ 08057

Name: Timothy W. Wargell  
 Home Address: 11 Colebrook Court  
Shawang NJ 08088

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

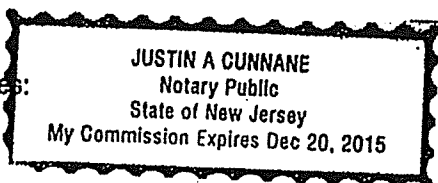
Home Address: \_\_\_\_\_

Home Address: \_\_\_\_\_

Subscribed and sworn before me this 3<sup>rd</sup> day of October, 2012.

(Notary Public)

My Commission expires:



[Signature]  
 \_\_\_\_\_  
 (Affiant)  
Justin Gunnane  
 (Print name & title of affiant)

(Corporate Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS  
Required Pursuant To N.J.S.A. 19:44A-20.8  
WILLINGBORO TOWNSHIP**

**Part I - Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the *Beechwood Landscape Architecture and Construction LLC* has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *October 16, 2012* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the *Township of Willingboro* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Part II - Ownership Disclosure Certification**

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership       Corporation       Sole Proprietorship       Subchapter S Corporation  
 Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

| Name of Stock or Shareholder | Home Address                               |
|------------------------------|--------------------------------------------|
| Walter S. Chapman            | 231 East Main Street, Monticello, VT 08057 |
| Timothy W. Wozniak           | 11 Colebrook Court, Shrewsbury NJ 08088    |
|                              |                                            |
|                              |                                            |
|                              |                                            |
|                              |                                            |
|                              |                                            |
|                              |                                            |
|                              |                                            |

**Part 3 - Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

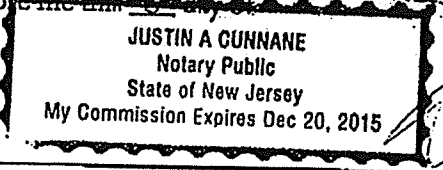
Name of Business Entity: Beechwood Landscape Architecture Construction LLC

Signature of Affiant: Walter S. Chapman Title: President

Printed Name of Affiant: Walter S. Chapman Date: 10.2.12

Subscribed and sworn before me on this October, 2012.

My Commission expires:



[Signature]  
(Witnessed or attested by)  
  
(Seal)

**BUSINESS ENTITY DISCLOSURE CERTIFICATION  
FOR NON-FAIR AND OPEN CONTRACTS**

Required Pursuant To N.J.S.A. 19:44A-20.8

**TOWNSHIP OF WILLINGBORO**

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

**"Local Unit Pay-To-Play Law" (P.L. 2004, c.19, as amended by P.L. 2005, c.51)**

**19:44A-20.6 Certain contributions deemed as contributions by business entity.**

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

**19:44A-20.7 Definitions relative to certain campaign contributions.**

6. As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

**Temporary and Executing**

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term "political party committee" means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term "candidate committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term "joint candidates committee" means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:

"The \$300 limit established in this subsection shall remain as stated in this subsection without further adjustment by the commission in the manner prescribed by section 22 of P.L.1993, c.65 (C.19:44A-7.2)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is **not intended to be provided to contractors**. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfns/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



TOWNSHIP OF WILLINGBORO SOLICITATION OF QUOTATION FORM

DEPARTMENT	INSPECTIONS	REQ.#	R2-01868
PROJECT / PURPOSE	Municipal Complex Landscapr Phase1		
ITEM OR SERVICE	Landscaping and Irrigation system for municipal complex		

SELECT METHOD: PHONE E-MAIL LETTER INTERNET NEWSPAPER CATALOG OTHER (list)

This form is required for all purchase of goods or services exceeding the \$2,000 limitation. Quotes exceeding \$17,500 must go through the bidding process.
Write statement of explanation on reverse side of this page IF BOX IS SELECTED.

QUOTES NOT SOUGHT NOT AWARDED TO LOWEST BIDDER QUOTES REJECTED

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>1. VENDOR:</td><td>Beechwood Landscape Architecture</td></tr> <tr><td>PHONE #:</td><td>609-801-1252</td></tr> <tr><td>PRICE:</td><td>34,999.50</td></tr> <tr><td>TERMS:</td><td>INITIAL 3,500. PMT #2 - 15,000. PMT #3 - 16,099.80 AS FINAL</td></tr> </table>	1. VENDOR:	Beechwood Landscape Architecture	PHONE #:	609-801-1252	PRICE:	34,999.50	TERMS:	INITIAL 3,500. PMT #2 - 15,000. PMT #3 - 16,099.80 AS FINAL	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>RESPONSE</td><td>WRITTEN ESTIMATE</td></tr> <tr><td>FAX #:</td><td>609-8019252</td></tr> <tr><td>DELIVERY:</td><td>ASAP</td></tr> </table>	RESPONSE	WRITTEN ESTIMATE	FAX #:	609-8019252	DELIVERY:	ASAP
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DELIVERY:	ASAP														
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DELIVERY:															

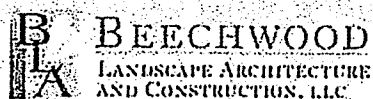
AWARDED TO: BEECHWOOD LANDSCAPE ARCHITECTURE & CONSTRUCTION, LLC

TERMS/SPECIAL COMMENTS: ONLY VENDOR WHO RESPONDED WITH WRITTEN ESTIMATE

SOLICITATION PERFORMED BY OR UNDER THE SUPERVISION OF:

DIRECTOR SIGNATURE

DATE: 10-2-12



(609) 801-1252
info@beechwoodlandscape.com

Our Service Area

News and Awards

View Projects in Progress

Drawings



Our Landscaping Services Include:

- Landscape Design Service
- Landscape Maintenance
- Hardscape
- Pool Landscaping for Custom Pools
- Custom Pools
- Outdoor Lighting
- Irrigation Systems
- Golf Green Systems
- Stone Terraces
- Landscape Design/Build

Turn Your Landscape Dreams Into Reality

With years of experience in creating professional landscapes across the South Jersey area, Beechwood Landscape Architecture and Construction, LLC is the region's premiere landscape design-build professionals.

A well landscaped property with architecturally designed gardens, pools and exterior living spaces is an excellent investment in one's property and quality of living! Integration of your interior home with a seamless design to the outside can be created by Beechwood's team of landscape architects, horticulturists and landscape designers. Whether dining al fresco by the pool, enjoying lazy summer days or casual evenings by the fire pit, a well conceived plan will reap years of enjoyment!

Landscape Design Process

In our experience, the true success of any landscape project depends upon the implementation of a well thought out combination of design criteria and ideas. As landscape architects, we are educated and trained to develop effective solutions for exterior spaces, circulation and spatial relationship of all elements affecting the final design. Our team of designers will work hard to ensure that your property will bring you years of enjoyment and fulfillment.

Our professional landscape architects and designers can walk you through the entire landscape design process and with the ability to coordinate all aspects of the construction phase. Getting started on your landscape design is easy - call Beechwood at 609-801-1252 to speak with one of our landscape architects today.

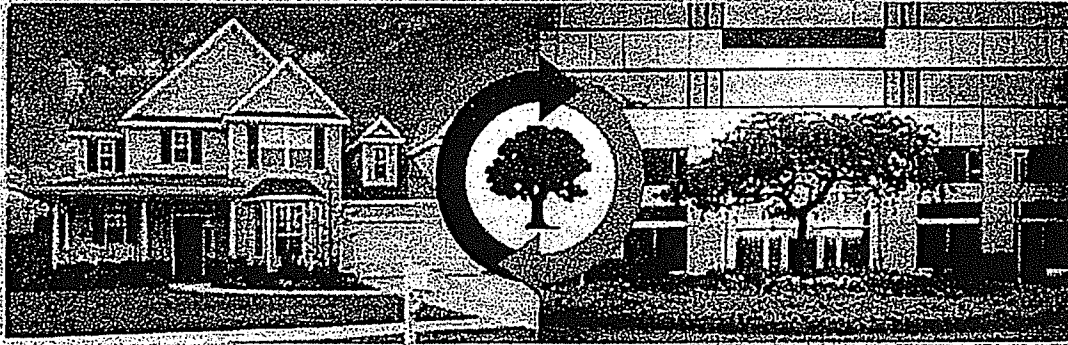


Get Our Special Offers:

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MPM Landscaping Professional Landscape Services All Year Round



Serving Both Residential and Commercial Properties

Welcome

MPM Landscaping is a full-service design, build, and maintenance business that service residential and commercial clients in Southern and Central New Jersey.

Our customer loyalty provides our professional approach to every project we handle, assuring the delivery of consistent, value based service - no matter what your budget.

Get Started Now
With Your
FREE
ESTIMATE!

Simple
Quick
Convenient
START →

Property Maintenance

- Fertilization
- Irrigation
- Mulch
- Landscape Design
- Landscape Installation
- Sod & Seeding
- Tree Service
- Outdoor Lighting
- Land/Brush Clearing
- Snow Removal

View All of MPM Landscaping Services >>

Ice Management

- Seasonal Clean Up
- Stone
- Patios
- Walkways
- Driveways
- Steps
- Retaining Walls
- Pool Decks
- Outdoor Fireplaces
- Sitting Walls



Landscaping Services

From lawn care and maintenance to full structured landscape design, suited for your property, MPM-Landscape works hard for you.



Hardscaping Services

Hardscape design and creation to enhance the beauty of your property. MPM Landscape works hard for you.



Property Maintenance Services

MPM Landscape works hard to keep your property's landscape healthy and growing, from fertilizer and mulching to seeding and lawn care.



Snow Removal & Ice Management

MPM Landscape will remove snow and ice to make travel possible. We can clear your parking lot, sidewalks and driveways.



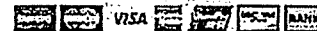
Tree Service

MPM Landscape offers tree services for removing or trimming trees on your property.

MPM Landscaping
230 North Maple Avenue, Suite 313
Marlton, New Jersey 08053
Phone: 856-780-5578

Your neighborhood Landscaper!
© MPM Landscaping 2012-2013

Buy Now





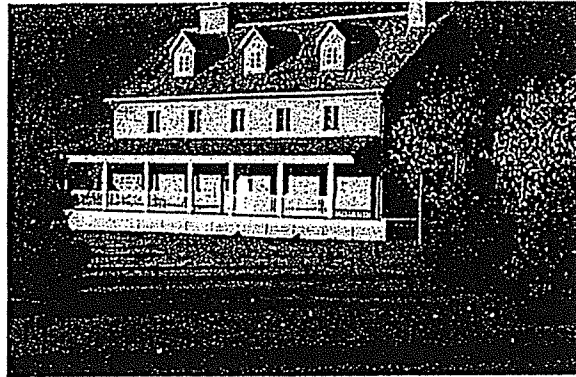
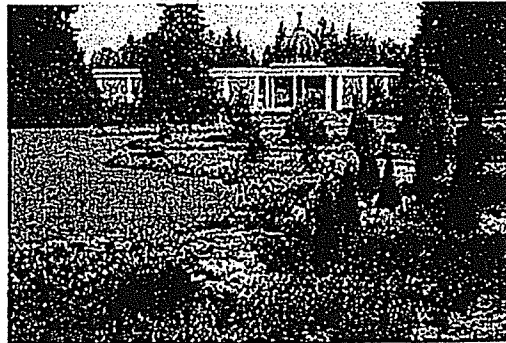
Beautifying Homes & Businesses Since 1985
Residential & Commercial

Call Now for a Free Estimate:
866-714-0924

Home	Services	Contact Us
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Proudly Serving Burlington and Mercer Counties, NJ for Over 20 Years

G & G Landscaping Construction Inc. has been operating in Burlington and Mercer Counties, New Jersey for over 20 years. We are a locally owned and operated landscape service company who prides itself in serving our surrounding communities by beautifying their homes, gardens and places of business. We offer a full range of residential and commercial landscaping services.



We take care of all your landscaping needs:

- Landscape Design and Installation
- Lawn & Landscape Maintenance
- Sod Installation Seeding, Hydro-seeding and Slice Seeding
- Lawn, Tree and Shrub Fertilization Programs
- Irrigation Installation and Maintenance
- Hardscaping - Paver Walkways, Patio and Retaining Walls
- *EP Henry Certified Contractor
- Mulch and Topsoil Sales and Delivery
- Grading and Erosion Control

Testimonials

We've had G&G as our landscapers since May of 1997. They do our fall pruning and clean-up, spring pruning and clean-up, including new mulch. We have a little over an acre of property and G&G did all our original landscaping with LOTS of bushes and trees and a sprinkler system. Our grass is always cut and edged in a timely manner with all sidewalks, driveway and patio cleaned off afterwards. In the winter G&G also does the snow removal when necessary. Staff has always been courteous and attentive to our needs, questions or problems. We would not hesitate to recommend G&G to other potential customers.

Trish and John Kochio



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11
4/1/13
Crystal
w/2

cc. Tim
Fire Chief
Duane
Architect
Sol.

Resolution No. 2012-176

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH LEMAY ERICKSON WILLCOX ARCHITECTS FOR THE ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE CONSTRUCTION OF THE NEW FIRE AND EMS ADMINISTRATION BUILDING

WHEREAS, the Township
implement a fair and open process
Engineering Services for the Township

*Pls. file
in 2012
Resol drawer
Thanks
SAW*

is appropriate to
architectural and
building; and

WHEREAS, on August 1, 2012,
advised on its official website
provide architectural and engineering
Fire and EMS Administration Building
and

Willingboro publicly
g applicants to
addition of the
Building, Willingboro;

WHEREAS, on August 2, 2012,
qualifications in a manner that foster
specific minimum requirements to meet

statements of
the criteria and
and

WHEREAS, upon its review of the
committee reviewed eight qualification statements; and subsequently determined to
interview four vendors based upon their specialized experience in architectural services
for fire and EMS station design; and

WHEREAS, interviews and presentations were conducted on Friday, September
28, 2012 and October 1, 2012; and

WHEREAS, on the basis of qualifications uniquely suited to the needs of the
Township of Willingboro, the RFQ Review Committee recommended Lemay Erickson
Willcox Architects of 11250 Roger Bacon Drive, Suite Number 16, Reston, Virginia
20190; and

WHEREAS, it is the intention of the Township to enter into a professional
service agreement at a cost not to exceed Five Hundred thousand dollars (\$500,000.00);
and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the
Township of Willingboro, in open public session on this 16th day of October, 2012, that:

2/22

1. The Township hereby appoints Lemay Erickson Willcox Architects to provide architectural services for the Fire and EMS administration building new construction; and

2. The appointment is subject to the availability of funds and the continuing needs of the Township.

3. The mayor and Clerk are authorized to execute an agreement with Lemay Erickson Willcox Architects for the services outlined in the Request for Qualifications and the vendor's response thereto, subject to the review of the agreement by the Solicitor, and in accordance with the this resolution.

4. A copy of this resolution shall be provided to Lemay Erickson Willcox Architects, the Chief of the Fire Department, and Finance Director.

Attest:
Sarah Wooding, RMC, Township Clerk
Jacqueline Jennings, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Gordon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Deputy Mayor Ayres	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

 **AIA**® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Willingboro Fire and EMS Headquarters Building
398 Charleston Road
Willingboro, New Jersey

THE OWNER:

(Name, legal status and address)

THE ARCHITECT:

(Name, legal status and address)

TABLE OF ARTICLES

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12	UNCOVERING AND CORRECTION OF WORK
13	MISCELLANEOUS PROVISIONS
14	TERMINATION OR SUSPENSION OF THE CONTRACT
15	CLAIMS AND DISPUTES

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the

portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

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§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

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§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and

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completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

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§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect 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 the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsibly in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the

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Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

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ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount

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for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or

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encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

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§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment

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property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

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

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

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

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

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the _____ day of _____ in the year 2013
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Township of Willingboro
1 Rev. Dr. M, L. King, Jr. Drive
Willingboro, New Jersey 08046-1278

and the Architect:
(Name, legal status, address and other information)

LeMay Erickson Willcox Architects, p.c.
11250 Roger Bacon Drive
Unit 16
Reston, Virginia 20190

for the following Project:
(Name, location and detailed description)

Willingboro Fire and EMS Headquarters Building
398 Charleston Road
Willingboro, New Jersey

A new fire station, approximately 25,000-28,000 g.s.f. in area, to replace an existing structure located at 398 Charleston Road, Willingboro, NJ. The exact final scope and nature of the new building will be determined through an initial programming effort at the start of Schematic Design.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:
(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

.2 Substantial Completion date:

The Owner would like to occupy the new station within 18 months of NTP.

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence – Limit \$2,000,000
General Aggregate – Limit \$4,000,000

.2 Automobile Liability

Combined Single Limit - \$2,000,000

.3 Workers' Compensation

Policy Limit - \$1,000,000
Each Accident - \$1,000,000

.4 Professional Liability

Per Claim - \$2,000,000
Aggregate - \$2,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by

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the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents

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including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work based upon the work product completed at the end of each phase.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents, as required by New Jersey Local Public contracts law (N.J.S. 40A:11-1, et seq.)

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. – The period of construction has been projected as 12 months for this project.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect 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 the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. *(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Additional Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Architect	

§ 4.1.2	Multiple preliminary designs	Architect	
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Not Provided	
§ 4.1.5	Site Evaluation and Planning (B203™-2007)		
§ 4.1.6	Building information modeling		
§ 4.1.7	Civil engineering	Architect	
§ 4.1.8	Landscape design	Architect	
§ 4.1.9	Architectural Interior Design (B252™-2007)		
§ 4.1.10	Value Analysis (B204™-2007)		
§ 4.1.11	Detailed cost estimating	Cost Estimator	
§ 4.1.12	On-site project representation		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings	General Contractor	
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™-2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design	Owner	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)		
§ 4.1.22	Commissioning (B211™-2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™-2007)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™-2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors, in the event it delays the timely performance of the work by the Architect.

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- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 2 (Two) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 24 (Twenty-four) visits to the site by the Architect over the duration of the Project during construction
- .3 1 (One) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 1 (One) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within 24 (Twenty-four) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid

prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner may

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative; or
- .6 terminate the project in accordance with New Jersey state law.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a perpetual nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely

and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

Deleted – See Article 12

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due

(Paragraph deleted)

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)Hourly rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)Hourly rates

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§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus fifteen percent (15 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

PHASE	Architectural	Structural	MPE	Sub-Total	Cost	Total
Program	\$ 7,000			\$ 7,000		\$ 7,000
SD	\$ 47,980	\$ 2,500	\$ 10,000	\$ 60,480	\$8,000	\$ 68,480
DD	\$ 71,350	\$ 9,000	\$ 20,450	\$100,800	\$8,000	\$108,800
CD	\$108,950	\$20,000	\$ 72,650	\$201,600	\$9,000	\$210,600
B/N	TBD	\$ TBD	\$ TBD	\$ TBD		\$ TBD
CA	\$ TBD	\$ TBD	\$ TBD	\$ TBD		\$ TBD
	<u>\$235,280</u>	<u>\$31,500</u>	<u>\$103,100</u>	<u>\$369,880</u>		<u>\$394,880</u>

Civil Engineering: \$95,300 in addition to the amounts above (See Exhibit 1 Attached)

Note: The Civil Engineering contract use of terms "Client" or "Owner" refers to the Township of Willingboro.

Allowances:

1. Reimbursables including travel: \$15,000
Submissions made digitally posted on SharePoint or FTP site; Permit fees not included.
2. Participation by Architect in Public Hearings: \$10,000

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

In addition to Architect's Rates Below, See Attached Exhibits for Civil, Structural, and MPE Hourly Rates
Effective January 1, 2012

Senior Principal Architect	\$190.00/hr.
Principal Architect	\$160.00/hr.
Senior Associate Architect	\$145.00/hr.
Associate Architect II	\$140.00/hr.
Associate Architect I	\$130.00/hr.
Senior Project Manager	\$135.00/hr.
Project Manager	\$115.00/hr.
Project Architect	\$105.00/hr.
Staff Architect	\$ 95.00/hr.
Designer/Draftsperson II	\$ 90.00/hr.
Designer/Draftsperson I	\$ 80.00/hr.
Accounting	\$120.00/hr.

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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1
- .2
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents, Architect will submit materials electronically for Owner's internal use at no additional cost;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner provided however, that Architect will include a framed rendering of the final design, without additional cost;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10
- .11

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of 0 (\$ Zero) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 30 (Thirty) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be provided upon request to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

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§ 12.1 The Architect and its consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substance in any form at the project site.

§ 12.2 Claims and Disputes.

§ 12.2.1 Dispute resolution shall be as follows:

§ 12.2.1.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subjected to mediation by a local mediator that is mutually agreeable to both parties, as condition precedent to the institution of legal or equitable proceeding by either party. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice and/or filing deadlines prior to resolution of the matter by mediation.

§ 12.2.1.2 The parties agree to split the mediator's fee and any filing fees equally. The mediation shall be held in Burlington County, New Jersey unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 12.2.1.3 In the event mediation fails to resolve a dispute between the parties, the dispute shall be resolved by litigation in the courts of Burlington County, New Jersey.

§ 12.2.1.4 In the event litigation is filed to obtain payment of the fees provided for hereunder, excluding partial judgments, a judgment awarded in favor of the Architect or the Owner will include all costs of litigation, including reasonable attorney's fees, and all court costs sustained in connection with such litigation.

§ 12.2.1.5 In no event shall either party hereto be liable for "consequential" damages, including without limitation, loss of opportunity, loss of use, or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by a breach of contract, negligent act or omission, or other wrongful act of either of them.

§ 12.2.2 This agreement shall be governed by the laws of the State of New Jersey in so far as those laws relate to matters of formation, construction, validity, interpretation, performance and enforcement.

§ 12.2.3 Causes of action between the parties to this Agreement pertaining to acts or failure to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion (including beneficial occupancy) for acts or failures to act occurring prior to Substantial Completion, or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion.

§ 12.2.4 To the extent a claim is covered by property insurance, the Owner and Architect may waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, such waiver shall not include any rights they may have to the proceeds of such insurance. The Owner and Architect each shall require similar waivers from the contractors, consultants and agents.

§ 12.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither Owner nor Architect shall assign this Agreement or any rights thereunder without the written consent of the other.

§ 12.4 The Owner and Architect agree that services performed by the Architect pursuant to this Agreement are solely for the benefit of the Owner and are not intended by either the Owner or the Architect to benefit any person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractor, is benefited by the services performed by the Architect pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a

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third-party beneficiary to this contract.

§ 12.5 The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's services for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the Project and payment in full to the Architect, the Owner shall be permitted to retain copies, including reproducible copies, of the Architect's Drawings, Specifications and other documents for information and reference in connection with the Owner's use and occupancy of the Project. The Architect's Drawings, Specifications or other documents shall not be used by the Owner or others for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

12.5.1 Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the Architect's reserved rights.

§ 12.6 The Owner recognizes that the design and construction of the Project is one of first impression and, as a result, there will be a need for coordination of and adjustment to the Contract Documents during the Construction Phase of the Project. This may result in the addition of features that were not included in the original design and will increase the cost of the Project. While the Architect will provide the design services necessary to accomplish the coordination of and adjustment to the Contract Documents as a part of Basic Services, the Owner will be responsible for the additional cost of such features as if they had been included in the original design. The Owner will establish a contingency to cover such additional cost.

12.6.1 Moreover, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If, after the issuance of the building or other permit, modification(s) to the Contract Documents are required because of an interpretation by the Code Authority which had not been previously given or, which if given, was different from or inconsistent with a prior interpretation of the Code Authority, the Architect shall make the required Modification(s). While the Architect will make the modification(s) as part of Basic Services, the Owner will be responsible for any additional construction costs associated with such modification(s).

§ 12.8 The individuals executing this document certify, represent and warrant that each has the full right and authority to commit fully and bind their party, its representative, agents, principals, predecessors, successors in interest and privies, according to the provisions hereof. Said individual agrees to indemnify, defend and hold the other party harmless from any and all claims, actions, suits, liabilities and demands whatsoever arising from the asserted and/or actual invalidity of this Agreement due to said individual's lack of authority to execute this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit A
Exhibit 1-Civil Engineer's Agreement

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User Notes:

(1263160389)

Standard hourly Rates for Civil, Structural, and MPE Engineering

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Jacqueline Jennings, Mayor
Township of Willingboro

Jacqueline Jennings, Mayor

(Printed name and title)

ARCHITECT

(Signature)

Paul R. Erickson,
LeMay Erickson Willcox Architects, p.c.

Paul R. Erickson

(Printed name and title)

Init.

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User Notes:

(1263160389)



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

EXHIBIT A

November 12, 2012

ZZZ12-30579

Lemay Erickson Willcox Architects
Attn: Mr. Paul Erickson
11250 Roger Bacon Drive
Suite #16
Reston, VA 20190

**RE: PROPOSAL FOR PROFESSIONAL SERVICES
WILLINGBORO FIRE HALL
BLOCK 232, LOTS 22, 22.01, 22.02
JFK WAY AND CHARLESTON ROAD
WILLINGBORO, BURLINGTON COUNTY, NEW JERSEY**

Dear Mr. Erickson:

It is our understanding that Willingboro Township has made the decision to award the Contract to Lemay Erickson Willcox Architects (LEWA). This award was made based on our combined qualifications submission and presentation made to Willingboro. This proposal has been requested to specifically define the work scope and fees as they relate to the necessary land development services.

The Owner is interested in replacing the existing approximate 20,000 sf fire hall facility with an approximate 28,000 sf fire hall. The owner initially indicated that the operation of the fire hall could not be interrupted during construction, but during the presentation indicated that the operation could be temporarily moved to another location during construction of the new facility. We have assumed that latter scenario is the case.

The property fronts on John F. Kennedy Way which is a county highway, and Charleston Road which is a municipal roadway. We believe from our site visit that the existing facility is served by the full complement of public utility services. The property currently has four wide driveway accesses, two on each road frontage. Mill Creek is located to the south of the property, and residences border the site to the west.

The following outlines our scope associated with due diligence, boundary and topographic survey, environmental services, geotechnical services, traffic assessment, civil design and construction documents, land development permitting, and coordination with the project team as well as the jurisdictional agencies as they relate to the project land development.

SCOPE OF SERVICES

I. DUE DILIGENCE

A. SITE/ZONING ANALYSIS

1. Site Inspection

This office will perform a field reconnaissance of the property, adjoining road rights-of-way, and surrounding properties. The investigation will focus on obvious site constraints such as wetlands, water bodies, existing utilities and storm infrastructure, site access, topography (grade change), and ground cover.

Initial web-based research performed by this office has revealed that there are wetlands and flood hazard limits associated with Mill Creek which is located in close proximity to the southerly property boundary. Mapping of the wetlands indicates that the wetlands limits will likely be off the property. With the assumption that the wetlands buffer will be 50', there may be buffer encroachment onto the property. The mapped flood hazard limit appears to be located off the property. The site will still need to undergo a formal wetlands investigation to determine the exact location of the wetlands limit, and to confirm the buffer width through a Letter of Interpretation (LOI) application to the NJDEP.

2. Zoning Analysis, Planning Issues

The zoning and land development ordinances for Willingboro will be reviewed. This review will establish layout constraints such as overall parking requirements, density, building and parking setbacks, open space, buffers, lot size and configuration, landscape requirements, etc. The review will also establish whether the proposed uses are permitted within the designated zoning district(s).

B. UTILITY AVAILABILITY ANALYSIS

This office will contact the utility companies for water, sanitary sewer, electric, natural gas, telephone and cable to request as-built plans and to discussed capacity availability and the potential for utility extensions or upgrades for the proposed land development. Utility "will serve" request letters will be submitted to each of the utility companies accompanied by the client-approved concept plan discussed below. We will attend one utility company coordination meeting (covered under "Meetings") typically held on-site if required by the utility companies.

C. BOUNDARY AND TOPOGRAPHIC SURVEY

1. Survey Plan

The surveying services will be performed under the direction of a New Jersey Professional Land Surveyor, by qualified surveyors using high definition laser scanning equipment, robotic total stations, survey grade GPS equipment and computers as required.

Prior to commencing survey, available boundary mapping, title report, back-up title documents, and abstract of title relating to the property shall be provided by Client. Conventional topographic and boundary survey of the parcels will be performed. Corner markers will be set in accordance with New Jersey Map Filing standards. Elevation datum will be NAVD-1988. Spot elevations will be taken to the nearest hundredth of a foot (0.01') on hard surfaces and to the nearest one-tenth of a foot (0.1') on grass or earth surfaces. Invert elevations, pipe size and type for sanitary and storm sewer will be obtained from field measurements where accessible. Other utilities such as water, gas, electric, and communication will be shown based on visible surface locations and available record plan documents.

The topographic survey will overlap at least 25' onto adjacent properties where accessible. We cannot guarantee the overlap along the residential properties. Cross sections of JFK Way will be taken for the full right-of-way width at 25' intervals as required by Burlington County. Half width sections will be taken along Charleston Road, and topography of the full intersection will be obtained.

The boundary survey will be based on a current title report for the parcels in question. Boundary analysis will be based on the results of the field survey and available parcel monumentation and the protraction of the instruments of record from the title report. Corners not found will be set with appropriate corner markers at the conclusion of the boundary survey. This information will be shown and referenced to the aforementioned topographic information.

The topographic survey will be prepared in accordance with the National Map Accuracy Standards at a scale of 1" = 30', with 1' contour intervals. The accuracy of this information will be suitable for design and submission to regulatory agencies to accompany permit applications. Any information obtained from outside agencies will be translated into our documents as accurately as possible, but we are not responsible for errors or omissions with this information.

As stated above, underground utilities will be depicted based on surface observation and available records. However, the project needs may dictate a higher level of assurance of the underground facilities. Upon request, we will coordinate subsurface utility investigative services for underground utilities as an additional service. Underground utility location is a specialized field requiring scientific investigative tools and training which is not included within this

proposal.

2. Lot Consolidation Plan

We will prepare a lot consolidation plan to extinguish the common lot lines between lots 2, 2.01, and 2.02 to create one lot with the number designation provided by the Township Tax Assessor.

D. WETLANDS INVESTIGATION

A wetlands scientist will perform a field investigation to determine the freshwater wetlands limit within 150' of the property boundary. The wetlands flags will be included in the topographic survey defined above, and this data will be included with the wetlands LOI submission defined under "Applications" below.

E. CONCEPT PLANS

We understand that LEWA will lead the concept preparation process based on its expertise with providing Fire Hall facilities. This office will support the concept planning task by making recommendations for site layout for items such as access, circulation, parking, buffers, exterior accessory facilities, etc. We will develop a final concept plan based on the layout prepared by LEWA and include a zoning compliance summary based on this layout. This summary will identify potential variances to code requirements and design waivers. Delivery truck, fire apparatus and car maneuverability will be assessed on the plan.

We will coordinate and attend one (1) meeting with the Willingboro Planning Board staff and professionals (covered under "Meetings") to present the concept plan. This meeting will invite informal comments to the proposed plan which will be discussed and used during the design phase of the project.

F. PHASE 1 ENVIRONMENTAL ASSESSMENT

The purpose of the ESA is to identify recognized environmental conditions (RECs) as defined in United States Environmental Protection Agency (USEPA) rules under 40 CFR Part 312 Standards and Practices for All Appropriate Inquiries (AAI), and the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: E 1527-05*, consisting of conditions indicative of releases or threatened releases of hazardous substances on, at, in or to the site.

Additionally, an AAI compliant ESA aids in understanding the environmental status of the site so that the "user" (as defined in the ASTM Standard) may qualify for either the: "innocent land owner", "contiguous property owner", or "bona fide prospective purchaser" limitations on liability that are provided for under the federal Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). These liability limitation categories are referred to as Landowner Liability Protections (LLPs) and are defined in the Small Business Relief and Revitalization Act (the federal "Brownfields Law"). However,

please note that the Phase I ESA does not satisfy the requirements of the New Jersey Department of Environmental Protection (NJDEP) *Technical Requirements for Site Remediation*, N.J.A.C. 7:26E, for Preliminary Assessments.

In order to meet the requirements for AAI under the federal Rule, the ESA scope of work must include the review, evaluation, and/or performance of and/or discussion of the following:

- Performance of the ESA by an environmental professional (EP) as defined under the Brownfields Law and the ASTM Standard.
- Interviews with past and present owners, operators, and occupants of the property for the purpose of gathering information regarding the potential for contamination at the site.
- Reviews of historical sources of information (to the extent these sources were reasonably ascertainable, publicly available, and practically reviewable) such as chain of title documents, aerial photographs, building department records and land use records, to determine previous uses and occupancies of the site since the property was first developed. The review focuses on the site and adjoining properties.
- Searches for recorded environmental cleanup liens against the facilities that are filed under federal, state or local law. A lien search will only be provided if specifically requested by Client or is conducted by the Client and provided to Pennoni for review.
- An evaluation of information contained with federal and state environmental databases and other local governmental records with specified search distances regarding waste disposal records, underground storage tank records, and hazardous waste handling, generations, treatment, disposal and spill records concerning contamination at or near the site.
- A property inspection to physically observe the grounds and structures located on the site, noting uses and conditions, determining general property setting, listing uses of adjoining properties, determining hydrogeologic and topographic setting, noting roads and utilities, and making note of materially significant observations, to the extent that they were physically observable.
- Documentation of any specialized knowledge or experience shared with the EP performing this Phase I ESA by the user.
- A comparison of the purchase price, if applicable, in comparison to the known market value of the site to determine if the purchase price appears to be substantially discounted, as such as finding may indicative of an environmental condition that is consider an impairment and therefore necessitates devaluation of the site to facilitate the sale, if applicable.
- A review of commonly known or reasonably ascertainable information about the site.

- A conclusion regarding the degree of obviousness of the presence of RECs and whether or not there are indications of releases or threatened releases of hazardous substances on, at, in, or to the site, along with the ability to detect the contamination by appropriate investigation.

1. Records Search/Background Review

The Phase I ESA will begin with a review of information on the site and surrounding properties. This information will be reviewed for indications of site usage or industrial practices that may have resulted in potential environmental contamination or liability. Sources of environmental information typically include:

- An industry-standard environmental database search;
- NJDEP public domain records;
- USEPA public domain records; and
- Standard historical resources as defined by ASTM E1527-05.

The environmental database search would be accomplished through an industry-standard service provided by a third-party search firm to determine if the site appears on any of the standard environmental record sources specified in ASTM E 1527-05. Pennoni will review historical sources including aerial photographs, fire insurance and other historical maps, property tax files, recorded land title records, historic topographic maps, local street directories, building department records, and zoning/land use records, as available, to determine past and present uses of the site and surrounding area.

In addition, local regulators will be contacted, as appropriate. This could include city and township officials; sanitary authority personnel; and county, state, or federal departments with responsibility for environmental regulation and enforcement in the area. Pennoni personnel will review the above information to determine if the site may have been used historically for purposes that could have affected the environment.

2. Site Reconnaissance

Pennoni will perform a site reconnaissance, including a visual inspection of accessible portions of the site. The purpose of the visit will be to identify current uses of the site and surrounding properties which could have contaminated the site or that potentially represent environmental concerns that should be further investigated.

Pennoni will determine the general site setting, list uses of adjoining properties, determine geological, hydrogeologic and topographic setting, and make note of roads and utility services. To the extent that certain features are visually or physically observable or can be interpreted from interviews or records review, we will report on the presence of the following:

- storage or handling of identified hazardous materials and unidentified chemicals in tanks, drums or containers;

- underground storage tanks (USTs) and aboveground storage tanks (ASTs);
- drains and sumps;
- stains and corrosion;
- pits, ponds, or lagoons;
- stained soil or pavement;
- stressed vegetation and surface anomalies;
- fill material;
- municipal, regulated and biomedical waste disposal practices;
- solid waste and waste water;
- wells and septic systems;
- orchards or farmland;
- suspect materials containing polychlorinated biphenyls (PCBs);
- suspect asbestos-containing material (ACM);
- presence of mold;
- lead in drinking water;
- wetlands; and
- radon gas.

Pennoni will also make note of the presence or absence of chemical usage and any observed containers of hazardous materials, substances, and chemicals observed on the site that are: a) likely to be regulated, b) that may require special handling when removed from the site and/or sent for disposal, and c) that represent a concern if there were historically improperly handled or released into the ground of the site.

Observation of similar features on adjoining properties will be limited to conditions discernible from the site or from public accessible property fronting the adjoining properties unless the client otherwise obtains a "right-of-entry" to the adjoining properties.

Pennoni will visually observe the building on the subject property for the potential presence of suspect interior hazardous materials such as asbestos-containing materials, lead paint, mercury light switches, pcb-ballasts and bulbs, hydraulic lifts, etc. If any such suspect materials are identified, Pennoni will note these materials in the report and provide recommendations for further assessment, as deemed appropriate.

3. Technical Report Preparation

Pennoni will prepare a technical report, which will detail our findings including documentation to support analysis, opinion and conclusions. The technical report will identify and explain recognized environmental conditions identified on the site, as defined by ASTM E 1527-05 and provide detailed recommendations for further investigations, if necessary.

The technical report will also identify data gaps encountered during the assessment and the significance of the data gaps on the ability to identify recognized environmental conditions on the site. The technical report will include statements which confirm that

the above described services were performed in compliance with ASTM E 1527-05 and the AAI Final Rule, and that the services were performed under the responsible charge of a qualified EP, as defined by the AAI Final Rule.

II. DESIGN DEVELOPMENT

A. PRELIMINARY/FINAL SITE PLANS

We will prepare land development plans for the project based on the approved concept plan and survey, and building footprint provided by LEWA. The land development plans will be prepared in accordance with the Willingboro Township Site Plan Checklist. The site plans will likely include the following:

1. Cover Sheet
2. Information Sheet containing zoning compliance summaries, location maps, and typical notes and legends.
3. Existing Conditions and Demolition Plan from site survey
4. Site Plan including dimensioning and setbacks as required by the Township checklist.
5. Roadway Plan and Profile of JFK Way
6. Cross-sections for JFK Way
7. Grading Plan including spot elevations and contours
8. Utility Plan depicting design information for on-site storm and sanitary conveyance system(s) and water laterals. Gas, electric, telephone and cable services will be shown as provided by the MEP engineer or architect for the building(s).
9. Utility profiles of the on-site storm sewer conveyance system
10. Landscape Plan and Details (does not include irrigation system design)
11. Lighting Plan and Details (layout and photometric only, circuiting and foundations by the MEP engineer)
12. Site Construction Details (tenant identification signs shall be shown on the site/civil drawings, but the details shall be provided by others)
13. Soil Erosion and Sediment Control Plan
14. Soil Erosion and Sediment Control Notes and Details

The JFK Way plan and Profile, and cross-section sheets will be required by the Burlington County Engineering Department even though no improvements will be proposed for the highway. The plans will be used to depict the new driveways only. We do not anticipate the need for right-of-way dedication plans.

The plans will include the design of one aesthetic site feature which we envision as a circular stone bench seating area with flagpole and landscaping.

One color rendering of the Landscape Plan will be prepared for presentation at the Planning Board Hearing.

We will request a waiver from preparation of an environmental impact statement as the site is already developed with the same use as the proposed use. We will also ask for a waiver from the Township and County Planning Boards from the traffic study as the increase in the size of the use will not increase the vehicular trip generation.

If special design services are required for items such as, fountains, street-scaping or sanitary sewer lift station, we will provide a separate proposal for these services.

B. STORMWATER MANAGEMENT DESIGN

A typical site design which results in either a disturbance of greater than 1.0 acres, or an increase in impervious cover by greater than 0.25 acres will result in the need to perform soils investigations and testing, and design to meet the NJDEP stormwater management Best Management Practices (BMP) Regulations. These guidelines require that stormwater runoff quantity, stormwater quality, and stormwater recharge need to be addressed as part of the design.

For the purposes of this proposal, we have made the assumption that the project will not increase impervious cover, and will exceed 1.0 acres of disturbance, and may change drainage patterns. We will prepare a stormwater runoff comparison between the pre and post developed site conditions for the required storm events (2, 10 and 100 year events). A dedicated stormwater system will be designed to comply with NJAC 7:8 which include specific requirements for water quantity reduction, water quality and water recharge.

Since disturbance will exceed 1.0 acres, the runoff for the 2, 10 and 100 year storms will either 1) need to be reduced in the post developed condition by 50%, 25%, and 20%, respectively, or 2) the post developed hydrograph cannot exceed the pre developed hydrograph at any point during the above referenced storms. Our approach is to optimize the site layout to avoid any increase in impervious cover to utilize the second scenario. This will avoid the need to design and construct an onsite stormwater management basin. The report will include a maintenance plan to be implemented by the owner for the storm sewer conveyance system and water quality elements. If the plan cannot be prepared to avoid the need for an on-site basin, a separate proposal will be prepared for the necessary field evaluation and permeability testing of the soils, as well as for the basin design, as the basin will likely be a subsurface basin.

C. GEOTECHNICAL INVESTIGATION

Based on our knowledge of the project site, a truck-mounted drill rig and rubber-tired excavator is capable of accessing the borings and test pits locations. Unrestricted access must be provided by others for the duration of the field-work proposed. Our work will be performed by qualified personnel under the direction of a registered professional geotechnical engineer and the reports will be signed by that engineer.

1. Available Data

We will compile, review, and evaluate readily available existing information related to the current and proposed development at the referenced site including geotechnical reports for adjacent developments that are provided by the Client. We will research our files for nearby projects and review available subsurface data.

2. Field Exploration

Based on our reviews, we will develop an exploration and testing program to obtain the necessary information pertinent to interpretation of subsurface conditions at the project site. We will stake out exploration locations in the field and determine ground surface elevations based on survey information prepared by Pennoni. Based on our understanding of the proposed facility and our experience, we are proposing a total of three (3) borings each drilled to a depth of 25 feet below existing ground surface with a total estimated earth drilling/sampling of 75 lineal feet.

The boring depths will be adjusted accordingly based on subsurface conditions encountered. Drilling and sampling will be in accordance with ASTM D 1586 and D 1587, as appropriate.

We will contract the services of a licensed drilling contractor. We will provide full-time monitoring by an experienced engineer or geologist for all drilling operations. We anticipate a total of one (1) day in the field.

At the conclusion of the field program, we will backfill the test borings with the excavated soil and patch the area with "cold patch" asphalt. You should be aware that settlement and softening of the replaced soil often takes place leading to depressions or holes at the ground surface. We have not included provisions for site restoration beyond that described herein but can do so for a fee to be negotiated.

3. Laboratory Analysis

Samples obtained in the field will be visually classified in the laboratory. Tests will be performed on selected representative samples to determine classification and engineering properties as required. At this time, we have budgeted for routine index testing consisting of grain size analysis, moisture content determination, and/or Atterberg Limits determination as deemed necessary by our geotechnical engineer. Should more elaborate testing be deemed necessary, we will contact your office with recommendations and corresponding fees. Our services do not include testing or other type of investigation regarding the possible presence of hazardous or toxic substances either on-site or in imported materials.

4. Report and Recommendations

We will make engineering analyses to include interpretation of subsurface conditions at the project site, evaluation of conditions with respect to the proposed construction, settlement analyses, and bearing capacity analyses. The report will present our conclusions and recommendations regarding:

- foundation design, including discussion of alternate solutions if applicable, allowable bearing capacity and anticipated total and differential settlement amounts;
- design frost depth;
- floor slab design;
- pavement design;
- Soil Site Classification in accordance with Table 1613.5.2 of the 2009 International Building Code;
- evaluation and determination of the earthwork requirements for use in preparation of the site area, including material selection and placement operations;
- suitability of on-site material for re-use as fill as part of the site work for the project;
- ground water conditions with recommendations for waterproofing/hydrostatic design requirements including requirements for under-slab drainage;
- removal or treatment of objectionable material;
- estimated field infiltration rates (if required);
- monitoring and/or protection of adjacent structures and construction during earthwork of foundation construction; and
- quality assurance and field-testing and inspection during construction.

III. PERMIT APPLICATION PREPARATION

- A. We will assist the Client's land use attorney with the preparation of the Site Plan and Subdivision application to the Willingboro Township Planning Board. We will indicate any necessary checklist waivers necessary for the application. The application will include a Lot Consolidation plan as this will likely be required by the Township
- B. We will prepare the Site Plan application to the Burlington County Planning Board.
- C. We will prepare the application necessary for submission to the Burlington County Soil Conservation District.
- D. Once the Soil Conservation District Certification is obtained, we will submit a NJPDES application to the NJDEP for authorization to discharge stormwater.

- E. We will prepare the applications for submission to the Willingboro Sewer Department and Willingboro Municipal Utilities Authority for Water & Sewer connection permits.
- F. Environmental Permitting

Based on the NJDEP I-Map, FEMA Flood Maps and the USGS Map and in accordance with our preliminary research, we understand that the project is located adjacent to the Mill Creek, a tributary to the Rancocas Creek (FW2-NT stream) and may be subject to seasonal restrictions for construction. We recommend environmental permitting related to Mill Creek be pursued as follows:

1. Freshwater Wetlands Letter of Interpretation (LOI)

The scope of work for the freshwater wetlands will include review of threatened and endangered species via correspondence with Natural Heritage Program and preparation of application forms accompanied by required supporting documentation for a NJDEP Freshwater Wetlands Letter of Interpretation application. The LOI would be submitted to determine the buffers associated with the Mill Creek wetlands delineated under the "Due Diligence" task. Should construction be proposed within the freshwater wetlands, State open waters, and/or transition areas, an authorization under a general permit may be required. Submission of a NJDEP Freshwater Wetlands General Permit is outside the scope of this proposal and would be considered an additional service.

2. Flood Hazard Area Permit

FEMA/State flood hazard mapping is available for the Mill Creek as the Creek has been studied by the NJDEP. Based on the flood hazard limits, we do not anticipate impact to the floodplain from the proposed construction of this project. We have assumed that all work can be completed outside of the existing floodplain and that Flood Hazard Act permitting will not be required.

IV. CONSTRUCTION DOCUMENTS

A. PLANS

Upon Township approval of the preliminary/final site plans, the plans will be updated one time from design team input and include minor revisions to the plans based on the Township consultant's review, outside agency reviews and minor revisions required by the Client and/or Owner. The final plans will be submitted to the Board's engineer to confirm they are compliant with the conditions of approval. Upon approval of the final plans, we will provide signed and sealed record drawings for signatures.

If there need to be additional plan revisions made due to client, design team, Owner, or other stakeholder preferences, subjective revisions required by the Board's engineer, or other review agencies, these supplemental plan revisions will be considered an additional service.

The final site plans are intended to act as stand-alone documents for the purposes of the construction of the site improvements. This proposal does not include preparation of separate technical specifications.

B. TECHNICAL SPECIFICATIONS

Pennoni will prepare technical specification for the exterior site improvement portions of the project in the Masterspec version selected by LEWA. These specification sections will be forwarded to LEWA for incorporation into the project manual. "front end" specifications are assumed to be prepared by others.

C. BOND ESTIMATE

Following approval of the final site plan submission, an engineer's opinion of probable site improvement cost will be prepared for bonding purposes. This will be submitted to the Township engineer in order to establish a performance bond amount and construction inspection escrow. Please note that this estimate is not intended to be a project cost estimate, as it will typically not include all improvement costs; only those which need to be bonded.

V. MEETINGS AND PROJECT COORDINATION

Based on our understanding of the Client's needs, required coordination with the design team, and land development experience, we have allotted time for project coordination and meetings separate from our defined engineering services. We anticipate that the following meetings will be required during the concept planning and land development design and approval process.

1. Local project team meetings including the Willingboro Fire Department.
2. One (1) concept plan review meeting with Willingboro Township
3. One pre-application meeting with the NJDEP
4. One (1) meeting with the utility companies
5. Hearing preparation meetings with your land use attorney.
6. Hearings with the Willingboro Township Planning Board.
7. Meetings/hearings with the Burlington County Planning Department.

We anticipate attendance to 10 meetings through the due diligence, design development, permitting and construction document phases of the project. As certain meetings may require attendance by more than one staff member, we have allotted a total of 40 hours for meeting attendance. We have also allotted an additional 24 hours for project coordination throughout these phases of the project. Meetings and project coordination for construction administration and oversight has not been included with this proposal.

This task will be billed on an hourly basis, and we will alert the client if the estimated budget for this phase becomes deficient.

VI. BID ADMINISTRATION

Pennoni understands that LEWA will take the lead role regarding bid administration, and Pennoni will assist with this task by providing the following services:

1. Attendance at the pre-bid as scheduled by LEWA.
2. Written response to Requests for Information (RFI's) and questions from bidders.
3. Preparation of bid addendums.
4. Assist LEWA with review and evaluation of the bids. We have assumed bid tabulation and final recommendation for award will be performed by LEWA.

VII. CONSTRUCTION ADMINISTRATION

Pennoni will provide the following services under this phase of work:

1. Attendance at a construction kick-off meeting as scheduled by LEWA.
2. Review of shop drawings and submittals.
3. Response to Requests for Information (RFI's) and questions during construction.
4. Limited on-site construction oversight during the construction activities. We have allotted a total of 20 hours of construction oversight. Although the construction schedule/duration is not known, we have presumed a very limited on-site presence to consider budgetary constraints, and with the understanding that LEWA will also have an on-site presence.
5. Preparation of a punchlist of deficient site improvements items near the end of construction. We will perform one follow up visit to evaluate completion of the punchlist items.

We have assumed that review of monthly contractor requests for payment will be reviewed by LEWA.

VIII. REIMBURSABLE EXPENSES

Reproduction for submissions, and Client and project team use (along with overnight mail), are considered reimbursable expenses and will be billed accordingly. We do not bill for such items as small amounts of in-house printing and normal mailing expenses. In addition, all application fees, review fees, etc. associated with this project will be provided by the Client.

VIII. ADDITIONAL SERVICES

We will also be pleased to furnish the Client with an additional proposal for any of the following professional services not included in this proposal.

- Design of unique site and landscape architecture features such as fountains, rooftop gardens, street-scaping, and sanitary sewer lift stations.
- Environmental building survey and phase II environmental services
- Utility Extension design
- Fire Hydrant testing
- Traffic Impact Studies
- Highway improvement design
- Structural Design
- Construction materials testing
- As-Built survey
- Any other services not specifically included with this proposal.

FEES

I.	Due Diligence	
A.	Site/Zoning Analysis	Lump Sum\$1,200
B.	Utility Availability Analysis	Lump Sum\$1,250
C.	Boundary and Topographic survey	Lump Sum \$11,100
D.	Wetlands Investigation	Lump Sum\$1,800
E.	Concept Plans	Lump Sum\$2,000
F.	Phase I Environmental Assessment	Lump Sum\$3,000
II.	Design Development	
A.	Prelim/Final Site Plans	Lump Sum \$27,900
B.	Stormwater Management	Lump Sum\$2,500
C.	Geotechnical Investigation	Lump Sum\$5,500
III.	Permit Application Preparation	
A.	Township Planning Board	Lump Sum\$2,000
B.	Camden County Planning Board	Lump Sum\$1,200
C.	Camden County SCD	Lump Sum \$900
D.	NJPDES	Lump Sum \$600
E.	Water and Sewer Connection Permits	Lump Sum\$1,250
F.	Wetlands LOI	Lump Sum\$4,100
IV.	Construction Documents	
A.	Plans	Lump Sum\$5,600
B.	Technical Specifications	Lump Sum\$3,500
C.	Bond Estimate	Lump Sum \$900
V.	Meetings and Project Coordination	Estimated (Hourly) ...\$9,600
VI.	Bid Administration	Estimated\$2,400
VII.	Construction Administration	Estimated\$5,500
VIII.	Reimbursable Expenses	Estimated\$1,500
TOTAL		\$95,300

SCHEDULE

We are prepared to proceed with this project within one week from the receipt of written Notice-To-Proceed and will endeavor to complete this project in accordance with the client's scheduling requirements.

BILLING AND PAYMENT

In accordance with Item 4 of the enclosed General Terms and Conditions, invoices will be rendered monthly and are due upon receipt. The Client acknowledges that the method of Billing and Payment has been outlined in detail; that the terms agreed upon can only be changed by a written addendum agreed to by both parties; and work may be stopped until payment is made in accordance with the agreement.

TERMS AND CONDITIONS**A. General**

1. *Pennoni Associates Inc. General Terms and Conditions (Form No. LE01, Revised 11/06)* attached hereto are included as part of this proposal.
2. This proposal is for providing the specific services described within the Scope of Services. Any services provided by Pennoni Associates Inc. for this project which are not specifically included in the above Scope of Services are additional services and will be billed as such in addition to the above-stated fees.
3. Pennoni Associates Inc. does not guarantee approvals as these are often subject to circumstances beyond our control. Our fees are due and payable regardless of ultimate approval.
4. The Owner is responsible for payment of application, permit and escrow fees directly to the review agency.
5. Owner shall be responsible for providing safe access to the site and site utilities. Confined space entry and permit required activities shall be considered beyond the scope of services. The Owner shall notify Pennoni where any special hazards exist.
6. This proposal is valid for services through December 31, 2013. Any services beyond this date will be considered additional services and billed at/on an hourly basis at the rates in effect with the client's written approval.

B. Environmental Terms and Conditions

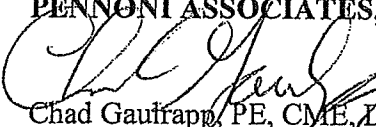
1. Access to the Subject Property will be available on the requested time and date of the site visit with proper notification;
2. The Phase I ESA will proceed uninterrupted and without delay based on the schedule provided in this proposal or as arranged prior to project initiation;
3. Someone with knowledge of the properties and past usage will be available to be interviewed;
4. Owner shall provide all available historical use and previous environmental documentation it might have relative to the Subject Property within five (5)

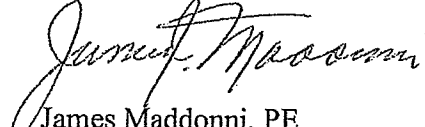
- working days of authorization to proceed. Any historical documentation received after five (5) working days will be reviewed on a time and materials basis with prior client approval;
5. Extraordinary investigations (i.e., document file reviews and/or retrieval, conversations with regulatory agencies, interior building hazardous materials determinations, etc.) required to further investigate Recognized Environmental Conditions (RECs) or address potential RECs are not a part of this Phase I ESA scope and will be billed on a time and materials basis with prior client approval.
 6. Any specialized knowledge gained by experience of the Owner that is material to possible RECs on any of the properties, if any;
 7. A chain-of-title covering the past fifty (50) years for each property;
 8. A copy of any previous environmental reports relating to each property, as applicable and available, including but not limited to documents/records regarding USTs, spills or releases of chemicals and/or petroleum products and any environmental agency inspection reports; notices of violations; letters of deficiencies, etc., and
 9. The name and telephone number of a person or persons knowledgeable of the present and historical uses as well as the physical characteristics of the subject properties.

Thank you for the opportunity to provide these professional services. If this proposal is acceptable, please sign and return the enclosed copy as acknowledgement of your acceptance. Your confirming signature on this proposal will act as our Notice to Proceed. If you have any questions, or if you would like to discuss any of the above, please do not hesitate to call. We are available to meet at your earliest convenience.

Sincerely,

PENNONI ASSOCIATES, INC.


Chad Gaufrapp, PE, CME, DBIA Assoc.
Senior Engineer/ Division Manager


James Maddoni, PE
Vice President

Attachments: The Pennoni Associates Inc. General Terms and Conditions
Supplemental Services for Geotechnical Services
The Pennoni Associates Inc. Fee Table

Accepted by: _____
Signature of Authorized Representative

Print Name and Title

Date



PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS

PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for thirty days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. or any subsidiary or affiliate of Pennoni Associates Inc. ("Pennoni"). Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions. If there is a conflict or inconsistency between any express term or condition in the proposal and these General Terms & Conditions, the proposal shall take precedence. The proposal and these General Terms & Conditions constitute the entire Agreement, and supersede any previous agreement or understanding.
4. Payment is due upon receipt of invoices as submitted. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Use of the Documents in violation of this paragraph without the express written consent of Pennoni is prohibited, and shall be at Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. The proposed fees and schedule constitute Pennoni's best estimate of the charges and time required to complete the Project. As the Project progresses, facts uncovered may dictate revisions in scope, schedule or fee. The hourly rate schedule for services provided on a time and material basis will be subject to increases annually.
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. No termination of this Agreement by Client will be effective unless Client gives seven days prior written notice with the reasons and details, and Pennoni is afforded an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
10. Pennoni will maintain at its own expense Workman's Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance.

INITIALS _____

LE01 11/2006
1 of 2

11. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
12. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
13. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.
14. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
15. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
16. If Client does not retain Pennoni to render construction phase services, Client waives any claim it may have against Pennoni and agrees to indemnify, defend and hold harmless Pennoni from any loss or liability, including attorneys fees and other costs of defense, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
17. Unless and until a court determines that Pennoni's preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications and/or Pennoni's giving or failure to give instructions is the primary cause of any damage, claim, loss or expenses, Client shall indemnify, defend and hold harmless Pennoni and its officers, employees and consultants from and against all damages, claims, losses or expenses, including reasonable attorneys' fees and other costs of defense, arising out of this Agreement. In the event the Client is required to defend Pennoni under this paragraph, Pennoni shall have the right to select its attorneys.
18. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration or mediation to which the Client is a party.
19. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal or disposal of hazardous materials or underground structures at the Project site.
20. Client and Pennoni waive consequential damages arising out of this Agreement.
21. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
22. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.

INITIALS _____

**PENNONI ASSOCIATES INC.
2012 RATE SCHEDULE**

Pennoni Associates Inc. ("Pennoni") provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

HOURLY FEES FOR PROFESSIONAL AND TECHNICAL PERSONNEL

LABOR CATEGORY	RATES: \$/HOUR
Principal Engineer (1PE)	\$180
Senior Engineer (2PE)	\$150
Project Engineer (3PE)	\$130
Staff Engineer (4PE)	\$115
Associate Engineer (5PE)	\$105
Graduate Engineer (6PE)	\$95
Senior Landscape Architect(2PL).....	\$150
Project Landscape Architect (3PL).....	\$130
Associate Environmental Scientist(5PN).....	\$100
Senior Technical Specialist(4TE)	\$110
Survey Field Crew / Robotic Crew	\$185
Senior Field Inspector	\$90
Field Inspector	\$80
Admin (2AD)	\$55

■ Technical Support/Expert Testimony Fee provided upon request.

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 20%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: \$.51 per mile
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage, and telephone/fax/modem.



Ehlert/Bryan, Inc.
Consulting Structural Engineers

December 23, 2011

To Whom it May Concern:

Effective January 1, 2012 our hourly rates for structural engineering services shall be as noted below:

Principal*	\$ 180.00/per hour
Senior Project Manager.....	\$ 155.00/per hour
Project Manager.....	\$ 135.00/per hour
Design Engineer	\$ 120.00/per hour
Senior CADD Operator.....	\$ 110.00/per hour
Drafter/CADD Operator	\$ 90.00/per hour
Clerical.....	\$ 70.00/per hour

* Wayne Bryan, Thomas Bouffard, and Jason Sparrow

These new rates will be utilized for all of our projects performed on an hourly basis as well as any additional services performed under our flat fee contracts.

If you have any questions, please do not hesitate to contact me.

Yours truly,

Ehlert/Bryan, Inc.

Stephanie Staats
Office Manager

2011



PENNSYLVANIA • MARYLAND • VIRGINIA

The Mellon Independence Center
701 Market Street, Suite 6000
Philadelphia, PA 19106
Toll Free 877.274.6526
V 215.592.9611
F 215.592.7863
www.brinjac.com

HOURLY RATE SCHEDULE FOR PHILADELPHIA

PRINCIPAL/REGIONAL MANAGER.....	\$235.00
SENIOR ENGINEERING MANAGEMENT	\$205.00
PROJECT & DEPARTMENT MANAGEMENT.....	\$175.00
SECURITY/TELECOM –SENIOR DESIGNER/RCDD.....	\$170.00
SENIOR ENGINEER	\$160.00
ENGINEER.....	\$ 125.00
SENIOR DESIGNER	\$125.00
DESIGNER	\$ 90.00
CAD OPERATOR/EQUIPMENT	\$ 80.00
ADMINISTRATIVE.....	\$70.00

- Rates include overhead and profit and are effective *April 01, 2012 through March 31, 2013*, or until further notice.
- Overtime rates apply to Designer, CADD Operator, and Clerical Positions.

cc: *Fire Chief*
Dellane
Architect
Sol.

Resolution No. 2012-176

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH LEMAY ERICKSON WILLCOX ARCHITECTS FOR THE ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE CONSTRUCTION OF THE NEW FIRE AND EMS ADMINISTRATION BUILDING

WHEREAS, the Township of Willingboro determined that it is appropriate to implement a fair and open process for the awarding of this contract for Architectural and Engineering Services for the Township's Fire and EMS Administration building; and

WHEREAS, on August 3, 2012, the Township of Willingboro publicly advertised on its official website a Request for Qualifications seeking applicants to provide architectural and engineering services for new construction for the addition of the Fire and EMS Administration Building located at 398 Charleston Road, Willingboro; and

WHEREAS, on August 22, 2012, the Township received statements of qualifications in a manner that fostered a fair and open process, utilizing the criteria and specific minimum requirements to meet the requirements of the Township; and

WHEREAS, upon its review of the statements of qualifications, the RFQ Review committee reviewed eight qualification statements; and subsequently determined to interview four vendors based upon their specialized experience in architectural services for fire and EMS station design; and

WHEREAS, interviews and presentations were conducted on Friday, September 28, 2012 and October 1, 2012; and

WHEREAS, on the basis of qualifications uniquely suited to the needs of the Township of Willingboro, the RFQ Review Committee recommended Lemay Erickson Willcox Architects of 11250 Roger Bacon Drive, Suite Number 16, Reston, Virginia 20190; and

WHEREAS, it is the intention of the Township to enter into a professional service agreement at a cost not to exceed Five Hundred thousand dollars (\$500,000.00); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, in open public session on this 16th day of October, 2012, that:

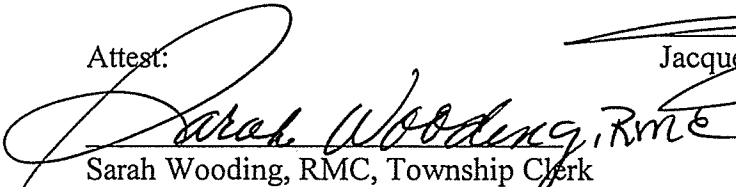
1. The Township hereby appoints Lemay Erickson Willcox Architects to provide architectural services for the Fire and EMS administration building new construction; and

2. The appointment is subject to the availability of funds and the continuing needs of the Township.

3. The mayor and Clerk are authorized to execute an agreement with Lemay Erickson Willcox Architects for the services outlined in the Request for Qualifications and the vendor's response thereto, subject to the review of the agreement by the Solicitor, and in accordance with the this resolution.

4. A copy of this resolution shall be provided to Lemay Erickson Willcox Architects, the Chief of the Fire Department, and Finance Director.

Attest:


Sarah Wooding, RMC, Township Clerk


Jacqueline Jennings, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Gordon				<input checked="" type="checkbox"/>
Deputy Mayor Ayrer	<input checked="" type="checkbox"/>			
Mayor Jennings	<input checked="" type="checkbox"/>			

cc: Jim
Fire Chief
Duane
Architect
Sol.

Resolution No. 2012-176

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH LEMAY ERICKSON WILLCOX ARCHITECTS FOR THE ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE CONSTRUCTION OF THE NEW FIRE AND EMS ADMINISTRATION BUILDING

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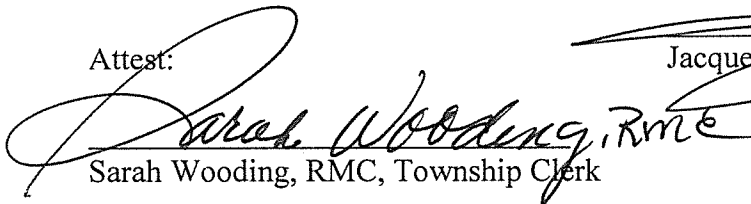
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Attest:


Sarah Wooding, RMC, Township Clerk


Jacqueline Jennings, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Councilman Gordon	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deputy Mayor Ayrer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Jennings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Memo

To: Joanne Diggs, Township Manager

From: Patti Conrad, Project Manager
Duane Wallace, Project Manager
Anthony J. Burnett, Chief of Department

CC: ✓ Sarah Wooding, Township Clerk
Greg Rucker, Director of Public Safety
Barbara Lightfoot, Finance Director
Michael Armstrong, Township Solicitor

Date: October 10, 2012

Re: **ARCHITECTURAL & ENGINEERING SERVICES – TOWNSHIP'S NEW FIRE & EMS ADMINISTRATION BUILDING**

OK [Signature]

On August 3, 2012 a Request for Qualifications (RFQ) was advertised on the Township of Willingboro's official website (www.willingboronj.gov) seeking applicants to provide architectural and engineering services for new construction of the main Township's Fire & EMS Administration Building located at 398 Charleston Road, Willingboro, NJ 08046. The advertised publication required all responses to be received in the Office of the Township Clerk no later than 12:00 PM Wednesday, August 22, 2012.

On Wednesday, August 22, 2012 at approximately 12:05 PM, Sarah Wooding, Township Clerk, opened eight (8) RFQs for review of architectural and engineering services for the new Fire & EMS Administration Building Project (*see attached list*).

The RFQ Review Committee, consisting of Patti Conrad, Project Manager; Duane Wallace, Project Manager; and Anthony Burnett, Chief of Department, reviewed all eight (8) qualification statements and narrowed the submitted RFQs down to four (4) to be interviewed based upon their specialized experience in architectural services for Fire & EMS Station design.

Interviews and presentations were conducted on Friday, September 28, 2012 and Monday, October 1, 2012.

After careful review of the RFQs, interviews, and presentations it was determined by the RFQ Review Committee the following architect would be recommended to provide architectural services for the new Fire & EMS Administration Building:

Lemay Erickson Willcox Architects
11250 Roger Bacon Drive
Suite Number Sixteen
Reston, Virginia 20190
(703) 956-5600
www.lewarchitects.com

Lemay Erickson Willcox Architects met the requirements as outlined in the advertised Request for Qualifications.

**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
NEW TOWNSHIP'S MAIN FIRE AND EMS BUILDING**

Company	Address	POC	Telephone	Fax Number	Web / Email Address
Radey Associates Architects	100 Haddontowne Court, Cherry Hill, NJ 08034	Frank H. Radey III	(856) 428-5503	(856) 429-5775	www.radeyassociates.com
Garrison Architects	130 Presidential Blvd., Bala Cynwyd, PA 19004	Robert N. Garrison, Jr.	(610) 668-1880	(610) 667-5666	www.garrisonarch.com
Robert Mitchell	29 Thacher Pk. Rd., Voorheesville, NY 12186	Robert Mitchell	(518) 765-4571	(518) 765-2950	www.Mitchell-Architects.com
J. F. McKernan, Jr. Architects and Associates, LLC	100 Dobbs Lane, Suite 204 Cherry Hill, NJ	Joseph McKernan, Jr.	(856) 616-2960	(856) 616-2963	www.mckernanarchitects.com
Carlos Raul Rodriguez Architect	1961 Browning Road, Pennsauken, NJ 08110-2941	Carlos Rodriguez	(856) 663-0606	(856) 633-3216	crrarch@verizon.net
Lemay Erickson Willcox Architects	11250 Roger Bacon Drive, Suite Number 16, Reston, VA 20190	Paul Erickson / Christopher Kehde	(703) 956-5600	(703) 956-5601	www.lewarchitects.com
Walter A. Olt – Architect/Planner	36 Route 70 West, Suite 210, Marlton, NJ 08053	Walter Olt	(856) 983-1720	(856) 983-0045	arctec1@comcast.net
Olivieri, Shousky & Kiss, Pa, Architects & Land Planners	17 West Knight Avenue, Suite 200, Collingswood, NJ 08108	Jerry Blackman	(856) 854-0580	(856) 854-0993	www.olivieriarchitects.com

 = Interviewed

Certification Of Availability of Funds

This is to certify to the Mayor and Council of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

Resolution Date: 10/16/12
Resolution Number: 2012-176

Vendor: LEMAY LEMAY ERICKSON WILLCOX ARCH
11250 ROGER BACON DR
SUITE #16
RESTON, VA 20190

Contract: C2-00016 Lemay-Firehouse Architect

Account Number	Amount	Department Description
C-04-55-910-000-001	500,000.00	2010 CAPITAL ORDINANCE
Total	500,000.00	

Only amounts for the 2012 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer



TOWNSHIP OF WILLINGBORO

CC COPY

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

October 19, 2012

Lemay Erickson Willcox Architects
11250 Roger Bacon Drive
Suite #16
Reston, Virginia 20190

Re: Authorizing A Professional Service Contract with Lemay Erickson Willcox Architects for the Architectural and Engineering Services Associated with eh Construction of the New Fire and EMS Administration Building

Dear Sir or Madam;

Enclosed please find a copy of Resolution 2012-176, *Authorizing A Professional Service Contract with Lemay Erickson Willcox Architects for the Architectural and Engineering Services Associated with eh Construction of the New Fire and EMS Administration Building*, that was adopted by Willingboro Township Council on October 16, 2012, regarding the above subject matter.

Sincerely,

Sarah Wooding, RMC
Township Clerk

/ccm
Encl.

CC COPY

cc: Tom
Fire Chief
Duane
Architect
S.P.

Resolution No. 2012-176

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH LEMAY ERICKSON WILLCOX ARCHITECTS FOR THE ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE CONSTRUCTION OF THE NEW FIRE AND EMS ADMINISTRATION BUILDING

WHEREAS, the Township of Willingboro determined that it is appropriate to implement a fair and open process for the awarding of this contract for Architectural and Engineering Services for the Township's Fire and EMS Administration building; and

WHEREAS, on August 3, 2012, the Township of Willingboro publicly advertised on its official website a Request for Qualifications seeking applicants to provide architectural and engineering services for new construction for the addition of the Fire and EMS Administration Building located at 398 Charleston Road, Willingboro; and

WHEREAS, on August 22, 2012, the Township received statements of qualifications in a manner that fostered a fair and open process, utilizing the criteria and specific minimum requirements to meet the requirements of the Township; and

WHEREAS, upon its review of the statements of qualifications, the RFQ Review committee reviewed eight qualification statements; and subsequently determined to interview four vendors based upon their specialized experience in architectural services for fire and EMS station design; and

WHEREAS, interviews and presentations were conducted on Friday, September 28, 2012 and October 1, 2012; and

WHEREAS, on the basis of qualifications uniquely suited to the needs of the Township of Willingboro, the RFQ Review Committee recommended Lemay Erickson Willcox Architects of 11250 Roger Bacon Drive, Suite Number 16, Reston, Virginia 20190; and

WHEREAS, it is the intention of the Township to enter into a professional service agreement at a cost not to exceed Five Hundred thousand dollars (\$500,000.00); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, in open public session on this 16th day of October, 2012, that:

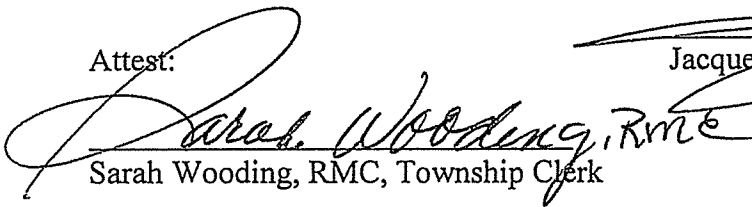
1. The Township hereby appoints Lemay Erickson Willcox Architects to provide architectural services for the Fire and EMS administration building new construction; and

2. The appointment is subject to the availability of funds and the continuing needs of the Township.

3. The mayor and Clerk are authorized to execute an agreement with Lemay Erickson Willcox Architects for the services outlined in the Request for Qualifications and the vendor's response thereto, subject to the review of the agreement by the Solicitor, and in accordance with the this resolution.

4. A copy of this resolution shall be provided to Lemay Erickson Willcox Architects, the Chief of the Fire Department, and Finance Director.

Attest:


Sarah Wooding, RMC, Township Clerk


Jacqueline Jennings, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Gordon				<input checked="" type="checkbox"/>
Deputy Mayor Ayer	<input checked="" type="checkbox"/>			
Mayor Jennings	<input checked="" type="checkbox"/>			

cc: Fire
Fire Chief
Deane
Architect
Sol.

Resolution No. 2012-176

A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING A PROFESSIONAL SERVICE CONTRACT WITH LEMAY ERICKSON WILLCOX ARCHITECTS FOR THE ARCHITECTURAL AND ENGINEERING SERVICES ASSOCIATED WITH THE CONSTRUCTION OF THE NEW FIRE AND EMS ADMINISTRATION BUILDING

COPY

WHEREAS, the Township of Willingboro determined that it is appropriate to implement a fair and open process for the awarding of this contract for Architectural and Engineering Services for the Township's Fire and EMS Administration building; and

WHEREAS, on August 3, 2012, the Township of Willingboro publicly advertised on its official website a Request for Qualifications seeking applicants to provide architectural and engineering services for new construction for the addition of the Fire and EMS Administration Building located at 398 Charleston Road, Willingboro; and

WHEREAS, on August 22, 2012, the Township received statements of qualifications in a manner that fostered a fair and open process, utilizing the criteria and specific minimum requirements to meet the requirements of the Township; and

WHEREAS, upon its review of the statements of qualifications, the RFQ Review committee reviewed eight qualification statements; and subsequently determined to interview four vendors based upon their specialized experience in architectural services for fire and EMS station design; and

WHEREAS, interviews and presentations were conducted on Friday, September 28, 2012 and October 1, 2012; and

WHEREAS, on the basis of qualifications uniquely suited to the needs of the Township of Willingboro, the RFQ Review Committee recommended Lemay Erickson Willcox Architects of 11250 Roger Bacon Drive, Suite Number 16, Reston, Virginia 20190; and

WHEREAS, it is the intention of the Township to enter into a professional service agreement at a cost not to exceed Five Hundred thousand dollars (\$500,000.00); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, in open public session on this 16th day of October, 2012, that:

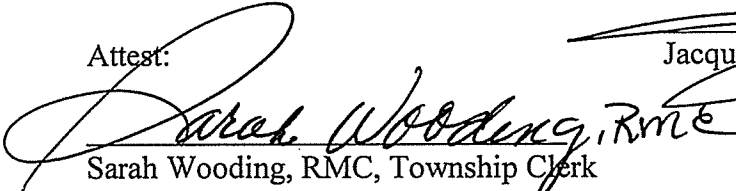
1. The Township hereby appoints Lemay Erickson Willcox Architects to provide architectural services for the Fire and EMS administration building new construction; and

2. The appointment is subject to the availability of funds and the continuing needs of the Township.

3. The mayor and Clerk are authorized to execute an agreement with Lemay Erickson Willcox Architects for the services outlined in the Request for Qualifications and the vendor's response thereto, subject to the review of the agreement by the Solicitor, and in accordance with the this resolution.

4. A copy of this resolution shall be provided to Lemay Erickson Willcox Architects, the Chief of the Fire Department, and Finance Director.

Attest:


Sarah Wooding, RMC, Township Clerk


Jacqueline Jennings, Mayor

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Campbell	<input checked="" type="checkbox"/>			
Councilman Gordon				<input checked="" type="checkbox"/>
Deputy Mayor Ayrer	<input checked="" type="checkbox"/>			
Mayor Jennings	<input checked="" type="checkbox"/>			

Memo

To: Joanne Diggs, Township Manager
From: Patti Conrad, Project Manager
Duane Wallace, Project Manager
Anthony J. Burnett, Chief of Department

CC: ✓ Sarah Wooding, Township Clerk
Greg Rucker, Director of Public Safety
Barbara Lightfoot, Finance Director
Michael Armstrong, Township Solicitor

OK 

Date: October 10, 2012

Re: ARCHITECTURAL & ENGINEERING SERVICES – TOWNSHIP'S NEW FIRE & EMS ADMINISTRATION BUILDING

On August 3, 2012 a Request for Qualifications (RFQ) was advertised on the Township of Willingboro's official website (www.willingboronj.gov) seeking applicants to provide architectural and engineering services for new construction of the main Township's Fire & EMS Administration Building located at 398 Charleston Road, Willingboro, NJ 08046. The advertised publication required all responses to be received in the Office of the Township Clerk no later than 12:00 PM Wednesday, August 22, 2012.

On Wednesday, August 22, 2012 at approximately 12:05 PM, Sarah Wooding, Township Clerk, opened eight (8) RFQs for review of architectural and engineering services for the new Fire & EMS Administration Building project (*see attached list*).

The RFQ Review Committee, consisting of Patti Conrad, Project Manager; Duane Wallace, Project Manager; and Anthony Burnett, Chief of Department, reviewed all eight (8) qualification statements and narrowed the submitted RFQs down to four (4) to be interviewed based upon their specialized experience in architectural services for Fire & EMS Station design.

Interviews and presentations were conducted on Friday, September 28, 2012 and Monday, October 1, 2012.

After careful review of the RFQs, interviews, and presentations it was determined by the RFQ Review Committee the following architect would be recommended to provide architectural services for the new Fire & EMS Administration Building:

Lemay Erickson Willcox Architects
11250 Roger Bacon Drive
Suite Number Sixteen
Reston, Virginia 20190
(703) 956-5600
www.lewarchitects.com

Lemay Erickson Willcox Architects met the requirements as outlined in the advertised Request for Qualifications.

**ARCHITECTURAL AND ENGINEERING SERVICES FOR THE
NEW TOWNSHIP'S MAIN FIRE AND EMS BUILDING**

Company	Address	POC	Telephone	Fax Number	Web / Email Address
Radey Associates Architects	100 Haddontowne Court, Cherry Hill, NJ 08034	Frank H. Radey III	(856) 428-5503	(856) 429-5775	www.radeyassociates.com
Garrison Architects	130 Presidential Blvd., Bala Cynwyd, PA 19004	Robert N. Garrison, Jr.	(610) 668-1880	(610) 667-5666	www.garrisonarch.com
Robert Mitchell	29 Thacher Pk. Rd., Voorheesville, NY 12186	Robert Mitchell	(518) 765-4571	(518) 765-2950	www.Mitchell-Architects.com
J. F. McKernan, Jr. Architects and Associates, LLC	100 Dobbs Lane, Suite 204 Cherry Hill, NJ	Joseph McKernan, Jr.	(856) 616-2960	(856) 616-2963	www.mckernanarchitects.com
Carlos Raul Rodriguez Architect	1961 Browning Road, Pennsauken, NJ 08110-2941	Carlos Rodriguez	(856) 663-0606	(856) 633-3216	crrarch@verizon.net
Lemay Erickson Willcox Architects	11250 Roger Bacon Drive, Suite Number 16, Reston, VA 20190	Paul Erickson / Christopher Kehde	(703) 956-5600	(703) 956-5601	www.lewarchitects.com
Walter A. Olt - Architect/Planner	36 Route 70 West, Suite 210, Marlton, NJ 08053	Walter Olt	(856) 983-1720	(856) 983-0045	arctec1@comcast.net
Olivieri, Shousky & Kiss, Pa, Architects & Land Planners	17 West Knight Avenue, Suite 200, Collingswood, NJ 08108	Jerry Blackman	(856) 854-0580	(856) 854-0993	www.olivieriarchitects.com

 = Interviewed

Certification Of Availability of Funds

This is to certify to the Mayor and Council of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

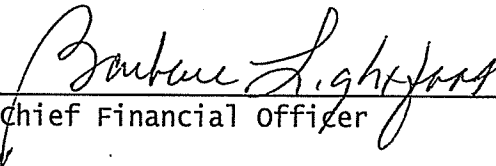
Resolution Date: 10/16/12
Resolution Number: 2012-176

Vendor: LEMAY LEMAY ERICKSON WILLCOX ARCH
11250 ROGER BACON DR
SUITE #16
RESTON, VA 20190

Contract: C2-00016 Lemay-Firehouse Architect

Account Number	Amount	Department Description
C-04-55-910-000-001	500,000.00	2010 CAPITAL ORDINANCE
Total	500,000.00	

Only amounts for the 2012 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

RESOLUTION NO. 2012--177
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 16th day of October, 2012 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of ___ in favor and ___ opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

- _____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- _____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- _____ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- _____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- _____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
- _____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- _____ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
- _____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

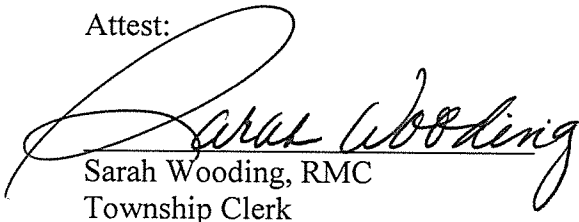
- _____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- _____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to:

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

cc: Jim

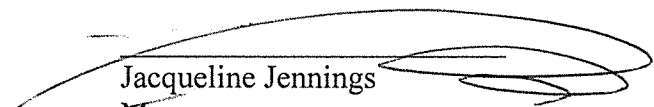
RESOLUTION NO. 2012--178

Authorizing the Approval of Vouchers for Payment & Ratification

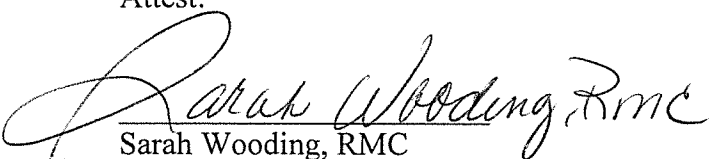
Whereas, Willingboro Township Council received the October 2012, Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 7th day of November, 2012, that the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

Be It Further Resolved that a copy of this resolution shall be forwarded to the Director of Finance for her information and attention.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Recorded Vote

- Councilman Anderson
- Councilman Campbell
- Councilman Gordon
- Deputy Mayor Ayrer
- Mayor Jennings

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>			
			<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			

cc: Fin.

RESOLUTION NO. 2012--179

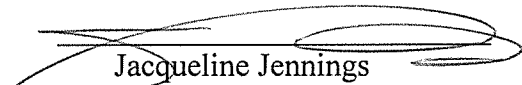
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments; and


WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of November 2012, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for their information, attention and compliance.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Campbell				✓
Councilman Gordon	✓			
Deputy Mayor Ayrer	✓			
Mayor Jennings	✓			

OVERPAYMENT FOR TAXES

HSBC (ATTN: REFUNDS DEPARTMENT)
1 CORELOGIC DRIVE
WESTLAKE, TX 76262
BLOCK 1003
LOT 134
39 NORTHAMPTON DRIVE
OVERPAYMENT TAXES

\$1,150.39

RESOLUTION NO. 2012---180
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 7th day of November, 2012 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 4 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

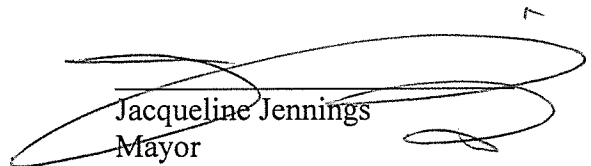
1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- X 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

- _____ 9. Any matter involving the employment, appointment, termination of employment, terms and conditions of employment and other categories set forth in N.J.S.A. 10:4-12b(8).
- _____ 10. Any deliberations occurring after a public hearing that may result in the imposition of specific civil penalty or the suspension of loss of a license or permit as set forth in N.J.S.A. 10:9-12b(9).

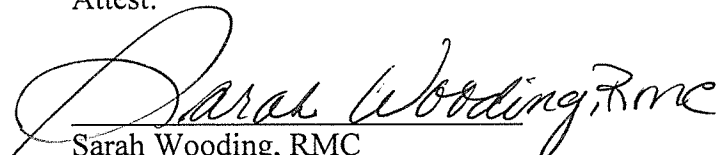
BE IT FURTHER RESOLVED that the general nature of the subject to be discussed relates to:

Contract negotiations

BE IT FURTHER RESOLVED that the time when and the circumstances under which the discussion conducted in closed session will be disclosed to the public, in accordance with N.J.S.A. 10:4-14, and to the extent that it is not inconsistent with N.J.S.A. 10:4-12.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

RESOLUTION NO. 2012--181


**A RESOLUTION AUTHORIZING THE MAYOR
AND CLERK TO SIGN AGREEMENT WITH
AFSCME**

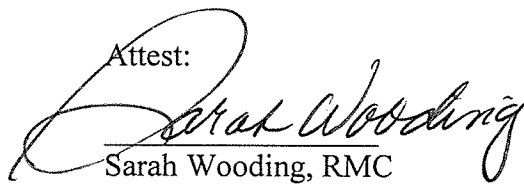
WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 71, Local 3827 and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of November, 2012, that:

- A. The attached collective negotiation agreement is approved, covering The period January 1, 2012 through December 31, 2015.
- B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the American Federation of State, County and Municipal Employees, AFL-CIO District Council 71, Local 3827.
- C. A copy of this resolution shall be submitted to the President of the AFSCME District Council 71, Local 3827 for their information and attention.


Jacqueline Jennings
Mayor

Attest:

Sarah Wooding, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	<input checked="" type="checkbox"/>			
Councilman Campbell				<input checked="" type="checkbox"/>
Councilman Gordon	<input checked="" type="checkbox"/>			
Dep. Mayor Ayrer	<input checked="" type="checkbox"/>			
Mayor Jennings	<input checked="" type="checkbox"/>			

COLLECTIVE BARGAINING AGREEMENT

Between

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFI

District Council 71

TOWN

F

January 1, 2012 - December 31, 2015

*As per Joanne she
will give me a new
Contract (AFME) copy*

11/8/12

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Military Leave	
Jury Leave	
Leave of Absence for Death in Family	
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In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. PREAMBLE:

1.1 This agreement entered into by the Township of Willingboro hereinafter referred to as the "Employer and the Local 3827 which is affiliated with Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be January 1, 2012, unless otherwise noted.

1.2 It shall be the mutual objective of the Union and the Township to provide for un-interrupted public services to the general public. The Union agrees that during the term of this Agreement, neither the Union, nor anyone acting on its behalf, will cause, authorize, support or take part in any strike, work stoppage, slowdown, walk-out, or other job action against the Township. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Union will actively discourage any strike, work stoppage, slowdown, walk-out or other job action against the Township.

1.3 Nothing contained in this Agreement shall be construed to limit or restrict the Township from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity for injunction or damages or both. Damages to the Township shall include any direct or indirect costs to the Township resulting from the job action or from the application for judicial relief.

1.4 Nothing contained in this Agreement shall be construed to limit or restrict the Union from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity.

1.5 The Township agrees that it will not engage in a lockout of the employees covered under this Agreement.

2. NON-DISCRIMINATION:

The Township and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination and without regard to political affiliation or membership or legitimate activity in the Union. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Union membership.

3. RECOGNITION OF BARGAINING UNIT:

3.1 The Employer recognized the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classification listed herein and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the laws of 1974, Chapter 123.

3.2 Updated titles in accordance with New Jersey Department of Civil Service Guidelines

3.3 Grade Classifications (NEW Section)

- A-2 Clerk
- A-4 Account Clerk
- Assessing Clerk
- Clerk Driver
- Clerk Typist
- Data Entry Machine Operator
- Permit Clerk
- Social Service Assistant/Typing
- Tax Clerk
- A-6 Building Maintenance Worker
- Omnibus Operator
- A-7 Crime Prevention Aide/Typing
- Recreation Aide
- Senior Account Clerk
- Senior Assessing Clerk
- Senior Cashier
- Senior Clerk Driver
- Senior Clerk Typist
- Senior Data Entry Machine Operator
- Senior Payroll Clerk
- Senior Police Records Clerk Transcriber
- Senior Permit Clerk
- Senior Tax Clerk
- Technical Assistant to Construction Code Official
- A-9 Building Maintenance Worker – Low Pressure License
- Machine Operator
- Principal Account Clerk
- Principal Assessing Clerk
- Principal Clerk Transcriber
- Principal Clerk Typist
- Principal Data Entry Machine Operator
- Principal Payroll Clerk
- Principal Permit Clerk
- Principal Tax Clerk

- A-10 Accounting Assistant
Administrative Clerk
Animal Control Officer
Recreation Leader
Senior Building Maintenance Worker
- A-12 Registrar of Vital Statistics
Supervisor of Criminal Information Records
- A-14 Animal Control Officer II
Code Enforcement Officer
Electrical Inspector/Plumbing Sub Code Official
Program Coordinator
Training Officer
- A-15 Recreation Supervisor
Senior Code Enforcement Officer
- A-17 Fire Official
Fire Prevention Specialist
Purchasing Agent

3.4 Specifically excluded are all other employees of the Township, including, but not limited to Department of Public Works employees, Managers, Executive or Confidential employees, including all employees in the Office of the Township Manager, the Office of the Township Clerk and the Office of the Municipal Court, Supervisors; Craft Employees; Police, Crossing Guards, Special Law Enforcement Officers and Casual Employees.

4. MANAGEMENT RIGHTS:

4.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it, now or hereafter, by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

4.1.1 The executive, management, legislative and administrative control of the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

4.1.2 To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

4.1.3 The right of management to make, maintain and amend any and all reasonable rules and regulations that the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township, or any Department or function thereof, after reasonable advance notice thereof to employees and to require compliance by the employees is recognized. Except in the case of an emergency, the Township agrees to provide the Union with a copy of any proposed rules and regulations, thirty [30] days before the implementation of the rules and regulations and to allow the Union to submit comments on the rules and regulations within the thirty [30] day period.

4.1.4 To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions of continued employment or assignment and to promote and transfer employees.

4.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided under New Jersey Civil Service Statutes, Rules and Regulations.

4.1.6 To layoff employees in the event of lack of work, or for budgetary reasons, under conditions where continuation of the employment would be inefficient or non-productive or beyond the appropriation included in the budget adopted by the Township Council.

4.1.7 The Township reserves the right, with regard to all other conditions of employment not otherwise reserved, to make such changes as it deems appropriate for the efficient and effective operation of the Township or any Department or function thereof.

4.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of the State of New Jersey and the United States.

5. GRIEVANCE PROCEDURE:

5.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

5.2. No settlement of a grievance arising under a provision of this Agreement shall be on terms which would violate any other provision of this Agreement, unless the parties agree in writing to waive the conflicting provision.

5.3. A day, as used in this Section on Grievance Procedure, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4. (Step 1) As to grievances, an aggrieved person must first reduce the grievances to writing and submit it to the appropriate Supervisor or Department Director within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance or within fifteen (15) calendar days of when the aggrieved person should have reasonably have known of its occurrence. The Supervisor or Department Director shall attempt to adjust the matter within seven (7) business days by meeting with the aggrieved person and shall render a decision in writing, within seven (7) days of the close of the meeting, with copies to the Township Manager and to the President of Local 3827 and to Council 71. The aggrieved person shall have the right to have a representative of the Union present for the meeting with the Supervisor or Department Director where the written grievance is to be considered by the Department Director.

5.5. (Step 2) If the aggrieved person is not satisfied with the decision rendered in Step 1 or if no decision is rendered within the time specified, it shall be presented to the Township Manager within seven (7) days after the decision is rendered after the expiration of the period provided for in 5.4 if no decision is rendered. The written grievance shall include the information set forth in 5.4 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Department Director and the President of Local 3827 and to Council 71. The Township Manager or designee shall meet with the aggrieved person and a representative of the Union in an attempt to adjust the matter within ten days (10) business, and shall render a decision in writing within ten days (10) business days of the meeting.

5.6 (Step 3) If the grievance remains unresolved, the District Council Representative may within fifteen (15) working days after the written reply of the Township Manager, submit the grievance in writing to arbitration, with a copy to Employer. The Union and Employer can mutually agree upon a longer time period within which to adjust the grievance prior to proceeding to arbitration.

5.7. A grievance that does not address an issue affecting a specific employee shall be presented, by the Union, in writing, directly to the Township Manager. The timetable shall be the same as set forth in 5.4.

5.8 In the event the aggrieved elects to pursue remedies available through Civil Service, EEO or Civil Rights Complaint procedures, the grievance shall be canceled and the matter withdrawn from this procedure. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

6. DISCIPLINARY PROCEEDINGS:

6.1. Any disciplinary action shall be on an individual employee basis in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

6.2. Written notice of proposed disciplinary action shall be provided to the employee in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations, with a copy provided to AFSCME Council 71 and to the President of Local 3827 within two [2] business days after the notice has been issued.

6.3. Any appeal of disciplinary action shall be in accordance with the grievance procedure established in this Agreement until final disciplinary action has been taken by the Township Manager. Any appeals from the decision of the Township Manager shall be as provided by applicable New Jersey Civil Service Statutes, Rules and Regulations.

6.4 (A) A progressive disciplinary process will be followed in cases involving all violations. The following may be used for the purpose of progressive corrective/disciplinary action:

- Counseling
- Oral Warning (Form)
- Written Warning – Can be removed from file in six months
- Written Reprimand
- Suspension – five (5) days or less
- Suspension – six (6) days or more
- Demotion
- Termination

6.4 (B) However, the Union acknowledges that progressive discipline shall not prevent the Township, in its sole determination, from taking appropriate disciplinary action in cases involving major violations of standards, rules and guidelines, subject to the employee's hearing and appeal rights. Furthermore, the Union acknowledges that the Township has the authority under civil service rules to immediately suspend an employee pending a hearing in accordance with Civil Service.

7. EMPLOYEE RIGHTS AND RESPONSIBILITIES:

7.1. An employee shall be entitled to Union representation at each and every formal step of the grievance procedure set forth in this Agreement. A formal step of the grievance procedure shall be defined as any step after the department head level.

7.2 An employee shall be entitled to Union representation at each and every formal step of a disciplinary hearing. A formal step of a disciplinary hearing shall be defined as any step after the employee is served with a written Notice of Proposed Disciplinary Action.

7.3 An employee shall be entitled to review any records or documents which the Township intends to be used in any disciplinary proceeding against the employee. With written authorization from the employee, the Union representative shall have the right to review and receive copies of the records or documents which the Township intends to be used in any disciplinary proceeding against the employee. There shall be no right on the part of the employee or the Union to review any records or documents of other employees without the specific written authorization of the employee whose records are to be reviewed or which are not intended to be used by the Township in any disciplinary proceeding against the subject employee. The employee and/or the Union shall provide the Township with copies of any records or documents intended to be used by or on behalf of the employee in any disciplinary proceeding. The exchange of the records or documents shall take place at least five [5] days prior to any disciplinary hearing before the Township Manager or the designee of the Township Manager.

7.4 No employee shall be required by the Township and/or its agents to submit to an interrogation which may reasonably lead to disciplinary action unless the employee is afforded the opportunity of Union representation.

7.5 No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Township agree to their use, prior to such meeting, in writing. Any use of a recording device to record a conversation, meeting or other interaction with another Township employee or official without the consent of all persons present shall constitute good cause for immediate termination of employment of the party or parties involved in the recording.

7.6 An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his/her rights under this agreement.

7.7 An employee shall have the right to review his or her personnel records at all times, provided that requests for the review are made at reasonable intervals.

8. SENIORITY:

8.1. Seniority is defined as an employee's total length of service with the Township, beginning with his/her most recent date of hire. Part-time employees with continuous service to the Township, who have become full-time employees, will have their part-time service pro-rated.

8.2. If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.

8.3. The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Union upon reasonable request.

8.4. Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time, the employee with the most seniority shall receive a preference.

8.5. Whenever decisions are required to be made between two or more employees with respect to demotions [other than disciplinary], layoffs and recalls, the Township shall follow the procedures established in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

8.6. The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

9. JOB POSTING:

9.1. All vacancies or all newly-created positions, will be posted on a designated bulletin board for ten [10] days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.

9.2. The Township will post a notice within five [5] days after filling the vacancy or newly-created position with the name of the individual selected.

10. SALARY:

Salary Chart Effective July 1, 2013 – December 31, 2015

Position #	GRADE LEVEL										
	2	4	6	7	9	10	12	14	15	16	17
1	31,200	32,200	34,400	35,700	38,300	39,900	42,900	46,000	48,000	49,000	52,000
2	31,824	32,844	35,088	36,414	39,066	40,698	43,758	46,920	48,960	49,980	53,040
3	32,460	33,501	35,790	37,142	39,847	41,512	44,633	47,858	49,939	50,980	54,101
4	33,110	34,171	36,506	37,885	40,644	42,342	45,526	48,816	50,938	51,999	55,183
5	33,772	34,854	37,236	38,643	41,457	43,189	46,436	49,792	51,957	53,039	56,286
6	34,447	35,551	37,980	39,416	42,286	44,053	47,365	50,788	52,996	54,100	57,412
7	35,136	36,262	38,740	40,204	43,132	44,934	48,312	51,803	54,056	55,182	58,560
8	35,839	36,988	39,515	41,008	43,995	45,833	49,279	52,840	55,137	56,286	59,732
9	36,556	37,727	40,305	41,828	44,875	46,749	50,264	53,896	56,240	57,411	60,926
10	37,287	38,482	41,111	42,665	45,772	47,684	51,269	54,974	57,364	58,560	62,145
11	38,033	39,252	41,933	43,518	46,687	48,638	52,295	56,074	58,512	59,731	63,388
12	38,793	40,037	42,772	44,388	47,621	49,611	53,341	57,195	59,682	60,925	64,655
13	39,569	40,837	43,628	45,276	48,574	50,603	54,408	58,339	60,876	62,144	65,949
14	40,361	41,654	44,500	46,182	49,545	51,615	55,496	59,506	62,093	63,387	67,268
15	41,168	42,487	45,390	47,105	50,536	52,647	56,606	60,696	63,335	64,654	68,613
16	41,991	43,337	46,298	48,047	51,547	53,700	57,738	61,910	64,602	65,948	69,985
17	42,831	44,204	47,224	49,008	52,578	54,774	58,893	63,148	65,894	67,266	71,385
18	43,688	45,088	48,168	49,989	53,629	55,870	60,070	64,411	67,212	68,612	72,813
19	44,561	45,990	49,132	50,988	54,702	56,987	61,272	65,699	68,556	69,984	74,269
20	45,453	46,909	50,114	52,008	55,796	58,127	62,497	67,013	69,927	71,384	75,754
21	46,362	47,848	51,117	53,048	56,912	59,289	63,747	68,354	71,325	72,811	77,269
22	47,289	48,804	52,139	54,109	58,050	60,475	65,022	69,721	72,752	74,268	78,815
23	48,235	49,781	53,182	55,191	59,211	61,685	66,323	71,115	74,207	75,753	80,391
24	49,199	50,776	54,245	56,295	60,395	62,918	67,649	72,537	75,691	77,268	81,999
25	50,183	51,792	55,330	57,421	61,603	64,177	69,002	73,988	77,205	78,813	83,639
26	51,187	52,828	56,437	58,570	62,835	65,460	70,382	75,468	78,749	80,390	85,312
27	52,211	53,884	57,566	59,741	64,092	66,769	71,790	76,977	80,324	81,997	87,018

10.1 It is the intention of this Agreement to provide an increase in the annual salary for all titles covered by this Agreement for the duration of this contract.

10.1(a) On July 1, 2013 you will be placed in a position number which will reflect a minimum Two Percent (2%) increase. Thereafter on July 1st of each year of this agreement you will advance to the next position number.

10.2 Any retroactive salary adjustments provided by this Agreement shall be paid within sixty [60] days after ratification and execution of this Agreement by the parties.

10.3 All annual salaries, as represented on the salary schedule, reflect the annual salary which is divided by the number of paydays in the year to obtain the amount due for each pay period. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above, by 1820 for 35 hour per week employees and by 2080 for 40 hour per week employees.

10.3(a) In the event an employee is promoted to a higher grade, he or she shall receive a base salary that is at least One Thousand Eight Hundred Dollars (\$1,800) greater than his or her previous base salary.

10.4 The payroll for hourly employees will be based on payroll records submitted to the Township Treasurer two [2] weeks in advance of the payday. Any payroll adjustments, including overtime, shall be on the second payday after the records authorizing the adjustment are provided to the Township Treasurer.

10.5 At the signing of this agreement all full-time members of the bargaining unit shall receive a one-time bonus payment in the sum of Seven Hundred Dollars (\$700.00). Part time union members shall receive Three Hundred Fifty Dollars (\$350.00). Payment shall be made no later than thirty (30) days after the signing of this agreement by and between both parties, the Township of Willingboro and the Union. This payment shall not be added to the base salary of bargaining unit members.

11. HOLIDAYS:

11.1 The following days shall be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

11.2 Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday, except for New Year's Day. In the event that New Year's Day shall fall on a Saturday, it shall be observed on the immediately following Monday, to ensure that the day of observance falls into the same calendar year as the holiday.

11.3 If a holiday is observed while a full-time employee is on paid annual leave status, the employee will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave and is absent on the day of the holiday, the employee shall receive the paid holiday and the day so used shall not be charged against sick leave.

11.4 If a permanent full-time employee works on any of the scheduled holidays set forth in the agreement, that employee shall receive the holiday pay in addition to the regular pay earned.

11.5 Permanent part-time employees will receive a pro-rata share of holiday time, based on the number of hours that the employee would have been regularly scheduled to work on the specific holiday. A permanent part-time employee not regularly scheduled to work on the specific

holiday will not receive any holiday pay for that holiday. It is the intention of this provision that a permanent part-time employee shall not suffer the loss of pay as the result of a holiday falling on a day on which the permanent part-time employee is regularly scheduled to work.

11.6 Members of the Animal Control Unit who are scheduled to work on Easter Sunday may exchange that scheduled work day for the Good Friday Holiday, so that they may work on Good Friday and have Easter Sunday as the Holiday.

12. VACATION LEAVE:

The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

12.1 For employees on a thirty-five [35] hour per week schedule:

Eighty-four hours	First Year of employment, pro-rated
One hundred five hours	Second through, including the seventh year of employment
One hundred twenty-six hours	Eighth through, including the twelfth year of employment
One hundred sixty-one hours	Thirteenth year of employment and thereafter
One hundred seventy-five hours	Eighteenth year of employment and thereafter

12.2 For employees on a forty hour [40] per week work schedule:

Ninety-six hours	First year of employment, pro-rated.
One hundred twenty hours	Second through, including the seventh year of employment
One hundred forty-four hours	Eighth through, including the twelfth year of employment
One hundred eighty-four hours	Thirteenth year of employment and thereafter
Two hundred hours	Eighteenth year of employment and thereafter

12.3 During the first year of employment an employee shall earn vacation leave on pro-rated basis.

12.4 Earned vacation leave for one [1] calendar year must be used during that same year. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. Nothing herein shall be deemed to require the Township Manager to approve any request to carry over vacation time.

12.5. An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.

13. SICK LEAVE:

13.1. Sick leave herein is defined to mean absence from duty of an employee because of personal illness, accident, exposure to a contagious disease, or illness of an immediate family member which requires the employee to remain at home to care for that immediate family member.

13.2 The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

13.2.1 Employees who work a thirty-five [35] hour week shall be entitled to one hundred and five hours annually.

13.2.2 Employees who work a forty [40] hour week shall be entitled to one hundred twenty hours annually.

13.2.3 During the first year of employment an employee shall earn sick leave on pro-rated basis.

13.3 Unlimited, unused sick leave may be accumulated from year to year subject to the terms of this Agreement.

13.4 Sick leave benefits shall be paid for work hours absent based upon the individual employee's regular straight time hourly rate.

13.5 It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

13.5.1 Employees shall be entitled to family leave benefits as provided by the Family and Medical Leave Act [FMLA]. As part of the Township's Family leave policy, employees may be permitted to use sick leave to care for an immediate family member who is unable to care for himself or herself due to a medically verifiable disabling disease. An immediate family member is defined as a spouse, parent, child or a person residing with the member and is dependent upon the member.

13.6 A doctor's certificate may be required at the Township's option as a condition for payment of sick leave whenever it appears reasonable, to include but not limited to the following:

[1] an employee is absent for three [3] consecutive days, or;

[2] an employee is absent on the last scheduled work day before or the first scheduled work day after a holiday. The cost of the doctor's certificate shall be the responsibility of the employee.

13.7 Abuse of sick leave shall be cause for disciplinary action. An employee is absent in excess of ten [10] days in eight [8] consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the absence has reached eight [8] days within the eight [8] consecutive month period.

13.8 In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.

13.9 The Township may require an employee who has been absent because of personal illness, as a condition of his or her return to work, to be examined at the expense of the Township, by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his or her job without jeopardizing the health of the employee or the health of other employees.

13.10 Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that it is not covered by medical insurance.

14. SICK LEAVE INCENTIVE:

Any employee, who shall use less than four [4] days or its hourly equivalent of sick leave in any year, shall receive:

- (a) A cash payment in the amount of three day's pay not to exceed Five Hundred Dollars (\$500.00) payable within sixty days after the end of the calendar year for which the incentive was earned.
- (b) An additional three (3) personal days [or its hourly equivalent] which shall vest in the employee on the first day following the year in which it was earned and must be used within the same calendar year.

If the employee elects to receive the days instead of the cash payment, then two [2] of the days shall require seventy-two [72] hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice.

15. WORKER'S COMPENSATION SUPPLEMENTAL PAY:

For an employee who incurs a job related injury qualifying for worker's compensation payments, the Township will continue to pay a member the member's base salary while the member is receiving worker's compensation benefits, provided the member assigns over to the Township any worker's compensation proceeds received or to which the member may be entitled, not to include case settlements. This protection shall continue in effect only while the member is receiving worker's compensation benefits, or for the period set forth below, whichever is less:

15.1. The Township shall continue the full salary for a period of one [1] year. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.2 Employees who remain on leave due to an on-the-job-injury beyond the time limits established above shall receive payments through the Township that are equal to the benefit amount provided by Worker's Compensation Insurance, provided the employee continues to be eligible for such insurance payments.

16. PAYMENT OF ACCUMULATED SICK LEAVE:

16.1 Payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty [50] days of accumulated sick leave; or seventy [70%] percent of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed fifteen thousand (\$15,000).

16.2 The payment shall be made in a lump sum payment within thirty [30] days after the date of retirement or the Township and the retiring member may enter into an agreement, for the Township to make the payment required herein over a period of not more than three [3] years. In the event of an agreement for the payments to be made more than three [3] year period, the payment shall be made in three installments with the first payment of one-third [1/3] of the amount due to be paid by the second pay after the date of retirement or, as to a deceased employee, within thirty [30] days after the date of death; the second payment of an additional one-third [1/3] of the amount due shall be paid on the first annual anniversary of the date of retirement or the date of death; the third and final payment of the remaining balance shall be paid on the second anniversary of the date of retirement or the date of death. The second annual payment shall include an additional amount representing interest on the unpaid principal balance from the date of retirement or the date of death to the date of the second annual payment. That interest shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of retirement or the date of death. The third and final payment shall include an additional amount representing interest on the unpaid principal balance remaining after the second annual payment and shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction after the date of the second annual payment.

16.3 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or by the Division of Pensions.

16.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

17. MILITARY LEAVE:

The Township agrees to provide all employees with military leave as required by New Jersey Civil Service Statutes, Rules and Regulations, Federal and State Law.

18. JURY LEAVE:

A regular full-time employee who loses time from his or her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township the difference between his or her daily base rate of pay, up to a maximum of eight [8] hours and the daily jury fee, provided that the employee [a] has notified his or her Department Head immediately upon receipt of a summons for jury duty; [b] the employee has not voluntarily sought jury service; [c] the employee is not attending jury duty during vacation and/or other time off from Township employment; [d] the employee submits adequate proof of the time served on the jury duty and the amount received for the service. If on any given day an

employee is attending jury duty and he or she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 Noon on that day in order to receive pay for that day.

19. LEAVE OF ABSENCE FOR DEATH IN FAMILY:

An employee will be allowed the following time off in the case of the death of:

19.1 Father, Mother, Grandfather, Grandmother, Spouse, Son, Daughter, Brother, Sister, Grandchild, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, or a person residing with the member and is dependent upon the member, from day of death up to the equivalent of one [1] work week.

19.2 Employees who need additional time beyond that provided in Section 19.1 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time.

19.3 Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, Cousin of the first degree, the Day of Burial.

19.4 Employees who need additional time beyond that provided in Section 19.3 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time subject to the approval of the Department Director.

20. UNIFORMS:

Maintenance employees and Animal Control Officers shall be provided with uniforms by the Township as follows:

20.1 Each full-time maintenance employee shall be provided with five [5] uniforms. Part-time maintenance employees shall be provided with a number of uniforms equal to the number of days that they are regularly scheduled to work in each week. It shall be the responsibility of the employee to provide reasonable and ordinary care of the uniform.

20.2 The Township shall provide full-time Animal Control Officers with five [5] uniforms. Part-time Officers shall be provided with the number of uniforms equal to the number of days that they are regularly scheduled to work in each week. Animal Control Officers shall be responsible for cleaning and repair of the uniforms by the Township. It shall be the responsibility of the Officers to provide reasonable and ordinary care of the uniform. The Township shall provide full-time Officers with a sixty [\$60] dollars per month allowance for expenses incurred cleaning and maintaining uniforms. Payments shall be made annually. The payment shall be prorated for part-time Officers. No payments shall be made for any MONTH during which the individual does not work at least the equivalent of one [1] week.

20.3 No Township uniform shall be worn by an employee except when actually on duty or when en route to report for duty or returning home after duty.

21. COMPENSATORY TIME:

21.1 Compensatory time may be allowed with the agreement of the Township and the employee. Authorization by the Township shall be approved by the Township Manager, or designee, in accordance with procedures established by the Township Manager.

21.2 Compensatory time may be accumulated in accordance with the Fair Labor Standards Act, as applicable to municipalities, provided that the accumulation has been approved by the Township Manager.

21.3 In the event that compensatory time is not approved, the employee will be paid for the authorized time actually worked at either straight time or overtime rates as provided in this Agreement.

21.4 Accumulated compensatory time may be utilized within the year in which it was earned upon prior written request and approval of the Township Manager, or designee, in accordance with procedures established by the Township Manager. Approval will be based upon the needs of the Township and will not be granted in the event there is insufficient staffing or additional cost will be incurred.

21.5 Where an employee has been unable to use compensatory time within the year in which it has been earned, due to the scheduling needs of the Township, the employee may carry over the remaining, unused compensatory time in to the next calendar year or, at the option of the Township, shall be paid for the unused compensatory time. Any time carried over under this provision shall be used no later than March 31.

22. HOURS OF WORK AND OVERTIME PAY:

22.1. All clerical and administrative employees work a five-[5] day, thirty-five [35] hour work week. Building Maintenance personnel and Animal Control Officers work a forty [40] hour work week.

22.2 Lunch Periods and Breaks:

22.2.1 Each employee shall be entitled to a one [1] hour per day lunch period without pay except for those employees who are "on call" during their entire shift and who are required to have their lunch while "on call".

22.2.2 Employees who are "on call" are classified as forty [40] hour work week employees and are paid for the lunch period.

22.2.3 Employees on a lunch period shall be recalled to duty during that lunch period only in the event of an emergency necessity.

22.2.4 Employees shall also be entitled to two [2] fifteen [15] minute breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.

22.3 Overtime pay shall be provided, as required by law.

22.3.1 Administrative and Clerical Employees. Overtime will be paid at the rate of straight time for hours worked in excess of thirty-five [35] hours per week up to forty [40] hours per week, and at the rate of time and one-half [1.5] for all hours worked in excess of forty [40] hours per week.

22.3.2 Building Maintenance Employees and Animal Control Officers. Overtime will be paid at the rate of time and one-half [1.5] for all hours worked in excess of forty [40] hours per week.

22.4 No overtime pay shall be earned except where authorized in advance by the Township Manager, or designee, in accordance with procedures established by the Township Manager. No employee shall be entitled to authorize his or her own overtime or compensatory time.

22.5 The Township shall make a reasonable effort to distribute overtime fairly among qualified employees within the same classification and within the same department. Where the overtime work falls within the job classification, training and skills of more than one employee in a particular department, the overtime opportunities shall be rotated between those employees on a seniority basis. An employee who declines an offered overtime opportunity shall rotate to the bottom of the list, just as if that employee had accepted the overtime opportunity.

22.6 The Township shall provide to the Union, upon reasonable request, a list of employees showing overtime worked. The Union shall be entitled to such a listing on a not more than semi-annual basis.

22.7 Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

22.8 All paid time off [such as vacation time, holidays and sick time] shall be considered time worked, for the purpose of computing overtime pay.

22.9 An employee called in to work when not regularly scheduled to work shall be guaranteed at least two hours work.

22.10 Employees assigned to the animal control unit shall be allowed one-half hour at the end of the shift to clean the van and to complete necessary paperwork.

22.11 In the absence of an emergency, the Township shall provide ten [10] days advance notice to any employee whose schedule is being modified.

23. TRAINING PROGRAMS:

The Township recognizes the value of training programs for employees and will provide employees with the opportunity for job related training at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training program and expenditures shall be subject to review and approval by the Township Manager. An employee request for participation in a training program shall be submitted through the Department Head to the Township Manager. Employees enrolled

in job-related courses on a, for credit basis may be eligible for tuition payments as will be provided in the Township's Personnel Policies and Procedures.

24. REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY:

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses damaged in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate Supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed One Hundred Twenty-Five [\$125] dollars, for the replacement of prescription eye-glasses.

25. INSURANCE:

There shall be provided for all members, in addition to required Workers Compensation Insurance, the following insurance:

25.1. Health, Prescription and Dental Insurance in accordance with the rules and regulations stated in Chapter 78, P.L. 2011.

25.2. The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund, so long as equal or better benefits are provided. Employees shall be responsible for payment of any premium share contribution that is required by law. Prior to any change in plans or carriers, the Township shall notify the President of the Union and AFSCME Council 71. The Township shall review and discuss any proposed changes with the Union. In the event that the Union determines to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen [15] calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

25.3 A member who retires from the department after completing 25 years of full time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty percent (50%) of the total cost up to and including the Husband and Wife Plan. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan. A member who elects to utilize the Family Plan will be responsible for the difference between that plan and the Husband & Wife Plan. A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed the above noted amount annually. If a member drops his or her Township coverage he or she may return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

26. INSURANCE BUY-BACK:

26.1 The Township agrees to make a payment to qualified employees who elect to waive their rights to certain insurance coverage provided by the Township. Qualifications are determined by SHBP regulations. The payment will be on a calendar year basis and will be paid with the first pay in February and will be paid to those employees who have filed a waiver of coverage with the Township Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall be as noted below or 50 percent (whichever is less) of the premium for the waived insurance coverage. An employee who waives his or her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period or in the case of a life altering event. At that time the employee shall make application to do so and reimburse the Township the pro-rated portion of any unearned portion of the waiver payment previously received. The amount of payment shall be in compliance with NJSA4A:10-17.1 and State Health Plan Rules and Regulations.

27. UNION VISITATION & BUSINESS:

27.1. A properly designated representative of AFSCME Council 71, when arriving on the Township's premises, shall first report his/her presence to the Township Manager or the Deputy Township Manager. The Union Representative shall be provided with a reasonable time for the visitation, provided that the time requests do not interfere with the operations of the Township or unreasonably impair the ability of the Township employees to complete their job assignments on a timely basis.

27.2. The Township will provide release time, up to the equivalent of fifteen [15] days; one hundred and five [105] hours to be shared between a maximum of two (2) persons as designated by the President of the Union for the purpose of attending Union conventions and meetings or for the conduct of Union business.

27.3. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Union representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at a mutually convenient time, provided that the scheduling does not involve any violation of legal requirements for the scheduling.

27.4 Whenever any member is required by the Union to attend negotiations, grievance hearings, or disciplinary proceedings, affecting AFSCME bargaining unit members, such employees shall suffer no loss in regular pay nor be charged benefit time (personal, sick, vacation etc.).

27.5 Labor Management Committee - A Labor/Management Committee consisting of the Township and the Union shall be set up for the purpose of reviewing issues of common interest. The Committee's meetings are not intended to by-pass the grievance procedure, nor be considered collective negotiations meetings, but rather are intended as a means of fostering good employment relations through communications between parties.

Either party may request a meeting with the other and shall submit a written agenda of topics to be discussed no less than seven (7) days prior to meeting.

28. NOTIFICATION TO THE UNION OF PROPOSED LAYOFFS:

28.1 In the event that the Township determines that any layoffs of members of the bargaining unit are required, the Township will provide notice of any proposed layoffs to the Union at least thirty [30] days in advance of the effective date of any proposed layoffs, in accordance with New Jersey Civil Service Statutes, Rules and Regulations.

29. PAYROLL DEDUCTION OF UNION DUES:

29.1 The Township agrees to deduct the dues of members of the Union from the wages due to those members in accordance with a certification provided to the Township's Treasurer and signed by the President and Treasurer of the Union setting forth the amount of the dues and the names of the members of the Union. The Union agrees that any changes in the membership of the Union by adding new members or by deleting existing members and any changes in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township's Treasurer and that such certification shall be provided within fifteen [15] days of the change. The Township shall be under no obligation with respect to any changes in the membership or the amount of the dues until the first payroll occurring fifteen [15] days after the certification is provided to the Township's Treasurer.

29.2. Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of *N.J.S.A. 34:13A-5.5* to deduct from the wages due to non member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a Representation Fee in Lieu of Dues for services rendered by the Union in an amount equivalent to eighty-five [85%] percent of the regular membership dues, initiation fees and assessments charged by the Union to its own members. The procedures set forth in Section 30.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

30. FULL UNDERSTANDING AND PAST PRACTICES:

No reference to any past practices shall be used to contravene or to modify the provisions of this Agreement. The parties agree that in the event that Federal or State Legislation is passed, which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation on the terms of this Agreement.

COPY

RESOLUTION NO. 2012--181

A RESOLUTION AUTHORIZING THE MAYOR AND CLERK TO SIGN AGREEMENT WITH AFSCME

WHEREAS, the American Federation of State, County and Municipal Employees, AFL-CIO, District Council 71, Local 3827 and the Township of Willingboro have concluded collective labor negotiations; and

WHEREAS, it is appropriate to formally authorize the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 7th day of November, 2012, that:

- A. The attached collective negotiation agreement is approved, covering The period January 1, 2012 through December 31, 2015.
B. The Mayor and Clerk are hereby authorized and directed to execute on behalf of the Township, after the agreement has been formally signed by the appropriate officers of the American Federation of State, County and Municipal Employees, AFL-CIO District Council 71, Local 3827.
C. A copy of this resolution shall be submitted to the President of the AFSCME District Council 71, Local 3827 for their information and attention.

Jacqueline Jennings
Mayor

Attest: Sarah Wooding, RMC
Township Clerk

Table with 5 columns: Recorded Vote, Yes, No, Abstain, Absent. Rows include Councilman Anderson, Councilman Campbell, Councilman Gordon, Dep. Mayor Ayer, and Mayor Jennings.

COLLECTIVE BARGAINING AGREEMENT

Between

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

District Council 71, Local 3827

And The

TOWNSHIP OF WILLINGBORO

For The Period

January 1, 2012 - December 31, 2015

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In consideration of the mutual promises contained herein, it is hereby agreed as follows:

1. PREAMBLE:

1.1 This agreement entered into by the Township of Willingboro hereinafter referred to as the "Employer and the Local 3827 which is affiliated with Council 71 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment. The effective date of this contract shall be January 1, 2012, unless otherwise noted.

1.2 It shall be the mutual objective of the Union and the Township to provide for un-interrupted public services to the general public. The Union agrees that during the term of this Agreement, neither the Union, nor anyone acting on its behalf, will cause, authorize, support or take part in any strike, work stoppage, slowdown, walk-out, or other job action against the Township. Participation in any of the above shall be deemed grounds for disciplinary action up to and including termination of employment. The Union will actively discourage any strike, work stoppage, slowdown, walk-out or other job action against the Township.

1.3 Nothing contained in this Agreement shall be construed to limit or restrict the Township from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity for injunction or damages or both. Damages to the Township shall include any direct or indirect costs to the Township resulting from the job action or from the application for judicial relief.

1.4 Nothing contained in this Agreement shall be construed to limit or restrict the Union from its right to seek and obtain any judicial relief as it may be entitled to have in law or in equity.

1.5 The Township agrees that it will not engage in a lockout of the employees covered under this Agreement.

2. NON-DISCRIMINATION:

The Township and the Union agree that all provisions of this Agreement shall be applied equally to all employee members of the Union in compliance with applicable law against discrimination and without regard to political affiliation or membership or legitimate activity in the Union. All references in this Agreement to employees of the male gender have been used for convenience only and shall be construed to include both male and female employees. All references to "employee" or "member" shall mean those individuals included within the bargaining unit for the purposes of this contract without regard to actual Union membership.

3. RECOGNITION OF BARGAINING UNIT:

3.1 The Employer recognized the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classification listed herein and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating, the rights of employees as established by the laws of 1974, Chapter 123.

3.2 Updated titles in accordance with New Jersey Department of Civil Service Guidelines

3.3 Grade Classifications (NEW Section)

- A-2 Clerk
- A-4 Account Clerk
 - Assessing Clerk
 - Clerk Driver
 - Clerk Typist
 - Data Entry Machine Operator
 - Permit Clerk
 - Social Service Assistant/Typing
 - Tax Clerk
- A-6 Building Maintenance Worker
 - Omnibus Operator
- A-7 Crime Prevention Aide/Typing
 - Recreation Aide
 - Senior Account Clerk
 - Senior Assessing Clerk
 - Senior Cashier
 - Senior Clerk Driver
 - Senior Clerk Typist
 - Senior Data Entry Machine Operator
 - Senior Payroll Clerk
 - Senior Police Records Clerk Transcriber
 - Senior Permit Clerk
 - Senior Tax Clerk
 - Technical Assistant to Construction Code Official
- A-9 Building Maintenance Worker – Low Pressure License
 - Machine Operator
 - Principal Account Clerk
 - Principal Assessing Clerk
 - Principal Clerk Transcriber
 - Principal Clerk Typist
 - Principal Data Entry Machine Operator
 - Principal Payroll Clerk
 - Principal Permit Clerk
 - Principal Tax Clerk

- A-10 Accounting Assistant
Administrative Clerk
Animal Control Officer
Recreation Leader
Senior Building Maintenance Worker
- A-12 Registrar of Vital Statistics
Supervisor of Criminal Information Records
- A-14 Animal Control Officer II
Code Enforcement Officer
Electrical Inspector/Plumbing Sub Code Official
Program Coordinator
Training Officer
- A-15 Recreation Supervisor
Senior Code Enforcement Officer
- A-17 Fire Official
Fire Prevention Specialist
Purchasing Agent

3.4 Specifically excluded are all other employees of the Township, including, but not limited to Department of Public Works employees, Managers, Executive or Confidential employees, including all employees in the Office of the Township Manager, the Office of the Township Clerk and the Office of the Municipal Court, Supervisors; Craft Employees; Police, Crossing Guards, Special Law Enforcement Officers and Casual Employees.

4. MANAGEMENT RIGHTS:

4.1 The Township hereby retains and reserves unto itself, without limitation, all powers, rights, authorities, duties and responsibilities conferred upon and vested in it, now or hereafter, by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

4.1.1 The executive, management, legislative and administrative control of the Township government and its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Township.

4.1.2 To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.

4.1.3 The right of management to make, maintain and amend any and all reasonable rules and regulations that the Township may, from time to time, deem best for the purposes of maintaining order, safety and/or the effective operation of the Township, or any Department or function thereof, after reasonable advance notice thereof to employees and to require compliance by the employees is recognized. Except in the case of an emergency, the Township agrees to provide the Union with a copy of any proposed rules and regulations, thirty [30] days before the implementation of the rules and regulations and to allow the Union to submit comments on the rules and regulations within the thirty [30] day period.

4.1.4 To hire all employees, and, subject to the provisions of law, to determine their qualifications and the conditions of continued employment or assignment and to promote and transfer employees.

4.1.5 To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause as provided under New Jersey Civil Service Statutes, Rules and Regulations.

4.1.6 To layoff employees in the event of lack of work, or for budgetary reasons, under conditions where continuation of the employment would be inefficient or non-productive or beyond the appropriation included in the budget adopted by the Township Council.

4.1.7 The Township reserves the right, with regard to all other conditions of employment not otherwise reserved, to make such changes as it deems appropriate for the efficient and effective operation of the Township or any Department or function thereof.

4.2 In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitutions and laws and administrative codes of the State of New Jersey and the United States.

5. GRIEVANCE PROCEDURE:

5.1. A grievance, as used in this Agreement, is defined as an alleged breach, misinterpretation or misapplication of terms of this Agreement. Matters within the jurisdiction of the Department of Civil Service, including but not limited to suspensions, reduction in rank, discharges or any other administrative action affecting the classification or status of an employee, are not subject to the grievance procedure.

5.2. No settlement of a grievance arising under a provision of this Agreement shall be on terms which would violate any other provision of this Agreement, unless the parties agree in writing to waive the conflicting provision.

5.3. A day, as used in this Section on Grievance Procedure, is defined as a weekday, which shall exclude Saturday, Sunday and official Township holidays.

5.4. (Step 1) As to grievances, an aggrieved person must first reduce the grievances to writing and submit it to the appropriate Supervisor or Department Director within fifteen (15) calendar days of the occurrence of the event giving rise to the grievance or within fifteen (15) calendar days of when the aggrieved person should have reasonably have known of its occurrence. The Supervisor or Department Director shall attempt to adjust the matter within seven (7) business days by meeting with the aggrieved person and shall render a decision in writing, within seven (7) days of the close of the meeting, with copies to the Township Manager and to the President of Local 3827 and to Council 71. The aggrieved person shall have the right to have a representative of the Union present for the meeting with the Supervisor or Department Director where the written grievance is to be considered by the Department Director.

5.5. (Step 2) If the aggrieved person is not satisfied with the decision rendered in Step 1 or if no decision is rendered within the time specified, it shall be presented to the Township Manager within seven (7) days after the decision is rendered after the expiration of the period provided for in 5.4 if no decision is rendered. The written grievance shall include the information set forth in 5.4 and shall have attached copies of the decisions rendered at the first and second levels, if rendered. A copy of the grievance shall be served upon the Department Director and the President of Local 3827 and to Council 71. The Township Manager or designee shall meet with the aggrieved person and a representative of the Union in an attempt to adjust the matter within ten days (10) business, and shall render a decision in writing within ten days (10) business days of the meeting.

5.6 (Step 3) If the grievance remains unresolved, the District Council Representative may within fifteen (15) working days after the written reply of the Township Manager, submit the grievance in writing to arbitration, with a copy to Employer. The Union and Employer can mutually agree upon a longer time period within which to adjust the grievance prior to proceeding to arbitration.

5.7. A grievance that does not address an issue affecting a specific employee shall be presented, by the Union, in writing, directly to the Township Manager. The timetable shall be the same as set forth in 5.4.

5.8 In the event the aggrieved elects to pursue remedies available through Civil Service, EEO or Civil Rights Complaint procedures, the grievance shall be canceled and the matter withdrawn from this procedure. In the event the grievant pursues his remedies through Civil Service, the arbitration hearing, if any, shall be canceled and the filing fees and expenses incurred thereby shall be paid by the grievant or the Union.

6. DISCIPLINARY PROCEEDINGS:

6.1. Any disciplinary action shall be on an individual employee basis in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

6.2. Written notice of proposed disciplinary action shall be provided to the employee in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations, with a copy provided to AFSCME Council 71 and to the President of Local 3827 within two [2] business days after the notice has been issued.

6.3. Any appeal of disciplinary action shall be in accordance with the grievance procedure established in this Agreement until final disciplinary action has been taken by the Township Manager. Any appeals from the decision of the Township Manager shall be as provided by applicable New Jersey Civil Service Statutes, Rules and Regulations.

6.4 (A) A progressive disciplinary process will be followed in cases involving all violations. The following may be used for the purpose of progressive corrective/disciplinary action:

- Counseling
- Oral Warning (Form)
- Written Warning – Can be removed from file in six months
- Written Reprimand
- Suspension – five (5) days or less
- Suspension – six (6) days or more
- Demotion
- Termination

6.4 (B) However, the Union acknowledges that progressive discipline shall not prevent the Township, in its sole determination, from taking appropriate disciplinary action in cases involving major violations of standards, rules and guidelines, subject to the employee's hearing and appeal rights. Furthermore, the Union acknowledges that the Township has the authority under civil service rules to immediately suspend an employee pending a hearing in accordance with Civil Service.

7. EMPLOYEE RIGHTS AND RESPONSIBILITIES:

7.1. An employee shall be entitled to Union representation at each and every formal step of the grievance procedure set forth in this Agreement. A formal step of the grievance procedure shall be defined as any step after the department head level.

7.2 An employee shall be entitled to Union representation at each and every formal step of a disciplinary hearing. A formal step of a disciplinary hearing shall be defined as any step after the employee is served with a written Notice of Proposed Disciplinary Action.

7.3 An employee shall be entitled to review any records or documents which the Township intends to be used in any disciplinary proceeding against the employee. With written authorization from the employee, the Union representative shall have the right to review and receive copies of the records or documents which the Township intends to be used in any disciplinary proceeding against the employee. There shall be no right on the part of the employee or the Union to review any records or documents of other employees without the specific written authorization of the employee whose records are to be reviewed or which are not intended to be used by the Township in any disciplinary proceeding against the subject employee. The employee and/or the Union shall provide the Township with copies of any records or documents intended to be used by or on behalf of the employee in any disciplinary proceeding. The exchange of the records or documents shall take place at least five [5] days prior to any disciplinary hearing before the Township Manager or the designee of the Township Manager.

7.4 No employee shall be required by the Township and/or its agents to submit to an interrogation which may reasonably lead to disciplinary action unless the employee is afforded the opportunity of Union representation.

7.5 No recording devices or stenographer of any kind shall be used during any meeting unless both the Union and Township agree to their use, prior to such meeting, in writing. Any use of a recording device to record a conversation, meeting or other interaction with another Township employee or official without the consent of all persons present shall constitute good cause for immediate termination of employment of the party or parties involved in the recording.

7.6 An employee shall not be coerced or intimidated or suffer any reprisals either directly or indirectly that may adversely affect his hours, wages or working conditions as the result of the exercise of his/her rights under this agreement.

7.7 An employee shall have the right to review his or her personnel records at all times, provided that requests for the review are made at reasonable intervals.

8. SENIORITY:

8.1. Seniority is defined as an employee's total length of service with the Township, beginning with his/her most recent date of hire. Part-time employees with continuous service to the Township, who have become full-time employees, will have their part-time service pro-rated.

8.2. If a question arises concerning the seniority of two or more employees who were hired on the same date, preference shall be given in alphabetical order, according to the employees' last names.

8.3. The Township shall maintain an accurate, up-to-date seniority roster showing the date of hire, classification and pay rate of each employee covered by this Agreement, and the Township shall furnish copies of same to the Union upon reasonable request.

8.4. Whenever a decision must be made between two or more employees with respect to the scheduling of vacation time, the employee with the most seniority shall receive a preference.

8.5. Whenever decisions are required to be made between two or more employees with respect to demotions [other than disciplinary], layoffs and recalls, the Township shall follow the procedures established in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

8.6. The Township encourages existing employees to seek advancement and to apply for job openings for which they are qualified. The Township reserves the right to make all employment decisions and to exercise all managerial decision making in accordance with applicable New Jersey Civil Service Statutes, Rules and Regulations.

9. **JOB POSTING:**

9.1. All vacancies or all newly-created positions, will be posted on a designated bulletin board for ten [10] days. The posting shall include the classification, salary, job description, any required qualifications, the shift assignment, current scheduled days off, and the procedure to be followed by employees interested in applying for the position.

9.2. The Township will post a notice within five [5] days after filling the vacancy or newly-created position with the name of the individual selected.

10. SALARY:

Salary Chart Effective July 1, 2013 – December 31, 2015

Position #	GRADE LEVEL										
	2	4	6	7	9	10	12	14	15	16	17
1	31,200	32,200	34,400	35,700	38,300	39,900	42,900	46,000	48,000	49,000	52,000
2	31,824	32,844	35,088	36,414	39,066	40,698	43,758	46,920	48,960	49,980	53,040
3	32,460	33,501	35,790	37,142	39,847	41,512	44,633	47,858	49,939	50,980	54,101
4	33,110	34,171	36,506	37,885	40,644	42,342	45,526	48,816	50,938	51,999	55,183
5	33,772	34,854	37,236	38,643	41,457	43,189	46,436	49,792	51,957	53,039	56,286
6	34,447	35,551	37,980	39,416	42,286	44,053	47,365	50,788	52,996	54,100	57,412
7	35,136	36,262	38,740	40,204	43,132	44,934	48,312	51,803	54,056	55,182	58,560
8	35,839	36,988	39,515	41,008	43,995	45,833	49,279	52,840	55,137	56,286	59,732
9	36,556	37,727	40,305	41,828	44,875	46,749	50,264	53,896	56,240	57,411	60,926
10	37,287	38,482	41,111	42,665	45,772	47,684	51,269	54,974	57,364	58,560	62,145
11	38,033	39,252	41,933	43,518	46,687	48,638	52,295	56,074	58,512	59,731	63,388
12	38,793	40,037	42,772	44,388	47,621	49,611	53,341	57,195	59,682	60,925	64,655
13	39,569	40,837	43,628	45,276	48,574	50,603	54,408	58,339	60,876	62,144	65,949
14	40,361	41,654	44,500	46,182	49,545	51,615	55,496	59,506	62,093	63,387	67,268
15	41,168	42,487	45,390	47,105	50,536	52,647	56,606	60,696	63,335	64,654	68,613
16	41,991	43,337	46,298	48,047	51,547	53,700	57,738	61,910	64,602	65,948	69,985
17	42,831	44,204	47,224	49,008	52,578	54,774	58,893	63,148	65,894	67,266	71,385
18	43,688	45,088	48,168	49,989	53,629	55,870	60,070	64,411	67,212	68,612	72,813
19	44,561	45,990	49,132	50,988	54,702	56,987	61,272	65,699	68,556	69,984	74,269
20	45,453	46,909	50,114	52,008	55,796	58,127	62,497	67,013	69,927	71,384	75,754
21	46,362	47,848	51,117	53,048	56,912	59,289	63,747	68,354	71,325	72,811	77,269
22	47,289	48,804	52,139	54,109	58,050	60,475	65,022	69,721	72,752	74,268	78,815
23	48,235	49,781	53,182	55,191	59,211	61,685	66,323	71,115	74,207	75,753	80,391
24	49,199	50,776	54,245	56,295	60,395	62,918	67,649	72,537	75,691	77,268	81,999
25	50,183	51,792	55,330	57,421	61,603	64,177	69,002	73,988	77,205	78,813	83,639
26	51,187	52,828	56,437	58,570	62,835	65,460	70,382	75,468	78,749	80,390	85,312
27	52,211	53,884	57,566	59,741	64,092	66,769	71,790	76,977	80,324	81,997	87,018

10.1 It is the intention of this Agreement to provide an increase in the annual salary for all titles covered by this Agreement for the duration of this contract.

10.1(a) On July 1, 2013 you will be placed in a position number which will reflect a minimum Two Percent (2%) increase. Thereafter on July 1st of each year of this agreement you will advance to the next position number.

10.2 Any retroactive salary adjustments provided by this Agreement shall be paid within sixty [60] days after ratification and execution of this Agreement by the parties.

10.3 All annual salaries, as represented on the salary schedule, reflect the annual salary which is divided by the number of paydays in the year to obtain the amount due for each pay period. Whenever it shall be necessary to determine an hourly rate, the hourly rate shall be computed by dividing the appropriate annual salary, as set forth above, by 1820 for 35 hour per week employees and by 2080 for 40 hour per week employees.

10.3(a) In the event an employee is promoted to a higher grade, he or she shall receive a base salary that is at least One Thousand Eight Hundred Dollars (\$1,800) greater than his or her previous base salary.

10.4 The payroll for hourly employees will be based on payroll records submitted to the Township Treasurer two [2] weeks in advance of the payday. Any payroll adjustments, including overtime, shall be on the second payday after the records authorizing the adjustment are provided to the Township Treasurer.

10.5 At the signing of this agreement all full-time members of the bargaining unit shall receive a one-time bonus payment in the sum of Seven Hundred Dollars (\$700.00). Part time union members shall receive Three Hundred Fifty Dollars (\$350.00). Payment shall be made no later than thirty (30) days after the signing of this agreement by and between both parties, the Township of Willingboro and the Union. This payment shall not be added to the base salary of bargaining unit members.

11. HOLIDAYS:

11.1 The following days shall be recognized as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
President's Day	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day

11.2 Monday shall be recognized as a holiday for any holiday listed above occurring on a Sunday, and Friday shall be recognized as a holiday for any holiday listed above occurring on a Saturday, except for New Year's Day. In the event that New Year's Day shall fall on a Saturday, it shall be observed on the immediately following Monday, to ensure that the day of observance falls into the same calendar year as the holiday.

11.3 If a holiday is observed while a full-time employee is on paid annual leave status, the employee will receive holiday pay and the day will not be charged against annual leave credits. If an employee is on paid sick leave and is absent on the day of the holiday, the employee shall receive the paid holiday and the day so used shall not be charged against sick leave.

11.4 If a permanent full-time employee works on any of the scheduled holidays set forth in the agreement, that employee shall receive the holiday pay in addition to the regular pay earned.

11.5 Permanent part-time employees will receive a pro-rata share of holiday time, based on the number of hours that the employee would have been regularly scheduled to work on the specific holiday. A permanent part-time employee not regularly scheduled to work on the specific

holiday will not receive any holiday pay for that holiday. It is the intention of this provision that a permanent part-time employee shall not suffer the loss of pay as the result of a holiday falling on a day on which the permanent part-time employee is regularly scheduled to work.

11.6 Members of the Animal Control Unit who are scheduled to work on Easter Sunday may exchange that scheduled work day for the Good Friday Holiday, so that they may work on Good Friday and have Easter Sunday as the Holiday.

12. VACATION LEAVE:

The employees covered under this Agreement shall be entitled to paid vacation in accordance with the following schedule:

12.1 For employees on a thirty-five [35] hour per week schedule:

Eighty-four hours	First Year of employment, pro-rated
One hundred five hours	Second through, including the seventh year of employment
One hundred twenty-six hours	Eighth through, including the twelfth year of employment
One hundred sixty-one hours	Thirteenth year of employment and thereafter
One hundred seventy-five hours	Eighteenth year of employment and thereafter

12.2 For employees on a forty hour [40] per week work schedule:

Ninety-six hours	First year of employment, pro-rated.
One hundred twenty hours	Second through, including the seventh year of employment
One hundred forty-four hours	Eighth through, including the twelfth year of employment
One hundred eighty-four hours	Thirteenth year of employment and thereafter
Two hundred hours	Eighteenth year of employment and thereafter

12.3 During the first year of employment an employee shall earn vacation leave on pro-rated basis.

12.4 Earned vacation leave for one [1] calendar year must be used during that same year. Vacation leave cannot be carried over into the following year, except where authorized in writing by the Township Manager for exceptional circumstances. Nothing herein shall be deemed to require the Township Manager to approve any request to carry over vacation time.

12.5 An employee who resigns or retires during the course of the year is entitled to a pro-rated portion of earned vacation leave. In the event that more time is taken than the pro-rated entitlement, the excess will be deducted from the final pay.

13. SICK LEAVE:

13.1. Sick leave herein is defined to mean absence from duty of an employee because of personal illness, accident, exposure to a contagious disease, or illness of an immediate family member which requires the employee to remain at home to care for that immediate family member.

13.2 The employees covered under this Agreement shall be entitled to paid sick leave in accordance with the following schedule:

13.2.1 Employees who work a thirty-five [35] hour week shall be entitled to one hundred and five hours annually.

13.2.2 Employees who work a forty [40] hour week shall be entitled to one hundred twenty hours annually.

13.2.3 During the first year of employment an employee shall earn sick leave on pro-rated basis.

13.3 Unlimited, unused sick leave may be accumulated from year to year subject to the terms of this Agreement.

13.4 Sick leave benefits shall be paid for work hours absent based upon the individual employee's regular straight time hourly rate.

13.5 It is acknowledged that the purpose of sick leave is to accommodate those occasions when the employee is ill and unable to report for work. Sick leave is not to be used for personal business, as personal days or as additional vacation days.

13.5.1 Employees shall be entitled to family leave benefits as provided by the Family and Medical Leave Act [FMLA]. As part of the Township's Family leave policy, employees may be permitted to use sick leave to care for an immediate family member who is unable to care for himself or herself due to a medically verifiable disabling disease. An immediate family member is defined as a spouse, parent, child or a person residing with the member and is dependent upon the member.

13.6 A doctor's certificate may be required at the Township's option as a condition for payment of sick leave whenever it appears reasonable, to include but not limited to the following:

[1] an employee is absent for three [3] consecutive days, or;

[2] an employee is absent on the last scheduled work day before or the first scheduled work day after a holiday. The cost of the doctor's certificate shall be the responsibility of the employee.

13.7 Abuse of sick leave shall be cause for disciplinary action. An employee is absent in excess of ten [10] days in eight [8] consecutive months, except with respect to a period of time during which an employee is hospitalized and provided that the Township shall give the employee a warning notice after the absence has reached eight [8] days within the eight [8] consecutive month period.

13.8 In the case of sick leave due to exposure to a contagious disease, a certificate from a medical doctor shall be required which shall certify that the employee may return to work without endangering the health of co-workers.

13.9 The Township may require an employee who has been absent because of personal illness, as a condition of his or her return to work, to be examined at the expense of the Township, by a physician designated by the Township. The purpose of the examination shall be to establish whether the employee is capable of performing the normal duties of his or her job without jeopardizing the health of the employee or the health of other employees.

13.10 Whenever the Township shall require that the medical certification be provided by a physician selected by the Township, the cost of the medical visit shall be paid by the Township, to the extent that it is not covered by medical insurance.

14. SICK LEAVE INCENTIVE:

Any employee, who shall use less than four [4] days or its hourly equivalent of sick leave in any year, shall receive:

- (a) A cash payment in the amount of three day's pay not to exceed Five Hundred Dollars (\$500.00) payable within sixty days after the end of the calendar year for which the incentive was earned.
- (b) An additional three (3) personal days [or its hourly equivalent] which shall vest in the employee on the first day following the year in which it was earned and must be used within the same calendar year.

If the employee elects to receive the days instead of the cash payment, then two [2] of the days shall require seventy-two [72] hours advance notice that the employee intends to use the days and the remaining day may be used without the advance notice.

15. WORKER'S COMPENSATION SUPPLEMENTAL PAY:

For an employee who incurs a job related injury qualifying for worker's compensation payments, the Township will continue to pay a member the member's base salary while the member is receiving worker's compensation benefits, provided the member assigns over to the Township any worker's compensation proceeds received or to which the member may be entitled, not to include case settlements. This protection shall continue in effect only while the member is receiving worker's compensation benefits, or for the period set forth below, whichever is less:

15.1. The Township shall continue the full salary for a period of one [1] year. Payment shall consist of the amount provided by Worker's Compensation Insurance and the difference between the insurance payment and the employee's base salary.

15.2 Employees who remain on leave due to an on-the-job-injury beyond the time limits established above shall receive payments through the Township that are equal to the benefit amount provided by Worker's Compensation Insurance, provided the employee continues to be eligible for such insurance payments.

16. PAYMENT OF ACCUMULATED SICK LEAVE:

16.1 Payment will be made by the Township to the member or to the estate or the designated beneficiary of a deceased member for the first fifty [50] days of accumulated sick leave; or seventy [70%] percent of the total accumulation of sick leave, whichever is greater, provided that the total payment shall not exceed fifteen thousand (\$15,000).

16.2 The payment shall be made in a lump sum payment within thirty [30] days after the date of retirement or the Township and the retiring member may enter into an agreement, for the Township to make the payment required herein over a period of not more than three [3] years. In the event of an agreement for the payments to be made more than three [3] year period, the payment shall be made in three installments with the first payment of one-third [1/3] of the amount due to be paid by the second pay after the date of retirement or, as to a deceased employee, within thirty [30] days after the date of death; the second payment of an additional one-third [1/3] of the amount due shall be paid on the first annual anniversary of the date of retirement or the date of death; the third and final payment of the remaining balance shall be paid on the second anniversary of the date of retirement or the date of death. The second annual payment shall include an additional amount representing interest on the unpaid principal balance from the date of retirement or the date of death to the date of the second annual payment. That interest shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction occurring after the date of retirement or the date of death. The third and final payment shall include an additional amount representing interest on the unpaid principal balance remaining after the second annual payment and shall be computed on the basis of simple interest for one year at the rate established for United States Treasury Bills at the first Treasury Bill auction after the date of the second annual payment.

16.3 Retirement shall include early retirement or disability retirement under the applicable Rules established by the Department of Civil Service or by the Division of Pensions.

16.4 Payment made under this Section shall not be considered as earnings or annual compensation for pension purposes.

17. MILITARY LEAVE:

The Township agrees to provide all employees with military leave as required by New Jersey Civil Service Statutes, Rules and Regulations, Federal and State Law.

18. JURY LEAVE:

A regular full-time employee who loses time from his or her job because of jury duty, as certified by the Clerk of the Court, shall be paid by the Township the difference between his or her daily base rate of pay, up to a maximum of eight [8] hours and the daily jury fee, provided that the employee [a] has notified his or her Department Head immediately upon receipt of a summons for jury duty; [b] the employee has not voluntarily sought jury service; [c] the employee is not attending jury duty during vacation and/or other time off from Township employment; [d] the employee submits adequate proof of the time served on the jury duty and the amount received for the service. If on any given day an

employee is attending jury duty and he or she is released by the Court prior to 11:00 a.m., that employee shall be required to return to work by 12:00 Noon on that day in order to receive pay for that day.

19. LEAVE OF ABSENCE FOR DEATH IN FAMILY:

An employee will be allowed the following time off in the case of the death of:

19.1 Father, Mother, Grandfather, Grandmother, Spouse, Son, Daughter, Brother, Sister, Grandchild, Father-In-Law, Mother-In-Law, Son-In-Law, Daughter-In-Law, or a person residing with the member and is dependent upon the member, from day of death up to the equivalent of one [1] work week.

19.2 Employees who need additional time beyond that provided in Section 19.1 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time.

19.3 Uncle, Aunt, Nephew, Niece, Brother-In-Law, Sister-In-Law, Cousin of the first degree, the Day of Burial.

19.4 Employees who need additional time beyond that provided in Section 19.3 may receive up to an additional work week of bereavement leave utilizing any combination of sick leave, vacation leave and compensatory time subject to the approval of the Department Director.

20. UNIFORMS:

Maintenance employees and Animal Control Officers shall be provided with uniforms by the Township as follows:

20.1 Each full-time maintenance employee shall be provided with five [5] uniforms. Part-time maintenance employees shall be provided with a number of uniforms equal to the number of days that they are regularly scheduled to work in each week. It shall be the responsibility of the employee to provide reasonable and ordinary care of the uniform.

20.2 The Township shall provide full-time Animal Control Officers with five [5] uniforms. Part-time Officers shall be provided with the number of uniforms equal to the number of days that they are regularly scheduled to work in each week. Animal Control Officers shall be responsible for cleaning and repair of the uniforms by the Township. It shall be the responsibility of the Officers to provide reasonable and ordinary care of the uniform. The Township shall provide full-time Officers with a sixty [\$60] dollars per month allowance for expenses incurred cleaning and maintaining uniforms. Payments shall be made annually. The payment shall be pro-rated for part-time Officers. No payments shall be made for any MONTH during which the individual does not work at least the equivalent of one [1] week.

20.3 No Township uniform shall be worn by an employee except when actually on duty or when en route to report for duty or returning home after duty.

21. COMPENSATORY TIME:

21.1 Compensatory time may be allowed with the agreement of the Township and the employee. Authorization by the Township shall be approved by the Township Manager, or designee, in accordance with procedures established by the Township Manager.

21.2 Compensatory time may be accumulated in accordance with the Fair Labor Standards Act, as applicable to municipalities, provided that the accumulation has been approved by the Township Manager.

21.3 In the event that compensatory time is not approved, the employee will be paid for the authorized time actually worked at either straight time or overtime rates as provided in this Agreement.

21.4 Accumulated compensatory time may be utilized within the year in which it was earned upon prior written request and approval of the Township Manager, or designee, in accordance with procedures established by the Township Manager. Approval will be based upon the needs of the Township and will not be granted in the event there is insufficient staffing or additional cost will be incurred.

21.5 Where an employee has been unable to use compensatory time within the year in which it has been earned, due to the scheduling needs of the Township, the employee may carry over the remaining, unused compensatory time in to the next calendar year or, at the option of the Township, shall be paid for the unused compensatory time. Any time carried over under this provision shall be used no later than March 31.

22. HOURS OF WORK AND OVERTIME PAY:

22.1. All clerical and administrative employees work a five-[5] day, thirty-five [35] hour work week. Building Maintenance personnel and Animal Control Officers work a forty [40] hour work week.

22.2 Lunch Periods and Breaks:

22.2.1 Each employee shall be entitled to a one [1] hour per day lunch period without pay except for those employees who are "on call" during their entire shift and who are required to have their lunch while "on call".

22.2.2 Employees who are "on call" are classified as forty [40] hour work week employees and are paid for the lunch period.

22.2.3 Employees on a lunch period shall be recalled to duty during that lunch period only in the event of an emergency necessity.

22.2.4 Employees shall also be entitled to two [2] fifteen [15] minute breaks during the working day with one usually scheduled in the morning and one usually scheduled in the afternoon.

22.3 Overtime pay shall be provided, as required by law.

22.3.1 Administrative and Clerical Employees. Overtime will be paid at the rate of straight time for hours worked in excess of thirty-five [35] hours per week up to forty [40] hours per week, and at the rate of time and one-half [1.5] for all hours worked in excess of forty [40] hours per week.

22.3.2 Building Maintenance Employees and Animal Control Officers. Overtime will be paid at the rate of time and one-half [1.5] for all hours worked in excess of forty [40] hours per week.

22.4 No overtime pay shall be earned except where authorized in advance by the Township Manager, or designee, in accordance with procedures established by the Township Manager. No employee shall be entitled to authorize his or her own overtime or compensatory time.

22.5 The Township shall make a reasonable effort to distribute overtime fairly among qualified employees within the same classification and within the same department. Where the overtime work falls within the job classification, training and skills of more than one employee in a particular department, the overtime opportunities shall be rotated between those employees on a seniority basis. An employee who declines an offered overtime opportunity shall rotate to the bottom of the list, just as if that employee had accepted the overtime opportunity.

22.6 The Township shall provide to the Union, upon reasonable request, a list of employees showing overtime worked. The Union shall be entitled to such a listing on a not more than semi-annual basis.

22.7 Overtime shall be paid currently, or at least no later than the second pay period after the overtime was performed.

22.8 All paid time off [such as vacation time, holidays and sick time] shall be considered time worked, for the purpose of computing overtime pay.

22.9 An employee called in to work when not regularly scheduled to work shall be guaranteed at least two hours work.

22.10 Employees assigned to the animal control unit shall be allowed one-half hour at the end of the shift to clean the van and to complete necessary paperwork.

22.11 In the absence of an emergency, the Township shall provide ten [10] days advance notice to any employee whose schedule is being modified.

23. TRAINING PROGRAMS:

The Township recognizes the value of training programs for employees and will provide employees with the opportunity for job related training at the expense of the Township, within the limits of budgetary allocations approved by the Township Council. Any training program and expenditures shall be subject to review and approval by the Township Manager. An employee request for participation in a training program shall be submitted through the Department Head to the Township Manager. Employees enrolled

in job-related courses on a, for credit basis may be eligible for tuition payments as will be provided in the Township's Personnel Policies and Procedures.

24. REPLACEMENT OF LOST OR DAMAGED PERSONAL PROPERTY:

The Township agrees to compensate an employee for non-negligent damage to, or loss of, prescription lenses damaged in connection with the performance of duty, provided notice of the damage or loss shall be given to the immediate Supervisor during or immediately following the end of the shift in which the damage or loss occurred. The liability of the Township shall be only for the actual cost thereof, provided that it shall not exceed One Hundred Twenty-Five [\$125] dollars, for the replacement of prescription eye-glasses.

25. INSURANCE:

There shall be provided for all members, in addition to required Workers Compensation Insurance, the following insurance:

25.1. Health, Prescription and Dental Insurance in accordance with the rules and regulations stated in Chapter 78, P.L. 2011.

25.2. The Township reserves the right to change insurance plans or carriers or to self-insure directly or through a joint insurance fund, so long as equal or better benefits are provided. Employees shall be responsible for payment of any premium share contribution that is required by law. Prior to any change in plans or carriers, the Township shall notify the President of the Union and AFSCME Council 71. The Township shall review and discuss any proposed changes with the Union. In the event that the Union determines to grieve the matter, the grievance shall be filed directly with the Township Manager within fifteen [15] calendar days of the notification and the matter will proceed directly to expedited arbitration. Pending conclusion of the arbitration, no change of plans or carriers will be made.

25.3 A member who retires from the department after completing 25 years of full time service with the Township of Willingboro shall be eligible to receive an annual payment for health insurance benefits including dental benefits in an amount equal to fifty percent (50%) of the total cost up to and including the Husband and Wife Plan. The member will be responsible for the remaining fifty percent (50%) of the total cost of the plan. A member who elects to utilize the Family Plan will be responsible for the difference between that plan and the Husband & Wife Plan. A member may drop his or her Township coverage and obtain coverage through another health benefit plan. In this case the Township will make a direct payment to the health care plan not to exceed the above noted amount annually. If a member drops his or her Township coverage he or she may return at any time to the Township's plan. In no case shall the Township's obligation extend beyond the age at which the member becomes Medicare eligible.

26. INSURANCE BUY-BACK:

26.1 The Township agrees to make a payment to qualified employees who elect to waive their rights to certain insurance coverage provided by the Township. Qualifications are determined by SHBP regulations. The payment will be on a calendar year basis and will be paid with the first pay in February and will be paid to those employees who have filed a waiver of coverage with the Township Treasurer for the coming year. The waiver must be filed at least one (1) month in advance of the effective date of the waiver. The employee must provide proof of equivalent insurance coverage from another plan that will be in effect for the period waived. The amount of payment shall be as noted below or 50 percent (whichever is less) of the premium for the waived insurance coverage. An employee who waives his or her coverage under this section shall not be eligible for re-enrollment until the next open enrollment period or in the case of a life altering event. At that time the employee shall make application to do so and reimburse the Township the pro-rated portion of any unearned portion of the waiver payment previously received. The amount of payment shall be in compliance with NJSA4A:10-17.1 and State Health Plan Rules and Regulations.

27. UNION VISITATION & BUSINESS:

27.1. A properly designated representative of AFSCME Council 71, when arriving on the Township's premises, shall first report his/her presence to the Township Manager or the Deputy Township Manager. The Union Representative shall be provided with a reasonable time for the visitation, provided that the time requests do not interfere with the operations of the Township or unreasonably impair the ability of the Township employees to complete their job assignments on a timely basis.

27.2. The Township will provide release time, up to the equivalent of fifteen [15] days; one hundred and five [105] hours to be shared between a maximum of two (2) persons as designated by the President of the Union for the purpose of attending Union conventions and meetings or for the conduct of Union business.

27.3. Whenever meetings, negotiations or hearings are to be scheduled which involve the presence of Union representatives, the Township will make a reasonable effort to schedule the meeting, negotiation or hearing at a mutually convenient time, provided that the scheduling does not involve any violation of legal requirements for the scheduling.

27.4 Whenever any member is required by the Union to attend negotiations, grievance hearings, or disciplinary proceedings, affecting AFSCME bargaining unit members, such employees shall suffer no loss in regular pay nor be charged benefit time (personal, sick, vacation etc.).

27.5 Labor Management Committee - A Labor/Management Committee consisting of the Township and the Union shall be set up for the purpose of reviewing issues of common interest. The Committee's meetings are not intended to by-pass the grievance procedure, nor be considered collective negotiations meetings, but rather are intended as a means of fostering good employment relations through communications between parties.

Either party may request a meeting with the other and shall submit a written agenda of topics to be discussed no less than seven (7) days prior to meeting.

28. NOTIFICATION TO THE UNION OF PROPOSED LAYOFFS:

28.1 In the event that the Township determines that any layoffs of members of the bargaining unit are required, the Township will provide notice of any proposed layoffs to the Union at least thirty [30] days in advance of the effective date of any proposed layoffs, in accordance with New Jersey Civil Service Statutes, Rules and Regulations.

29. PAYROLL DEDUCTION OF UNION DUES:

29.1 The Township agrees to deduct the dues of members of the Union from the wages due to those members in accordance with a certification provided to the Township's Treasurer and signed by the President and Treasurer of the Union setting forth the amount of the dues and the names of the members of the Union. The Union agrees that any changes in the membership of the Union by adding new members or by deleting existing members and any changes in the amount of the dues to be deducted shall require that a new certification shall be provided to the Township's Treasurer and that such certification shall be provided within fifteen [15] days of the change. The Township shall be under no obligation with respect to any changes in the membership or the amount of the dues until the first payroll occurring fifteen [15] days after the certification is provided to the Township's Treasurer.

29.2. Representation Fee in Lieu of Dues: The Township agrees, in accordance with the provisions of *N.J.S.A. 34:13A-5.5* to deduct from the wages due to non member employees included within the bargaining unit, as defined in Section 3 of this Agreement, a Representation Fee in Lieu of Dues for services rendered by the Union in an amount equivalent to eighty-five [85%] percent of the regular membership dues, initiation fees and assessments charged by the Union to its own members. The procedures set forth in Section 30.1 for certification of the dues required from members shall apply to the Representation Fee in Lieu of Dues.

30. FULL UNDERSTANDING AND PAST PRACTICES:

No reference to any past practices shall be used to contravene or to modify the provisions of this Agreement. The parties agree that in the event that Federal or State Legislation is passed, which would alter the terms of this Agreement, the parties shall meet and discuss the impact of the legislation on the terms of this Agreement.

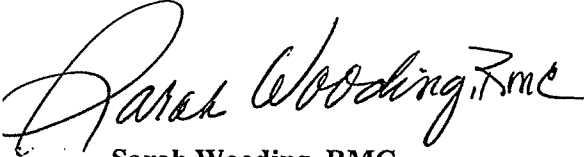
31. TERM OF AGREEMENT:

This Agreement shall be in full force and effect from **January 1, 2012 through December 31, 2015**, and for succeeding periods of **twelve [12] months** unless either party shall notify the other in writing prior to **September 1, 2015** or prior to **September 1st** of the appropriate succeeding **twelve [12] month** period, of its desire to negotiate a new contract, within the limits provided for herein, and if no Agreement shall have been reached on the date of the expiration of this Agreement, the Agreement shall be extended until the negotiations have been completed and a new Agreement takes effect.

IN WITNESS WHEREOF, the Township and the Union have caused this Agreement to be executed by their proper officials.

ATTEST:

TOWNSHIP OF WILLINGBORO



**Sarah Wooding, RMC
Township Clerk**



**By
Jacqueline Jennings
Mayor**

ATTEST:

**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO, District Council 71, Local 3827**

**By _____
For District Council 71**

**By _____
For Local 3827**

A RESOLUTION AUTHORIZING THE TOWNSHIP OF WILLINGBORO TO ESTABLISH A COOPERATIVE PRICING SYSTEM AND TO ENTER INTO COOPERATIVE PRICING AGREEMENTS WITH OTHER CONTRACTING UNITS

RESOLUTION NUMBER 182

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to establish a Cooperative Pricing System and to enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the Township of Willingboro, County of Burlington, State of New Jersey is desirous of establishing a Cooperative Pricing System and entering into a Cooperative Pricing Agreement with other contracting units;

WHEREAS, the Township of Willingboro has agreed to serve as the Lead Agency for a Cooperative Pricing System; and

WHEREAS, on 20, Nov., 2012, the governing body of the Township of Willingboro, County of Burlington, State of New Jersey duly considered the establishment of a Cooperative Pricing System for the provision and performance of goods and services,

NOW, THEREFORE BE IT RESOLVED as follows:

COOPERATIVE PRICING SYSTEM ESTABLISHED

The council hereby authorizes the creation of a Cooperative Pricing System to be known as Willingboro – Mount Laurel CP Solid Waste Collection Program with the Township of Willingboro serving as the Lead Agency.

COOPERATIVE PRICING AGREEMENT

The Township Manager is hereby authorized to enter into separate Cooperative Pricing Agreements with the participating contracting units and said Agreement shall be deemed a single Agreement.

COPY OF RESOLUTION TO DIVISION OF LOCAL GOVERNMENT SERVICES

A single certified copy of this resolution shall be forwarded to the Division of Local Government Services as part of the application for the registration of this Cooperative Pricing System.

EFFECTIVE DATE

This resolution shall take effect immediately upon passage.

BY: James Ayres -Deputy Mayor
Name and Title

ATTEST BY: Sarah Wooding, RMC -Clerk
Name and Title

* * * Communication Result Report (Nov. 29. 2012 9:19AM) * * *

1)
2)

Date/Time: Nov. 29. 2012 9:18AM

File No. Mode	Destination	Pg(s)	Result	Page Not Sent
4109 Memory TX	8777755	P. 3	OK	

Reason for error

- m. 1) Hang up or line fail
- m. 3) No answer
- m. 5) Exceeded max. E-mail size

- E. 2) Busy
- E. 4) No facsimile connection



Office of the Township Clerk

To: Crystal From: Diana
 Fax: 877-7753 Pages: 3
 Phone: _____ Date: 11/29/12
 Re: _____ cc: M. Armstrong

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

*Here's the corrected signed copy of Resol. 2012-185
 I gave copies to Purise + she will send one to me.
 I will also send one to Rose (PST)*

Willingboro Township Municipal Complex

* * * Communication Result Report (Nov. 29. 2012 9:20AM) * * *

1)
2)

Date/Time: Nov. 29. 2012 9:18AM

File No.	Mode	Destination	Pg(s)	Result	Page Not Sent
4110	Memory TX	8710490	P. 3	OK	

Reason for error

- E. 1) Hang up or line fail
- E. 3) No answer
- E. 5) Exceeded max. E-mail size

- E. 2) Busy
- E. 4) No facsimile connection



Office of the Township Clerk

To: Rose From: Sabat
 Fax: 871-0490 Pages: 3
 Phone: _____ Date: 11/29/12
 Re: _____ cc: _____

Urgent For Review Please Comment Please Reply Please Recycle

• Comments:

This is the corrected signed copy of Resol. 2012-185.

Pls. discard the one that was signed by the mayor by mistake

Thanks

Willingboro Township Municipal Complex

Division of Local Government Services
Department of Community Affairs
101 South Broad Street
Trenton, NJ 08620

Re: Willingboro – Mount Laurel CP Solid Waste Collection Program

To Whom it May Concern:

Please be advised that Robert Willis, AVR Resource Group, Inc. dba TrashPro is the consultant representing the Willingboro – Mount Laurel CP Solid Waste Collection Program. The program is for solid waste collection and includes the Township of Willingboro and the Township of Mount Laurel; The Township of Willingboro is the lead municipality.

Please accept this correspondence providing Mr. Willis the authority to act on behalf of the Willingboro – Mount Laurel CP Solid Waste Collection Program.

Thank you for your time and consideration in this matter. If you have any questions please feel free to contact me at 609-877-2200.

Sincerely,

Township of Willingboro,
(Lead Municipality)

Richard Brevogel
Deputy Township Manager

*11/29/12 As per Rick
Rob. Willis sent this letter to
DWGS - also Mt. Laurel has a
main and Parcel + contract.*

COOPERATIVE PRICING SYSTEM AGREEMENT

Willingboro – Mount Laurel CP Solid Waste Collection Service

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This agreement made and entered into this 20th day of November, 2012, by and between the Township of Willingboro, Lead Agency and the Township of Mount Laurel who desire to participate in the Willingboro – Mount Laurel CP Solid Waste Collection Program.

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5) specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the Township of Willingboro, Lead Agency is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by resolution in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include the collection and disposal of residential solid waste and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the system publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - (A) The name of the Lead Agency soliciting competitive bids or informal quotations
 - (B) The address and telephone number of the Lead Agency
 - (C) The names of the participating contracting units
 - (D) The State Identification Code assigned to the Cooperative Pricing System

(E) The expiration date of the Cooperative Pricing System

4. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchase, if applicable.
5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item, if applicable.
6. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
7. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
8. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any item ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
9. The provisions of Paragraphs 6, 7, & 8 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
10. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
11. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
12. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assume pursuant to this Agreement.
13. This Agreement shall become effective on _____ subject to review and approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date unless any party to this Agreement shall given written notice of its intention to terminate its participation.
14. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.

15. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.

16. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY

James Ayres - Deputy Mayor
Name and Title

FOR THE PARTICIPATING UNIT

Township Manager
Name and Title

BY: _____
Name and Title

ATTEST BY: Sarah Woodling, RMC Township Clerk
Name and Title

WILLINGBORO TOWNSHIP
AUTHORIZING BUDGET TRANSFER

cc: Jim

RESOLUTION # 2012-183

WHEREAS, there are certain budget appropriation of the Township of Willingboro which are insufficient to meet the requirements for operating the affairs of the Township; and

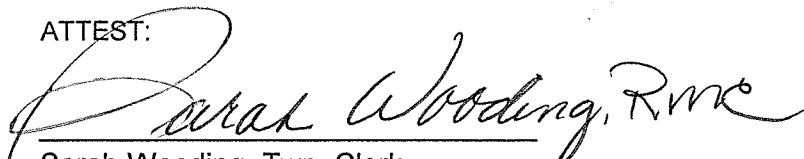
WHEREAS, there are other 2012 budget appropriations where there are unexpended balances which will not be needed for such purposes; and

WHEREAS, the Revised Statutes 40A:4-58 provide for such transfers from such accounts that have unexpended balances to those which have insufficient balances;


NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of November, 2012 that the following transfers be made as attached hereto.

BE IT FURTHER RESOLVED, that certified copies of this resolution be provided to the Finance Director and the Auditor for their information and attention.

ATTEST:



Sarah Wooding, Twp. Clerk



James Ayres
Deputy Mayor

<u>Description</u>	<u>Acct #</u>	<u>To</u>	<u>From</u>
<u>Transfer To:</u>			
Purchasing S/W	2-01-20-100-102-011	\$	7,130.00
Gen. Gov't Tech S & W	2-01-20-100-103-011	\$	2,660.00
Gen. Gov't Tech OE	2-01-20-100-103-152	\$	14,000.00
Town Council PT	2-01-20-110-110-012	\$	1,961.00
Township Clerk S & W	2-01-20-120-000-011	\$	22,208.00
Twp Atty. Perm PT	2-01-20-155-000-012	\$	4,075.00
Planning Board Temp PT	2-01-21-180-000-013	\$	75.00
Const Official SW	2-01-22-195-195-011	\$	25,000.00
Prosecutor SW	2-01-25-275-000-012	\$	1,125.00
Storm Water OT	2-01-26-290-293-015	\$	28,600.00
Office of Aging S/W	2-01-27-350-000-011	\$	19,500.
Library SW	2-01-29-390-000-012	\$	3,967.
Contingency Contract Negotiation	2-01-30-410-000-001	\$	37,000.
Employees Group Health Insurance	2-01-23-220-000-171	\$	510,000.
NJEIT	2-01-45-930-000-814	\$	8,307.
Police OE (cars)	2-01-25-240-247-146	\$	64,000.
Public Defender SW	2-01-43-495-000-012	\$	1,000.
Water	2-01-31-445-000-020	\$	1,350.
Fire S/W OT	2-01-25-265-000-015	\$	20,000.
Accumulated Leave Compensation	2-01-30-415-000-001	\$	4,417.
PERS/DCRP	2-01-36-471-000-020	\$	3,339.
NJEIT Principal	2-01-45-920-000-915	\$	16,665.
<u>Transfer From:</u>			
Tax Collection	2-01-20-145-000-012		
Tax Assessment	2-10-20-150-000-011	\$	12,000.00
Zoning Board Temp PT	2-01-21-190-000-013	\$	3,300.00
Housing S/W	2-01-22-195-196-011	\$	32,000.00
Traffic Guards	2-01-25-240-249-012	\$	60,000.00
EMS	2-01-25-260-000-012	\$	50,000.00
Public Works S & W	2-01-26-290-290-011	\$	12,000.00
Recycling	2-01-26-305-000-011	\$	28,600.00
Animal Control	2-01-27-340-000-012	\$	39,000.00
Office of Aging O/E	2-01-27-340-000-024	\$	2,500.00
Recreation Serv & Pgm	2-01-28-370-000-012	\$	20,000.00
Municipal Court SW	2-01-43-490-000-011	\$	60,000.00
Electric	2-01-31-430-000-264	\$	20,000.00
Landfill	2-01-32-465-000-172	\$	100,000.00
Street Lights	2-01-31-435-000-020	\$	46,000.00
Police S & W	2-01-25-240-241-011	\$	104,000.00
Natural Gas	2-01-31-446-000-264	\$	51,000.00
Twp Attorney OE	2-01-20-155-000-141	\$	35,250.00
Police Patrol S/W	2-01-25-240-241-011	\$	75,064.00
Gasoline	2-01-31-460-000-267	\$	30,665.00
		\$	796,379.00
		\$	796,379.00

*As of 12/27/12
this needs
to go up
Transfer Resol.
Pls. Resol
list let +
this is the replacement*

RESOLUTION NO. 2012--- 184
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 20th day of November, 2012 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of ~~4~~ 3 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

- _____ 1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
- _____ 2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
- _____ 3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- _____ 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
- _____ 5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
- _____ 6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
- ~~_____~~ 7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
- _____ 8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

RESOLUTION NO. 2012 –185

A RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WILLINGBORO REFERRING TO THE PLANNING BOARD AND DIRECTING IT TO PREPARE A RECOMMENDATION, AMENDMENT OR REVISION TO THE REDEVELOPMENT PLAN FOR BLOCK 2, LOT 7.01 IN THE REDEVELOPMENT ZONE PURSUANT TO N.J.S.A. 40A:12A-1, ET SEQ.

WHEREAS, by Ordinance 2005-16, the Township designated Block 2 and Lot 7.01, herein after also (the “property”) as an area in need of Redevelopment, pursuant to N.J.S.A. 40A:12A-1, et seq.; and

WHEREAS, by Resolution 2007-65, the Township Council of the Township of Willingboro and the parties in the matters of 240/242 Franklin Avenue LLC. Colonial Court Apartments, LLC v. Township of Willingboro and Township of Willingboro Planning Board and Township of Willingboro vs. Willingboro Mall, LTD., et al., consolidated under Docket No. L-000581-06, executed a settlement agreement resolving underlying the litigation directly related to the property in these matters, and pursuant to a previously executed Consent Order; and

WHEREAS, the Hadley Real Estate has made a request to the Township of Willingboro to consider entering into a redevelopment agreement to develop the property in accordance with Hadley Real Estate’s proposed plan; and

WHEREAS, the Township Council hereby refers the matter to the Planning board to:

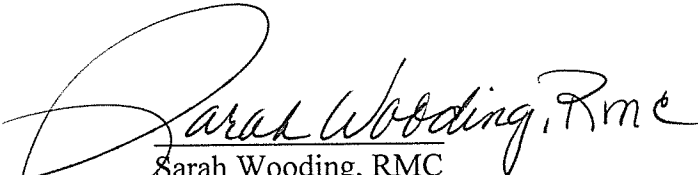
1. Review the property to determine whether it continues to be in need of redevelopment in accordance with the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq.;
2. To determine whether the property complied with the settlement agreement and previously executed Consent Order;
3. To review the redevelopment plan proposed by Hadley Real Estate and prepare an opinion directed to the Township Council;
4. To prepare proposed recommendations, amendments or revisions to the Redevelopment Plan for the designated redevelopment area, pursuant to N.J.S.A. 40A:12A-7(f), as may be required pursuant to the proposed redevelopment plan of Hadley Real Estate, if any.

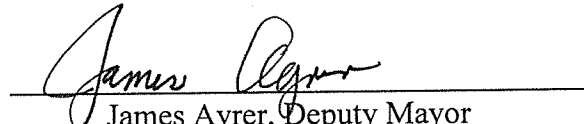
WHEREAS, after completing its review, the Planning Board shall transmit a resolution containing its proposed recommendations, amendments or revisions to the Township Council for consideration in accordance with N.J.S.A. 40A:12A-7(f); and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 20th day of November, 2012, that the Township of Willingboro hereby directs that the Planning Board prepare proposed recommendations,

amendments or revisions to the Redevelopment Plan for Block 2 and Lots 7.01 in the redevelopment area, in accordance with this resolution, subject to and provided that said recommendations, proposed amendments or revisions are made in compliance with the provisions of the Local Redevelopment and Housing Law N.J.S.A. 40A:12A-1, et seq.

BE IT FURTHER RESOLVED, that certified copies of this Resolution shall be provided to Hadley Real Estate for their information and attention.


Sarah Wooding, RMC
Township Clerk


James Ayer, Deputy Mayor



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

November 29, 2012

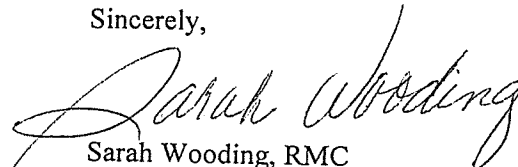
Nathan Allison, Jr.
Hadley International
1 International Plaza
Suite 550
Philadelphia, Pa. 19113

Re: Resolution 2012—185

Dear Mr. Allison:

Enclosed is a copy of Resolution 2012—185 which was adopted by Willingboro Township Council at their meeting of November 20, 2012.

Sincerely,


Sarah Wooding, RMC
Township Clerk

Encl.

/saw

Cc: Michael Armstrong, Esq. (fax)
Uri Taenzer, Esq. (fax)
Cerise Meisel, Willingboro Acting Deputy Clerk
File

Sarah Wooding

From: Uri Taenzer <taenzer@tesalaw.com>
Sent: Tuesday, December 04, 2012 11:26 AM
To: Therese Allison
Cc: John Calzaretto; Joanne Diggs; Michael Armstrong; George Stevenson; Robert Mannix; Sarah Wooding; Wendall Bibbs
Subject: Grand Marketplace
Attachments: Uri H. Taenzer.vcf; _Certification_.txt

Dear Mrs. Allison,

Confirming our telephone conversation of last week and my conversation with Nathan Allison this morning, I am solicitor for the Willingboro Planning Board. I understand Resolution No. 2012-185 passed by Township Council on November 20, 2012 was just received by Hadley Real Estate today.

The purpose of my calls was to inquire as to your firm's availability to provide testimony to the Planning Board in order to enable the Board to properly respond to the questions posed by Council's referral.

It's my understanding that you will be consulting with your outside land use counsel, Fox Rothchild, and that you or Hadley's representative will be in touch with me shortly regarding this matter.

The next Planning Board public meeting is scheduled on December 10th. The 2013 organizational public meeting will take place on January 14th. Please advise immediately in the unlikely event Hadley may be prepared to appear for the December meeting.

I am also copying John Calzaretto, Esq. who I understand is counsel for the GMP. Obviously, unless Hadley is the owner of the GMP site, the Planning Board will anticipate that the current owner(s) will also be providing testimony at any scheduled public hearing.

Thanking you for your cooperation, I am.

Uri Hugo Taenzer, Esq,
Taenzer, Ettenson, Stockton & Aberant, p.c.,
123 N. Church Street, Moorestown, NJ 08057 Ph. 856.235-1234; Fax 856.235-1911; Cell 609-790-3668

The preceding email message may be confidential or protected by the attorney-client privilege. It is not intended for transmission to, or receipt by, any unauthorized persons. If you have received this message in error, please (i) do not read it, (ii) reply to the sender that you received the message in error, and (iii) erase or destroy the message. Legal advice contained in the preceding message is solely for the benefit of the Taenzer, Ettenson, Stockton & Aberant, p.c. client(s) represented by the Firm in the particular matter that is the subject of this message, and may not be relied upon by any other party.

cc:
Jen

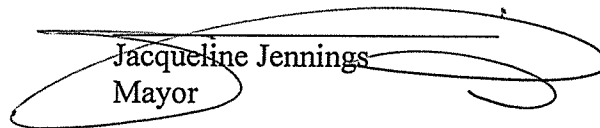
RESOLUTION NO. 2012--186

Authorizing the Approval of Vouchers for Payment & Ratification

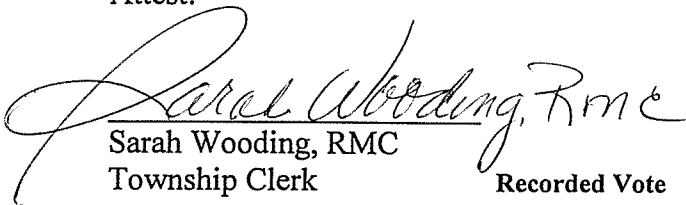
Whereas, Willingboro Township Council received the November 2012, Bill List and had an opportunity to review said Bill List; and

Now, Therefore, Be It Resolved by the Township Council of the Township of Willingboro, assembled in public session this 4th day of December, 2012, that the Council hereby authorizes the Approval of Vouchers for Payment and Ratification including those items purchased under state contract and identified as such and all Trust Other Accounts (Recreation Trust, Tax Redemption, Escrow, and Dedicated by Rider Accounts).

Be It Further Resolved that a copy of this resolution shall be forwarded to the Director of Finance for her information and attention.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Recorded Vote

Councilman Anderson
Councilman Campbell
Councilman Gordon
Deputy Mayor Ayrer
Mayor Jennings

Yes	No	Abstain	Absent
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/>			

cc:
Jenn

RESOLUTION NO. 2012--187

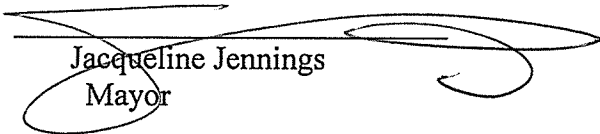
**A RESOLUTION AUTHORIZING REFUNDS FOR
OVERPAYMENTS OF TAXES**

WHEREAS, the records of the Tax Collector of the Township of Willingboro indicate overpayments of taxes due and overpayments; and

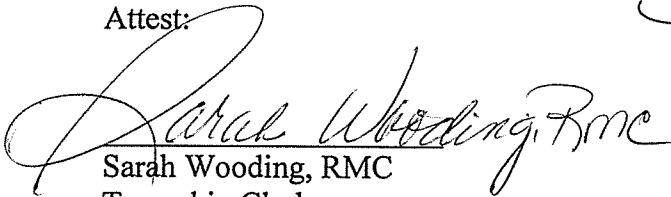
WHEREAS, refunds are due for these overpayments as listed on the attached schedule and made a part hereto;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 4th day of December 2012, that refunds be made as per the attached schedule; and

BE IT FURTHER RESOLVED, that copies of this resolution be forwarded to the Finance Director for their information, attention and compliance.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Campbell	✓			
Councilman Gordon	✓			
Deputy Mayor Ayrer	✓			
Mayor Jennings	✓			

OVERPAYMENT FOR TAXES

BAC TAX SERVICE CORPORATION
1757 TAPO CANYON ROAD
SIMI VALLEY, CA 93063
BLOCK 1110
LOT 17
127 TORRINGTON LANE
OVERPAYMENT TAXES

\$3,499.56

STATE OF NEW JERSEY — DEPARTMENT OF THE TREASURY
DIVISION OF PENSIONS AND BENEFITS
STATE HEALTH BENEFITS PROGRAM
SCHOOL EMPLOYEES' HEALTH BENEFITS PROGRAM
PO BOX 299 TRENTON, NEW JERSEY 08625-0299

12/5/12
Orig. w/ seal
g. down back
to mqr.

RESOLUTION - 2012 - 188

A RESOLUTION to authorize participation in the State Health Benefits Program and/or School Employees' Health Benefits Program of the State of New Jersey.

BE IT RESOLVED:

- The Township of Willingboro Library 21-6007381/000
CORPORATE NAME OF EMPLOYER STATE SOCIAL SECURITY I.D. NUMBER
hereby elects to participate in the Health Program provided by the New Jersey State Health Benefits Act of the State of New Jersey (N.J.S.A. 52:14-17.26 and N.J.S.A. 52:14-17.46.2) and to authorize coverage for all the employees and their dependents thereunder in accordance with the statute and regulations adopted by the State Health Benefits Commission and/or School Employees' Health Benefits Commission.
- A. We elect to participate in the Employee Prescription Drug Plan defined by N.J.S.A. 52:14-17.25 et seq. and authorize coverage for all employees and their dependents in accordance with the statute and regulations adopted by the State Health Benefits Commission and/or School Employees' Health Benefits Commission.
B. We will be maintaining _____ as our prescription drug plan.¹
NAME OF PLAN
C. We will not have a stand-alone prescription drug plan and understand that prescription drug coverage will be provided based on the medical plan chosen by the subscriber.
- A. We elect to participate in the Employee Dental Plans defined by N.J.S.A. 52:14-17.25 et seq. and authorize coverage for all employees and their dependents in accordance with the statute and regulations adopted by the State Health Benefits Commission.
B. We will be maintaining Delta Dental as our dental plan.¹
NAME OF PLAN
C. We will not have a dental plan.
- We elect 25² hours per week (average) as the minimum requirement for full time status in accordance with N.J.A.C. 17:9-4.6.
- As a participating employer we will remit to the State Treasury all charges due on account of employee and dependent coverage and periodic charges in accordance with the requirements of the statute and the rules and regulations duly promulgated thereunder.
- We hereby appoint Christine King / Director of Library to act as
NAME/TITLE
Certifying Officer in the administration of this program.
- This resolution shall take effect immediately and coverage shall be effective as of February 1, 2013
DATE
or as soon thereafter as it may be effectuated pursuant to the statutes and regulations (can be no less than 75 or 90 days pursuant to the provisions of N.J.S.A. 17:9-1.4).

NOTE: AN INDIVIDUAL IS PERMITTED COVERAGE AS AN EMPLOYEE, RETIREE, OR DEPENDENT. MULTIPLE COVERAGE UNDER THE SHBP OR SEHBP IS PROHIBITED.

¹ If not electing prescription drug coverage and/or dental plan participation through the State Health Benefits Program or School Employees' Health Benefits Program, attach copies of the current prescription drug and dental plan contracts.
² As of 6/1/2010, may not be less than 25 hours per week for employees, or 35 hours per week for elected or appointed officials.

I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the:

Willingboro Township
CORPORATE NAME OF EMPLOYER
on the 4th day of December, 2012.
[Signature]
SIGNATURE
MAYOR
OFFICIAL TITLE

20
NUMBER OF EMPLOYEES
ONE REV. DR. MARTIN LUTHER KING JR. DRIVE
STREET ADDRESS
WILLINGBORO NJ 08046
CITY STATE ZIP CODE
609 877-6668
AREA CODE TELEPHONE
21-6007381/000
EMPLOYER'S STATE SOCIAL SECURITY IDENTIFICATION NUMBER

RESOLUTION NO. 2012---189
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 4th day of December, 2012 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 4 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

cc:
BL ✓
Eagle Co.
mgr.

RESOLUTION 2012—190

RESOLUTION AUTHORIZING CHANGE ORDER #1 FOR EAGLE CONSTRUCTION SERVICE
INC. (FINAL) FOR PHASE III RENOVATION

WHEREAS, on March 22, 2011, the Township Council of the Township of Willingboro has advertised for bids to be submitted for the renovation of the Municipal Complex (Phase III); and

WHEREAS, on June 28, 2011, by Resolution 2011-117 Township Council determined that Eagle Construction Services, Inc., is the responsible lowest bidder and accepted the bid of Eagle Construction Services, Inc. of 1624 Jacksonville Road, Burlington, New Jersey 08016, in the amount of \$2,318,514.; and

WHEREAS, it is the recommendation of Mr. Duane Wallace, Director of Inspections Department, as per his attached letter dated December 7, 2012, submitted Change Order #1 for a final payment of \$43,469; and

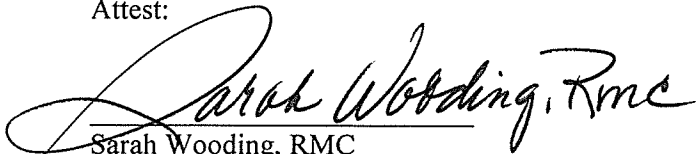
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of December, 2012, hereby authorizes that the amount of \$43,469. is approved for payment.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to Eagle Construction Services, Inc. for their information and attention and a copy provided to the Manager, Finance Department and Auditor for their information.

Jacqueline Jennings
Mayor

Attest:



Sarah Wooding, RMC
Township Clerk

Certification Of Availability of Funds

This is to certify to the Mayor and Council of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

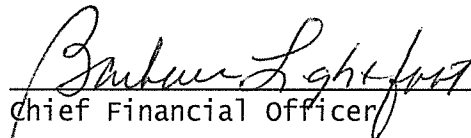
Resolution Date: 12/18/12
Resolution Number: 2012-190

Vendor: EAGLE EAGLE CONSTRUCTION SERVICE INC
1624 JACKSONVILLE ROAD
BURLINGTON, NJ 08016

Contract: C1-00004 EAGLE CONST-PHASE 3 RENOVATION

Account Number	Amount	Department Description
C-04-55-912-001-001	43,469.00	
Total	43,469.00	

Only amounts for the 2012 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

INTEROFFICE MEMORANDUM

TO: JOANNE DIGGS, TOWNSHIP ADMINISTRATOR
FROM: DUANE J. WALLACE, DIRECTOR OF INSPECTIONS
SUBJECT: FINAL CHANGE ORDER
DATE: 12/17/2012
CC: B.LIGHTFOOT, S.WOODING, FILE



We have come to the final stages of the Construction for Phase III and we therefore request the following Final change order and final payment for Eagle Construction and final adjusted payment to Carlos Rodriguez for his Architectural Services. The change order amount is \$43,469.00 changing the total contract amount owed to Eagle Construction from \$2,318,514.00 to \$2,361,983.00.

And the amount of the final bill for Carlos Rodriguez architectural services is \$14,062.71 changing the total contract amount from \$221,500.00 to \$235,562.71.

BL ✓
Eagle Co.
mgr.

RESOLUTION 2012—190

RESOLUTION AUTHORIZING CHANGE ORDER #1 FOR EAGLE CONSTRUCTION SERVICE INC. (FINAL) FOR PHASE III RENOVATION

WHEREAS, on March 22, 2011, the Township advertised for bids to be submitted for the renovation of

WHEREAS, on June 28, 2011, by Resolution 2 Construction Services, Inc., is the responsible lowest bidder. Construction Services, Inc. of 1624 Jacksonville Road, Burlington, N and

WHEREAS, it is the recommendation of Mr. D Department, as per his attached letter dated December 7 payment of \$43,469; and

WHEREAS, funds are available for this purpose Certification; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of December, 2012, hereby authorizes that the amount of \$43,469. is approved for payment.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to Eagle Construction Services, Inc. for their information and attention and a copy provided to the Manager, Finance Department and Auditor for their information.

12/19/12
Paris,
Pls. send
of letter to
Eagle

Willingboro has
(II); and
determined that Eagle
Construction
of \$2,318,514.;
ions
#1 for a final
insurer's

Jacqueline Jennings
Mayor

Attest:

Sarah Wooding, RMC
Sarah Wooding, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

file
copy

COPY

December 19, 2012

Eagle Construction Services, Inc.
1624 Jacksonville Road
Burlington, New Jersey 08016

Re: Resolution Authorizing Change Order #1 for Eagle Construction Service
inc. (Final) for Phase III Renovations

Dear Sir or Madam;

Enclosed please find a copy of *Resolution 2012-190* that was adopted by Willingboro Township Council on December 18, 2012, regarding the above subject matter.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC
Township Clerk

/ccm
Encl.

BL ✓
Eagle Co.
mgr.

RESOLUTION 2012—190

RESOLUTION AUTHORIZING CHANGE ORDER #1 FOR EAGLE CONSTRUCTION SERVICE
INC. (FINAL) FOR PHASE III RENOVATION

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WHEREAS, on June 28, 2011, by Resolution 2011-117 Township Council determined that Eagle Construction Services, Inc., is the responsible lowest bidder and accepted the bid of Eagle Construction Services, Inc. of 1624 Jacksonville Road, Burlington, New Jersey 08016, in the amount of \$2,318,514.; and

WHEREAS, it is the recommendation of Mr. Duane Wallace, Director of Inspections Department, as per his attached letter dated December 7, 2012, submitted Change Order #1 for a final payment of \$43,469; and

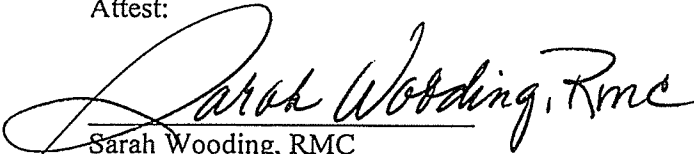
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of December, 2012, hereby authorizes that the amount of \$43,469. is approved for payment.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to Eagle Construction Services, Inc. for their information and attention and a copy provided to the Manager, Finance Department and Auditor for their information.

Jacqueline Jennings
Mayor

Attest:



Sarah Wooding, RMC
Township Clerk



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

COPY

December 19, 2012

Carlos Raul Rodriguez
1961 Browning Road
Pennsauken, New Jersey 08110

Re: Resolution for Professional Services of Carlos Raul Rodriguez, Architect
for Final Change Order for Building Renovations (Phase III)

Dear Carlos;

Enclosed please find a copy of *Resolution 2012-191* that was adopted by Willingboro Township Council on December 18, 2012, regarding the above subject matter.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC
Township Clerk

/ccm
Encl.

cc: *Few*
Rodriguez
maj

RESOLUTION 2012—191

RESOLUTION FOR PROFESSIONAL SERVICES OF CARLOS RAUL RODRIGUEZ, ARCHITECT
FINAL CHANGE ORDER FOR BUILDING RENOVATIONS (PHASE III)

WHEREAS, Willingboro Township Council appointed Carlos Rodriguez, 1961 Browning Road, Pennsauken, New Jersey 08110 as the Architect to provide services regarding the renovation of Municipal Complex (for not to exceed sum of \$25,000) through the adoption of Resolution 2008—114 on August 5, 2008; and

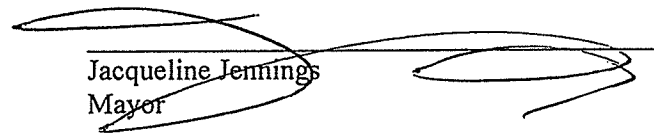
WHEREAS, the Willingboro Township Council through the adoption of Resolution 2009—92 on July 28, 2009 (Phase II), increased the contract by \$50,000 for a not to exceed the sum of \$75,000; and

WHEREAS, it is the recommendation of Mr. Duane Wallace, Director, Inspection Department, as per his attached letter dated December 7, 2012, submitted a Final Change Order (Phase III completion) for payment of \$14,062.71; and

WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of December, 2012, hereby authorizes that the amount of \$14,062.71 be approved for payment.

BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to Carlos Raul Rodriguez, Finance Department, Manager and Auditor for their information.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

cc: Jim
Rodriguez
mgr

RESOLUTION 2012—191

RESOLUTION FOR PROFESSIONAL SERVICES OF CARLOS RAUL RODRIGUEZ, ARCHITECT
FINAL CHANGE ORDER FOR BUILDING RENOVATIONS (PHASE III)

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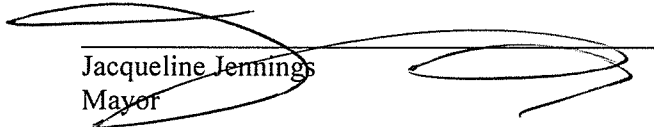
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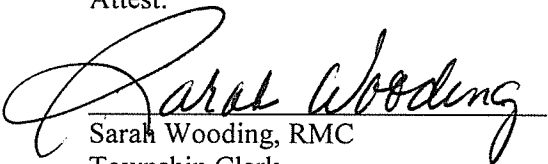
WHEREAS, funds are available for this purpose as indicated by the attached Treasurer's Certification; and

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of December, 2012, hereby authorizes that the amount of \$14,062.71 be approved for payment.


BE IT FURTHER RESOLVED THAT a copy of this resolution shall be provided to Carlos Raul Rodriguez, Finance Department, Manager and Auditor for their information.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

INTEROFFICE MEMORANDUM

FROM: JOANNE DIGGS, TOWNSHIP ADMINISTRATOR
DUANE J. WALLACE, DIRECTOR OF INSPECTIONS 
SUBJECT: FINAL CHANGE ORDER
DATE: 12/17/2012
CC: B.LIGHTFOOT, S.WOODING, FILE

We have come to the final stages of the Construction for Phase III and we therefore request the following Final change order and final payment for Eagle Construction and final adjusted payment to Carlos Rodriguez for his Architectural Services. The change order amount is \$43,469.00 changing the total contract amount owed to Eagle Construction from \$2,318,514.00 to \$2,361,983.00.

And the amount of the final bill for Carlos Rodriguez architectural services is \$14,062.71 changing the total contract amount from \$221,500.00 to \$235,562.71.

Certification Of Availability of Funds

This is to certify to the Mayor and Council of the TOWNSHIP OF WILLINGBORO that funds for the following resolutions are available.

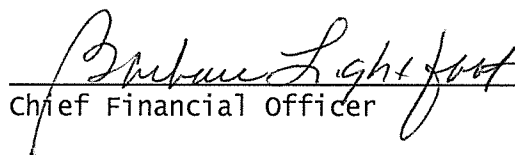
Resolution Date: 12/18/12
Resolution Number: 2012-191

Vendor: RODRIG01 CARLOS RAUL RODRIGUEZ, AIA
CARLOS RAUL RODRIGUEZ, ARCHITECT
1961 BROWNING ROAD
PENNSAUKEN, NJ 081102941

Contract: C8-00007 Mun Bldg/Architect/Phase 1,2,3

Account Number	Amount	Department Description
C-04-55-909-000-014	14,062.71	2009 CAPITAL BUDGET
Total	14,062.71	

Only amounts for the 2012 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

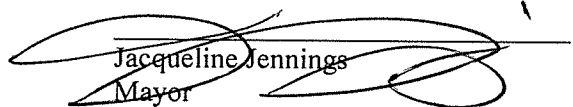
cc: Fin
Rich
Freeholders

RESOLUTION 2012--192
AUTHORIZING AN AGREEMENT
BETWEEN WILLINGBORO TOWNSHIP AND THE BOARD OF
CHOSEN FREEHOLDERS FOR THE ACQUISITION OF
AUTO CART CONTAINERS

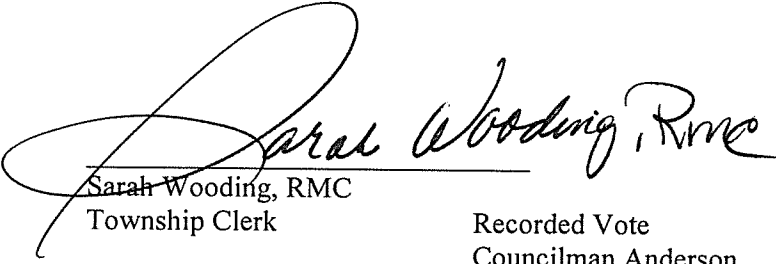
WHEREAS, the Township of Willingboro and the Board of Chosen Freeholders desire to enter into an Agreement providing for the acquisition of Auto Cart Containers (for use by residents for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment); and;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of December, 2012, that the Mayor and Clerk are hereby authorized to sign the attached Agreement representing a minimum Cart Purchase Cost Commitment of \$25,500.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington County Board of Chosen Freeholders and the Finance Office for their information and attention.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Campbell	✓			
Councilman Gordon	✓			
Deputy Mayor Ayrer	✓			
Mayor Jennings	✓			



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

file copy
COPY

December 19, 2012

RRR # 7002 2030 0003 0808 7118
Paul Drayton, County Administrator
49 Rancocas Road
P.O. Box 6000
Mt. Holly, New Jersey 08060

Re: Resolution Authorizing an Agreement between Willingboro Township and the Board of Chosen Freeholders for the Acquisition of Auto Cart Containers

Dear Mr. Drayton;

Enclosed please find a copy of *Resolution 2012-192* that was adopted by Willingboro Township Council on December 18, 2012, regarding the above subject matter.

Please sign and return a fully executed copy back to this office.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC
Township Clerk

/ccm
Encl.

7002 2030 0003 0808 7118

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage Certified Fee
Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
Total Postage & Fees \$

Sent To: Paul Drayton
Postmark: Paul Drayton
City, State, ZIP+4: Willingboro NJ 08046

Street, Apt. No., or PO Box No.: 49 Rancocas Road
City, State, ZIP+4: Willingboro NJ 08046

PS Form 3800, June 2002 See Reverse for Instructions

cc. Tim ✓
Rick
Freeholders ✓

RESOLUTION 2012--192

AUTHORIZING AN AGREEMENT

BETWEEN WILLINGBORO TOWNSHIP AND THE BOARD OF

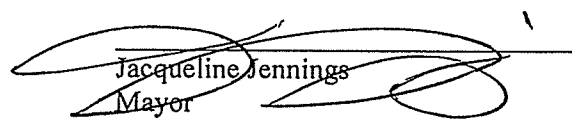
CHOSEN FREEHOLDERS FOR THE ACQUISITION OF

AUTO CART CONTAINERS

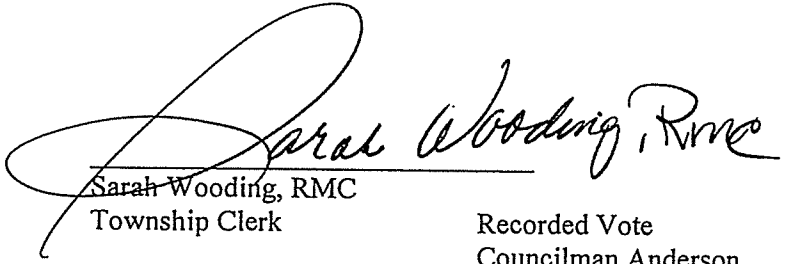
WHEREAS, the Township of Willingboro and the Board of Chosen Freeholders desire to enter into an Agreement providing for the acquisition of Auto Cart Containers (for use by residents for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment); and;

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session this 18th day of December, 2012, that the Mayor and Clerk are hereby authorized to sign the attached Agreement representing a minimum Cart Purchase Cost Commitment of \$25,500.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington County Board of Chosen Freeholders and the Finance Office for their information and attention.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Campbell	✓			
Councilman Gordon	✓			
Deputy Mayor Ayrer	✓			
Mayor Jennings	✓			

Res. 753
10-8-08

BURLINGTON COUNTY RECYCLING PROGRAM
AGREEMENT CONCERNING THE ACQUISITION OF
AUTO CART CONTAINERS in 2012

Municipality: Willingboro Township

Minimum Cart Purchase Cost Commitment: \$25,500.00

This Agreement is made and entered into by and between the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") and the above-named Burlington County Municipality (hereafter, the "Municipality").

WITNESSETH:

WHEREAS, the above-named Municipality has entered into yearly agreements, called Solid Waste Service Contracts, with the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") pursuant to which the Board has agreed to provide for the collection and disposition of recyclable materials generated by the Municipality's residents; and

WHEREAS, the Board has determined to implement a "cart program" by which residents would use carts for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment because use of these carts (a) has been found to improve recycling participation and municipal recycling rates and (b) results in financial savings and other benefits to the County and municipalities; and

WHEREAS, the Board has arranged for the solicitation of bids for its purchase of auto carts for paper recyclables for and on behalf of Burlington County municipalities that are interested in implementing use of auto carts; and

WHEREAS, the Municipality has determined to make a commitment to the Board to purchase carts through the County's solicitation; now, therefore, in consideration of the mutual covenants and agreements stated herein, the Board and Municipality agree as follows:

1. The Municipality commits to the above-stated Minimum Cart Purchase Cost Commitment for purchases made in 2012. Said amount represents the minimum amount the Municipality is willing to spend to make auto cart purchases through the Board. The Municipality agrees to take whatever actions are necessary or required by law in order to secure the funding needed therefor. The municipality may amend this resolution to purchase additional carts if more carts are made available at a later date.

2. The County and Municipality shall establish a schedule for delivery of the carts ordered by the County in reliance on the Municipality's commitment. The carts will be delivered by the vendor to the location designated by the Board as approved by the Municipality. The Municipality shall be responsible for taking appropriate steps necessary for receipt of the carts. It shall take no action that hinders or delays the vendor in delivering and assembling the carts. If the Municipality's failure to properly prepare for the carts results in additional charges assessed by the vendor it shall be responsible for paying them.

3. The Municipality shall be liable to the Board for one-half of the actual purchase cost of each cart acquired by the Board for the Municipality pursuant to this Agreement. Not later than April 30, 2013, the Municipality shall pay one-twelfth (1/12) of the actual cost of the carts. Not later than April 30 of 2014, 2015, 2016, 2017, and 2018 the Municipality shall pay, in equal installments, the balance of the amount payable to the Board pursuant to paragraph 1.

4. Failure of the Municipality to pay the amount owed to the Board or to accept delivery of the carts ordered by the Board at the request of the Municipality shall constitute a breach of this Agreement. The Municipality agrees that it shall be liable for the full amount of the Municipality's share of the cost of the carts purchased by the Board at the Municipality's request and that if the Municipality refuses to pay said sum the Board shall have the right to file an action to recover said amount through a summary proceeding in accordance with New Jersey Court Rules.

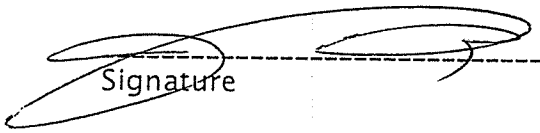
5. Nothing herein shall make the Board liable to the Municipality for any damages or other remedy in the event that the Board fails to proceed with a solicitation for bids for auto carts or fails to award one or more contracts to sellers of auto carts or fails to order the number of carts requested by the Municipality.

6. This Agreement shall be effective on both parties' execution hereof, the Municipality's adoption of an ordinance or resolution authorizing it and adoption of a resolution by the Board.

7. The Municipality agrees that, notwithstanding the fact that it is not required to make any payments for the carts purchased by the Board in 2012 at the Municipality's behest prior to 2013, this is an agreement that is enforceable and supported by good, sufficient and valuable consideration.

IN WITNESS WHEREOF and intending to be bound thereby, the parties have executed this Agreement by their duly authorized representatives.

MUNICIPALITY



Signature

Date: 12/19/12

JACQUELINE JENNINGS

Signatory's typed/printed name

MAYOR

Signatory's Title

Attest: Sarah Wooding, RMC
SARAH WOODING, RMC

Attestant's typed/printed name

Township Clerk

Attestant's Title

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS



Paul Drayton, County Administrator

1/9/13

Date

cc: Rick
Crestal
Fire
Hunda

Res. 753

10-8-08

BURLINGTON COUNTY RECYCLING PROGRAM

AGREEMENT CONCERNING THE ACQUISITION OF AUTO CART CONTAINERS in 2012

Municipality: Willingboro Township

Minimum Cart Purchase Cost Commitment: \$25,500.00

This Agreement is made and entered into by and between the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") and the above-named Burlington County Municipality (hereafter, the "Municipality").

WITNESSETH:

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WHEREAS, the Board has determined to implement a "cart program" by which residents would use carts for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment because use of these carts (a) has been found to improve recycling participation and municipal recycling rates and (b) results in financial savings and other benefits to the County and municipalities; and

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1. The Municipality commits to the above-stated Minimum Cart Purchase Cost Commitment for purchases made in 2012. Said amount represents the minimum amount the Municipality is willing to spend to make auto cart purchases through the Board. The Municipality agrees to take whatever actions are necessary or required by law in order to secure the funding needed therefor. The municipality may amend this resolution to purchase additional carts if more carts are made available at a later date.

2. The County and Municipality shall establish a schedule for delivery of the carts ordered by the County in reliance on the Municipality's commitment. The carts will be delivered by the vendor to the location designated by the Board as approved by the Municipality. The Municipality shall be responsible for taking appropriate steps necessary for receipt of the carts. It shall take no action that hinders or delays the vendor in delivering and assembling the carts. If the Municipality's failure to properly prepare for the carts results in additional charges assessed by the vendor it shall be responsible for paying them.

3. The Municipality shall be liable to the Board for one-half of the actual purchase cost of each cart acquired by the Board for the Municipality pursuant to this Agreement. Not later than April 30, 2013, the Municipality shall pay one-twelfth (1/12) of the actual cost of the carts. Not later than April 30 of 2014, 2015, 2016, 2017, and 2018 the Municipality shall pay, in equal installments, the balance of the amount payable to the Board pursuant to paragraph 1.

4. Failure of the Municipality to pay the amount owed to the Board or to accept delivery of the carts ordered by the Board at the request of the Municipality shall constitute a breach of this Agreement. The Municipality agrees that it shall be liable for the full amount of the Municipality's share of the cost of the carts purchased by the Board at the Municipality's request and that if the Municipality refuses to pay said sum the Board shall have the right to file an action to recover said amount through a summary proceeding in accordance with New Jersey Court Rules.

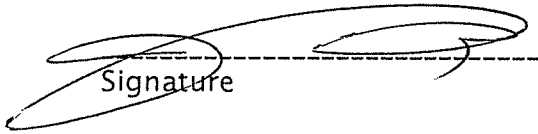
5. Nothing herein shall make the Board liable to the Municipality for any damages or other remedy in the event that the Board fails to proceed with a solicitation for bids for auto carts or fails to award one or more contracts to sellers of auto carts or fails to order the number of carts requested by the Municipality.

6. This Agreement shall be effective on both parties' execution hereof, the Municipality's adoption of an ordinance or resolution authorizing it and adoption of a resolution by the Board.

7. The Municipality agrees that, notwithstanding the fact that it is not required to make any payments for the carts purchased by the Board in 2012 at the Municipality's behest prior to 2013, this is an agreement that is enforceable and supported by good, sufficient and valuable consideration.

IN WITNESS WHEREOF and intending to be bound thereby, the parties have executed this Agreement by their duly authorized representatives.

MUNICIPALITY



Signature

Date: 12/19/12

JACQUELINE JENKINS

Signatory's typed/printed name

MAYOR

Signatory's Title

Attest: Sarah Wooding, RMC
SARAH WOODING, RMC

Attestant's typed/printed name

Township Clerk

Attestant's Title

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

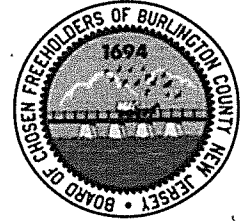


Paul Drayton, County Administrator

1/9/13

Date

Board of Chosen Freeholders
County of Burlington
New Jersey



Office of the
COUNTY SOLICITOR
49 Rancocas Road, Room 225
P.O. Box 6000
Mount Holly, N.J. 08060-6000

PETER H. NELSON
County Solicitor
Tele: (609) 265-5289
Fax: (609) 265-5933

January 16, 2013

Township of Willingboro
1 Rev. Dr. M.L. King Jr., Dr.
Willingboro, NJ 08046

Re: Resolution 753 10/08/08

Dear Sir/Madam:

Enclosed please find a fully executed copy of an agreement for your files.

Thank you.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Peter H. Nelson".

PETER H. NELSON, ESQUIRE
BURLINGTON COUNTY SOLICITOR

Encls.

cc: Erica Brech, Freeholders Office
Monica Leichty, Finance Department
Mary Pat Robbie, Solid Waste

Re

**BURLINGTON COUNTY RECYCLING PROGRAM
AGREEMENT CONCERNING THE ACQUISITION OF
AUTO CART CONTAINERS in 2012**

Municipality: Willingboro Township

Minimum Cart Purchase Cost Commitment: \$25,500.00

This Agreement is made and entered into by and between the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") and the above-named Burlington County Municipality (hereafter, the "Municipality").

WITNESSETH:

WHEREAS, the above-named Municipality has entered into yearly agreements, called Solid Waste Service Contracts, with the Burlington County Board of Chosen Freeholders (hereafter, "Board" or County") pursuant to which the Board has agreed to provide for the collection and disposition of recyclable materials generated by the Municipality's residents; and

WHEREAS, the Board has determined to implement a "cart program" by which residents would use carts for the recycling of paper and cardboard that can be emptied into collection vehicles by specialized equipment because use of these carts (a) has been found to improve recycling participation and municipal recycling rates and (b) results in financial savings and other benefits to the County and municipalities; and

WHEREAS, the Board has arranged for the solicitation of bids for its purchase of auto carts for paper recyclables for and on behalf of Burlington County municipalities that are interested in implementing use of auto carts; and

WHEREAS, the Municipality has determined to make a commitment to the Board to purchase carts through the County's solicitation; now, therefore, in consideration of the mutual covenants and agreements stated herein, the Board and Municipality agree as follows:

cc. Jim ✓
Rick
Freeholders ✓

12/19/12

*Clarise,
Pls. send
letter - need
them to return
a fully executed
copy back.
Thanks,
Sarah*

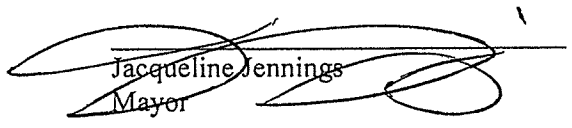
ON 2012--192
N AGREEMENT
VNSHIP AND THE BOARD OF
R THE ACQUISITION OF
NTAINERS

WHEREAS, the
into an Agreement provi
recycling of paper and c
and;

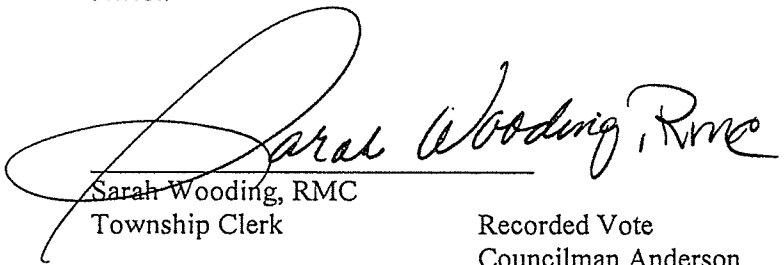
e Board of Chosen Freeholders desire to enter
'art Containers (for use by residents for the
collection vehicles by specialized equipment);

NOW, THEREFC ~~IT IS~~ RESOLVED, by the Township Council of the Township of
Willingboro, assembled in public session this 18th day of December, 2012, that the Mayor and Clerk are
hereby authorized to sign the attached Agreement representing a minimum Cart Purchase Cost
Commitment of \$25,500.

BE IT FURTHER RESOLVED, that copies of this resolution be provided to the Burlington
County Board of Chosen Freeholders and the Finance Office for their information and attention.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Recorded Vote	Yes	No	Abstain	Absent
Councilman Anderson	✓			
Councilman Campbell	✓			
Councilman Gordon	✓			
Deputy Mayor Ayer	✓			
Mayor Jennings	✓			

cc: Prov House
Cristal
for ✓

RESOLUTION NO 2012—193

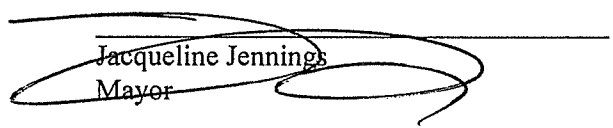
**RESOLUTION AUTHORIZING A PUBLIC DONOR AGREEMENT BETWEEN
PROVIDENCE HOUSE AND WILLINGBORO TOWNSHIP**

WHEREAS, the Shelter for victims of domestic violence in
Willingboro has been operated by the Providence House/Willingboro Shelter; and

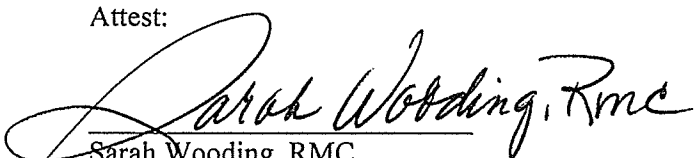
WHEREAS, the Providence House/Willingboro Shelter property is
owned by the Township of Willingboro; and

WHEREAS, it is proper to formally authorize the execution of this
Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council
of the Township of Willingboro, assembled in public session this 18th day of December,
2012, that the Mayor is hereby authorized to execute the attached agreement on behalf of
the Township.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Donor Agreement # _____

PUBLIC DONOR AGREEMENT

AGREEMENT between Providence House Domestic Violence Services Burlington of Catholic Charities- (the "Provider Agency") and Willingboro Township (the "Donor").

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. Definitions – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
 - A. Donated Resources means the total donation made by the Donor as match. Donated Resources may include cash donations and/or In-Kind Contributions.
 - B. In-Kind Contributions means property or services (except the services of volunteers) which benefit the contract program and which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment A to this agreement.
2. Term – This agreement shall begin on January 1, 2013 (date), and shall terminate on December 31, 2013 (date), barring any outstanding obligations of either party.
3. Donated Resources – The Donor agrees to provide Donated Resources in an amount totaling \$28,000 to the Provider Agency.

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

Payment (s)	Date Due	Cash	In-Kind*	Total
	12/31/13	\$15,940	\$12,060	\$28,000
	TOTAL	\$15,940	\$12,060	\$28,000

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.
6. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: Domestic Violence Services
 Service Contract Title: Catholic Charities-Providence House -Burlington
 Service Contract #: 13AKCP

7. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations – The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed in Attachment A to this agreement fairly represents their value to the social service program.

10. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

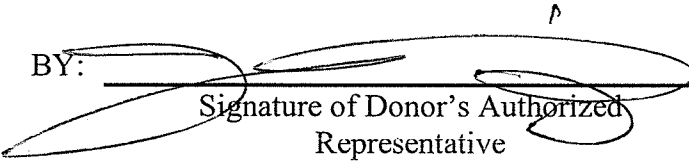
Attachment A

In-Kind Contributions

List the total In-Kind Contributions applicable to each budget category. A detailed description of the In-Kind for each budget category is to be attached.

A.	Personnel Services		
B.	Consultants and Professional Fees		
C.	Materials and Supplies		
D.	Facility Costs	\$12,060	
E.	Specific Assistance to Clients		
F.	Other		
TOTAL IN-KIND CONTRIBUTIONS		\$12,060	

Donor Agreement # _____

BY:  Signature of Donor's Authorized Representative
BY: _____ Signature of the Provider Agency's Authorized Representative

NAME:	<u>JACQUELINE JENNINGS</u>	NAME:	<u>Marlene Laó-Collins</u>
TITLE:	<u>MAYOR</u>	TITLE:	<u>Executive Director</u>
DONOR:		PROVIDER AGENCY:	<u>Catholic Charities</u>
DONOR ADDRESS:	<u>ONE REV. DR. M.L.KING, JR. DRIVE</u>	PROVIDER ADDRESS:	<u>383 West State Street</u>
PHONE NUMBER:	<u>WILLINGBORO, N.J. 08046</u>	PHONE NUMBER:	<u>Trenton, NJ 08618</u>
DATED:	<u>609-877-2200</u>	DATED:	<u>609-394-5181</u>
	<u>12/18/12</u>		

Donor Agreement # _____

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

Payment (s)	Date Due	Cash	In-Kind*	Total
	12/31/12	15,940	12,060	28,000
	TOTAL	15,940		28,000

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.

6. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: Domestic Violence Services

Service Contract Title: Providence House Domestic Violence Services of Catholic Charities (Burlington County

Service Contract #: 13AKCP

7. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

Marlene Laó-Collins
Executive Director

Jean L. Metz, ACSW, LCSW
Service Area Director
Providence House Domestic Violence Services



www.catholiccharitiestrenton.org

November 15, 2012

Sarah Wooding, Willingboro Township Clerk
Willingboro Township
One Salem Road
Willingboro, NJ 08046

RECEIVED
DEC 4 2012
OFFICE OF THE TOWNSHIP CLERK
WILLINGBORO, NEW JERSEY

Dear Ms. Wooding:

On behalf of Providence House Domestic Violence Services of Catholic Charities, I am writing to you regarding the Public Donor Agreement between Providence House and Willingboro Township, which we renew annually for submission with our contract to the New Jersey Department of Children and Families.

Because the Department of Children and Families requires that the Public Donor Agreement be included in our contract renewal and we need to submit it to them promptly, to facilitate the process I would be happy to have a Providence House staff person pick up the agreement when you have signed it or it can be mailed to our P.O. Box listed on this letterhead. If you have any questions or would like to discuss the agreement, please contact Jeanette Hennessy, Contract/Grant Manager, at 856-824-0599 or jhennessy@cctrenton.org.

I have included a copy of the 2012 completed agreement as well as two copies of the 2013 agreement in need of signature. As always, we at Providence House Domestic Violence Services are grateful to Willingboro Township for your generous and steadfast support of victims of domestic violence. Our mission to break the cycle of violence through education, empowerment and advocacy, and to bring peace to every home, would not be achievable without excellent community friends like Willingboro Township. We thank you again for being our partner in this mission.

Sincerely,

Jean Metz, ACSW, LCSW
Service Area Director

Encl.

renewing *lives*, restoring *hope*

Providence House Domestic Violence Services

P.O. Box 496 • Willingboro, New Jersey 08046 • 24 Hour Hotline: 609-871-7551 or Toll Free: 877-871-7551
Counseling Center: 856-824-0599 • FAX: 856-824-9340



TOWNSHIP OF WILLINGBORO

MUNICIPAL COMPLEX
1 Rev. Dr. M.L. King, Jr. Dr.
Willingboro, New Jersey 08046
(609) 877-2200 FAX (609) 877-1278

file copy

COPY

December 19, 2012

RRR# 7011 1570 0001 2179 8639

Marlene Lao - Collins Executive Director
Catholic Charities
383 West State Street
Trenton, NJ 08618

Re: Resolution Authorizing a Public Donor Agreement Between Provident House and Willingboro Township

Dear Ms. Lao-Collins

Enclosed please find a copy of *Resolution 2012-193* that was adopted by Willingboro Township Council on December 18, 2012, regarding the above subject matter.

Please sign and return a fully executed copy back to this office.

Should you have any questions please contact this office at (609) 877-2200 ext. 1028.

Sincerely,

Sarah Wooding, RMC
Township Clerk

/ccm
Encl.

7011 1570 0001 2179 8639

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurence Coverage Provided)	
OFFICIAL USE	
For delivery information visit our website at www.usps.com	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	
Sent To	Marlene Lao Collins Catholic Charities 383 W. State St Trenton, NJ 08618
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	Trenton NJ 08618
PS Form 3800, August 2006	See Reverse for Instructions

✓ cc: P. Wooding
Christal ✓
for

RESOLUTION NO 2012—193

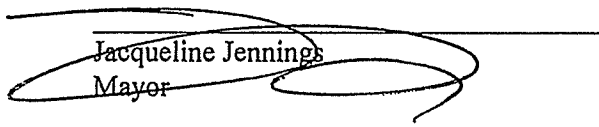
RESOLUTION AUTHORIZING A PUBLIC DONOR AGREEMENT BETWEEN
PROVIDENCE HOUSE AND WILLINGBORO TOWNSHIP

WHEREAS, the Shelter for victims of domestic violence in
Willingboro has been operated by the Providence House/Willingboro Shelter; and

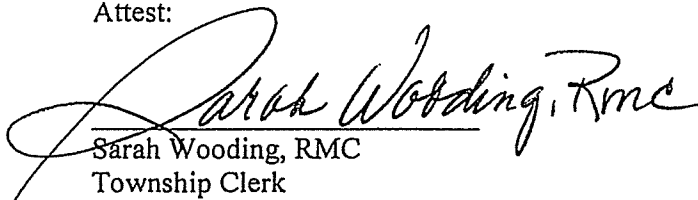
WHEREAS, the Providence House/Willingboro Shelter property is
owned by the Township of Willingboro; and

WHEREAS, it is proper to formally authorize the execution of this
Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council
of the Township of Willingboro, assembled in public session this 18th day of December,
2012, that the Mayor is hereby authorized to execute the attached agreement on behalf of
the Township.


Jacqueline Jennings
Mayor

Attest:


Sarah Wooding, RMC
Township Clerk

Donor Agreement # _____

PUBLIC DONOR AGREEMENT

AGREEMENT between Providence House Domestic Violence Services Burlington of Catholic Charities- (the "Provider Agency") and Willingboro Township (the "Donor").

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. Definitions – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
 - A. Donated Resources means the total donation made by the Donor as match. Donated Resources may include cash donations and/or In-Kind Contributions.
 - B. In-Kind Contributions means property or services (except the services of volunteers) which benefit the contract program and which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment A to this agreement.
2. Term – This agreement shall begin on January 1, 2013 (date), and shall terminate on December 31, 2013 (date), barring any outstanding obligations of either party.
3. Donated Resources – The Donor agrees to provide Donated Resources in an amount totaling \$28,000 to the Provider Agency.

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

Payment (s)	Date Due	Cash	In-Kind*	Total
	12/31/13	\$15,940	\$12,060	\$28,000
	TOTAL	\$15,940	\$12,060	\$28,000

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.
6. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: Domestic Violence Services
 Service Contract Title: Catholic Charities-Providence House -Burlington
 Service Contract #: 13AKCP

7. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor's obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor's ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations – The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

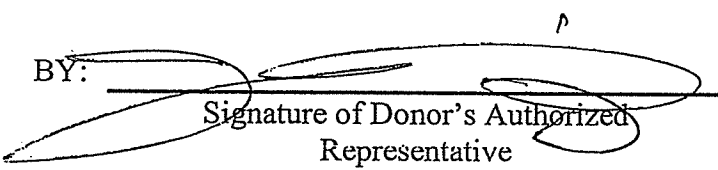
In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed in Attachment A to this agreement fairly represents their value to the social service program.

10. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY: 
Signature of Donor's Authorized Representative

BY: _____
Signature of the Provider Agency's Authorized Representative

NAME: JACQUELINE JENNINGS
TITLE: MAYOR
DONOR: _____
DONOR ADDRESS: ONE REV. DR. M.L.KING, JR. DRIVE
WILLINGBORO, N.J. 08046
PHONE NUMBER: _____
DATED: 609-877-2200
12/18/12

NAME: Marlene Laó-Collins
TITLE: Executive Director
PROVIDER AGENCY: Catholic Charities
PROVIDER ADDRESS: 383 West State Street
Trenton, NJ 08618
PHONE NUMBER: 609-394-5181
DATED: _____

Donor Agreement # _____

Attachment A

In-Kind Contributions

List the total In-Kind Contributions applicable to each budget category. A detailed description of the In-Kind for each budget category is to be attached.

A.	Personnel Services		
B.	Consultants and Professional Fees		
C.	Materials and Supplies		
D.	Facility Costs	\$12,060	
E.	Specific Assistance to Clients		
F.	Other		
TOTAL IN-KIND CONTRIBUTIONS		\$12,060	

Donor Agreement # _____

4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

Payment (s)	Date Due	Cash	In-Kind*	Total
	12/31/12	15,940	12,060	28,000
	TOTAL	15,940		28,000

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.
6. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: Domestic Violence Services
 Service Contract Title: Providence House Domestic Violence Services of Catholic Charities (Burlington County)
 Service Contract #: 13AKCP

7. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

RESOLUTION NO 2012—193

RESOLUTION AUTHORIZING A PUBLIC DONOR AC
PROVIDENCE HOUSE AND WILLINGBORO

12/19/12

*Chris,
Pls. send
letter - need
them to return
a fully executed
copy back.
Thanks,
Sarah*

WHEREAS, the Shelter for victims of domestic
Willingboro has been operated by the Providence House/Willin

WHEREAS, the Providence House/Willingboro
owned by the Township of Willingboro; and

WHEREAS, it is proper to formally authorize the executi
Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council
of the Township of Willingboro, assembled in public session this 18th day of December,
2012, that the Mayor is hereby authorized to execute the attached agreement on behalf of
the Township.

Jacqueline Jennings
Mayor

Attest:

Sarah Wooding, RMC
Sarah Wooding, RMC
Township Clerk

RESOLUTION NO. 2012---194
A RESOLUTION OF THE TOWNSHIP OF WILLINGBORO AUTHORIZING
AN EXECUTIVE SESSION OF THE TOWNSHIP COUNCIL

WHEREAS, the New Jersey Open Public Meetings Act, N.J.S.A. 10:4-6 et seq., permits a public body to exclude the public from portions of a meeting at which specific matters set forth in N.J.S.A. 10:4-12b are discussed; and

WHEREAS, a request has been made of the Township Council assembled in public session on this 18th day of December, 2012 to convene a closed Executive session consistent with the provisions of N.J.S.A. 10:4-12b; and

NOW, THEREFORE, upon motion duly made and seconded and passed by a vote of 5 in favor and 0 opposed, **BE IT RESOLVED** by the Township Council of the Township of Willingboro, County of Burlington, State of New Jersey that an Executive Session of the Township Council meeting shall be convened to discuss one or more of the following categories as noted:

1. Any matter which, by express provision of federal law, state statute or rule of court is rendered confidential or excluded from the public portion of the meeting.
2. Any matter in which the release of information would impair the right to receive funds from the United States Government.
3. Any material the disclosure of which constitutes and unwarranted invasion of privacy as set forth in N.J.S.A. 10:4-12b(3).
- X 4. Any Collective Bargaining Agreement or the terms and conditions which are proposed for inclusion in any Collective Bargaining Agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees.
5. Any matter involving the purchase, lease or acquisition of real estate with public funds, the setting of banking rates or investment of public funds where it could adversely affect the public interest if discussions of such matters were disclosed.
6. Any tactics and techniques utilized in protecting the safety and property of the public and any investigations of violations or possible violations of law.
7. Any pending or anticipated litigation or contract negotiations in which Township Council is or may become a party.
8. Any matters falling within the attorney/client privilege to the extent that confidentiality is required for the attorney to exercise his/her ethical duties as a lawyer.

cc: Jim

RESOLUTION 2012—195

RESOLUTION OF THE TOWNSHIP OF WILLINGBORO ESTABLISHING A SNOW REMOVAL RESERVE

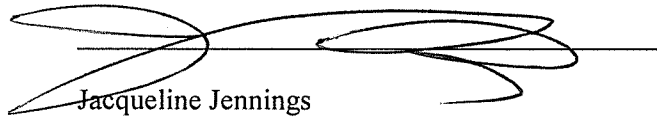
WHEREAS, the Township has determined a need to establish a snow removal reserve pursuant to N.J.S.A. 40A:4-62.1; and

WHEREAS, the Township has \$73,890.63 of unexpended snow removal funds in the 2012 budget; and

WHEREAS, said unexpended budget shall be lapsed into a snow removal reserve.

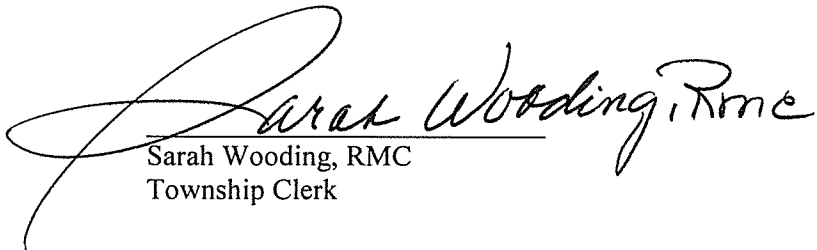
NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Willingboro, assembled in public session the 18th day of December, 2012, that the township approves the snow removal reserve funds.

BE IT FURTHER RESOLVED that copies of this resolution shall be provided to the Manager, Finance Department and Auditor for their information.



Jacqueline Jennings
Mayor

Attest:



Sarah Wooding, RMC
Township Clerk