

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 17-2016

Date: March 15, 2016

**RESOLUTION OF THE GOVERNING BODY OF THE NORTHWEST BERGEN
COUNTY UTILITIES AUTHORITY AUTHORIZING CONNECTION FEE PAYMENT
AGREEMENT WITH TOLL NJ XII LP FOR 845 EWING AVENUE, BOROUGH OF
FRANKLIN LAKES**

WHEREAS, Toll NJ XII LP ("User") is the owner of property located at 845 Ewing Avenue, Franklin Lakes, New Jersey 07417 ("Property"); and

WHEREAS, the User has filed an application with the Northwest Bergen County Utilities Authority ("Authority") to connect the Property to the Authority's sewer system; and

WHEREAS, the Authority has determined that it is in its best interest to permit the User to connect its Property to the Authority's system and to enter into the attached Connection Fee Payment Agreement with the User; and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Northwest Bergen County Utilities Authority, as follows:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Authority's Executive Director is hereby authorized to enter into the attached Connection Fee Payment Agreement on behalf of the Authority, and to execute such further documents, and undertake such other tasks that are reasonably required to carry out and consummate the transactions contemplated by attached Connection Fee Payment Agreement.
3. This Resolution shall be effective immediately.

ADOPTED: March 15, 2016

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

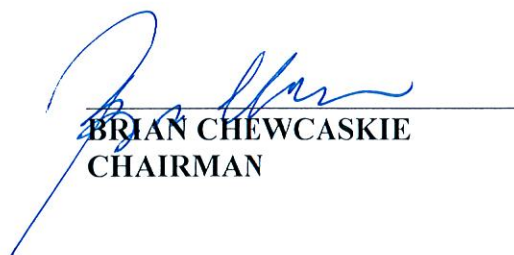
No. 17-2016

Date: March 15, 2016

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COUNTY UTILITIES AUTHORITY AUTHORIZING CONNECTION FEE PAYMENT
AGREEMENT WITH TOLL NJ XII LP FOR 845 EWING AVENUE, BOROUGH OF
FRANKLIN LAKES**

I hereby certify that this is a true copy of a resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a regular meeting held on March 15, 2016.


ALISON GORDON
SECRETARY


BRIAN CHEWCASKIE
CHAIRMAN

| | Bonagura | DaPuzzo | DePhillips | Gabbert | Kasparian | Kelaher | Plumley | Salazer | Chewcaskie |
|----------|----------|---------|------------|---------|-----------|---------|---------|---------|------------|
| Offered | | | ✓ | | | | | | |
| Seconded | | ✓ | | | | | | | |
| Aye | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | | | |
| Absent | ✓ | | | ✓ | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

CONNECTION FEE PAYMENT AGREEMENT

This Connection Fee Payment Agreement ("Agreement") is made effective as of the 13th day of January, 2016 (the "Effective Date") between the NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY (the "AUTHORITY"), having its address at 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463, and Toll NJ XII, LP ("USER"), having its address at 250 Gibraltar Road, Horsham Pa 19044.

1. Background and Purpose

1.1 USER is the [owner/tenant] of certain premises located at 845 Ewing Avenue, Franklin Lakes, New Jersey (the "Property").

1.2 USER has filed an application with the AUTHORITY to connect its development known as "The Reserve at Franklin Lakes" (formerly known as High Mountain Tract) to the Authority" sewer system. The development shall consist of 1 one- bedroom units, 33 2-bedroom units, 231 3-bedroom or larger units and a 5,465 square foot office building, totaling 78,922 GPD or \$619,537.70 in connection fees.

1.3 Pursuant to N.J.S.A. 40:148-22, USER is obligated to pay a sewer connection fee to the Authority in the amount of \$7.85/GPD (the "Connection Fee") as a result of the connection described in Section 1.2 above, which sewer connection fee is due and owing.

1.4 USER has requested a payment plan for the payment of the Connection Fee over time rather than all upfront. The AUTHORITY and USER have determined that it is in their respective best interests to enter into this Agreement and have USER connect its property to the Authority's system.

2. **Payment**

2.1 USER hereby agrees to pay to the AUTHORITY the Connection Fee as follows: (a) USER shall pay One Hundred and Sixty Nine Thousand and 70 cents (\$169,537.70) upon execution of this Agreement; and (b) USER shall pay the AUTHORITY the remaining balance of Four Hundred and Fifty Thousand (\$450,000) together with interest thereon, calculated at 6.0 % per annum from the Effective Date in three (3) equal installments of principal and interest due annually on the anniversary of this Agreement. Each installment to be in the amount of \$168,349.42. An amortization schedule for the payments is attached hereto as Schedule "A."

2.2 In the event that any installment payment shall not be made within five (5) days of the first business day of the date due, USER shall be obligated to pay a "late fee" equal to 5% of the amount past due, which late fee shall be due and payable immediately.

2.3 All payments shall be made payable to "Northwest Bergen County Utilities Authority" and shall be delivered directly to 30 Wyckoff Avenue, P.O. Box 255, Waldwick, New Jersey 07463.

2.4 USER has the right to prepay the amount set forth in Section 2.1, in which event prepayments shall be applied in inverse order to payments coming due hereunder.

2.5 If USER defaults on any of the aforesaid payments, the AUTHORITY shall have the right to accelerate all sums due. In addition to all other rights and remedies, at law or in equity, the AUTHORITY may also make application to the court, ex parte, for an order reducing the unpaid Connection Fee amount (plus late fees, if any), as well as any costs and attorneys' fees incurred by the AUTHORITY in connection with its preparation of court filings and appearances, to a judgment. For the purposes of this paragraph, default shall occur if any

installment payment due hereunder is not made in full within ten (10) days after its due date.

2.6 In addition to any remedy provided by N.J.S.A. 40:14B-1 et seq., including, but not limited to subjecting the unpaid balance to tax sale, the AUTHORITY, on notification to the Borough of Franklin Lakes Building Department, may have the Borough Building Code official close the facility until such time as any outstanding payments, including interest and fees, are paid.

2.7 The effectiveness of this Agreement is conditioned upon the simultaneous delivery to the AUTHORITY of the Guaranty of Toll Bros. L.P. ("Guarantor") or other suitable payment assurance. Guarantor shall provide the Authority with a sufficient financial disclosures including both corporate and personal for its review and approval as a condition precedent to accepting the guaranty of Guarantor as payment assurance.

2.8 In the event that USER does not proceed with development of the Property in the manner as set forth in Section 1.2 above, the USER shall be entitled to a refund of any and all Connection Fees not utilized by USER.

3. Discharge Limitations

USER agrees to comply with the AUTHORITY'S sewer rules and regulations.

4. Non-Dischargeable Debt

The obligations in this Agreement are imposed pursuant to the police powers of the State of New Jersey for the enforcement of law and the protection of public health, safety and welfare, and are not intended to constitute a debt or debts which may be limited or discharged in bankruptcy proceedings.

5. Fair Representation

The parties represent that they have had the opportunity to consult an attorney to review this Agreement.

6. Who is Bound

This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective legal representatives, agents, successors, assigns, heirs, executors, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.

7. Complete Agreement

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements or understandings dealing with the same subject matter. No party has agreed to do anything other than as is expressly stated in this Agreement.

8. Choice of Law

This Agreement shall in all respects be interpreted, enforced and governed by the laws of the State of New Jersey.

9. Modification

No modification or amendment of this Agreement will be enforceable unless it is in writing and signed by the party to be charged.

10. Severability

Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions hereof shall not be affected thereby and said illegal, unenforceable, or invalid part, term, or provision shall be deemed not to be a part of this Agreement.

11. Negotiated Agreement; No Construction Against Any Party

Each party to this Agreement has read this Agreement and has freely and voluntarily executed it. No ambiguity that may arise in this Agreement shall be resolved by construing the Agreement against any of the parties as drafter of same.

12. Attestation of Parties

Each of the parties represents and warrants that it has carefully read each and every provision of this Agreement, and that each fully understands all of the terms and conditions contained in each provision of this Agreement. Each of the parties represents and warrants that it is entering into this Agreement voluntarily, of its own free will, without any pressure or coercion from any person or entity whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, at the date set forth for each, with the Agreement to be deemed effective as of _____, 2016.

NORTHWEST BERGEN COUNTY
UTILITIES AUTHORITY

By: _____

Date: _____

Toll NEXII LP., USER

Date: _____

Date: 1.13.2016

By: Toll Land Corp NO. 10

General Partner

Craig Cherry

Title: AUTHORIZED REPRESENTATIVE

SCHEDULE A
AMORTIZATION SCHEDULE

| | |
|-----------------------------|--------------|
| Initial Payment | \$169,537.70 |
| End of 1 st Year | \$168,349.42 |
| End of 2 nd Year | \$168,349.42 |
| End of 3 rd Year | \$168,349.42 |

Guaranty

This Guaranty is given by the undersigned to the Northwest Bergen County Utilities Authority (the "AUTHORITY") in order to induce the AUTHORITY to enter into that Certain Connection Fee Payment Agreement dated _____, 2015 (the "Connection Fee Agreement") to which this Guaranty is attached.

I, _____ hereby guarantee to the AUTHORITY all of the obligations of Toll NJ XII, LP ("USER") contained in the Connection Fee Agreement. This Guaranty applies not only to the prompt payment, when due, of all payment obligations of USER, but also to all other obligations of USER under the Connection Fee Agreement.

If USER fails to make payment of any of its obligations set forth in the Connection Fee Agreement, I agree, without the AUTHORITY having to proceed against USER, to pay on demand all sums due or to become due to the AUTHORITY from USER, as well as all losses, attorneys' fees and expenses incurred by the AUTHORITY by reason of USER's failure. This is a guaranty of payment and not of collection and the AUTHORITY shall be under no obligation to take any action against the USER or any person liable with respect to the obligations or resort to any collateral held by the AUTHORITY as a condition precedent to the undersigned being obligated to perform as agreed herein. I agree that a separate action may be brought and prosecuted against me, regardless of whether action is brought against USER, or any of its successors in interest, or whether USER is joined in any such action. This Guaranty shall continue until all payments required under the Connection Fee Agreement, including interest, costs and attorneys' fees incurred by the AUTHORITY, are made. No omissions or delay by the AUTHORITY to enforce any right or remedy reserved to it, or to require performance of any of the terms of this Guaranty or the attached Connection Fee Agreement, shall be a

Waiver of any such right or remedy to which the AUTHORITY is entitled, nor shall it in any way affect the right of the AUTHORITY to enforce such provisions thereafter.

I further agree to indemnify and hold the AUTHORITY harmless from and against any and all losses, claims, liabilities and damages, including attorneys' fees and costs, suffered or incurred by the AUTHORITY arising from any breach of the Connection Fee Agreement by USER or of this Guaranty by me.

I further understand and agree that the obligations in this Guaranty are imposed pursuant to the police powers of the State of New Jersey for the enforcement of law and the protection of public health, safety and welfare, and are not intended to constitute a debt or debts which may be limited or discharged in bankruptcy proceedings. The undersigned hereby waive any rights to interpose any defense, counterclaim or offset of any nature and description which it may have or which may exist between and among USER, the AUTHORITY and/or the undersigned.

I acknowledge that this Guaranty is given for good and valuable consideration, based upon the benefits conferred on me by allowing USER to connect to the Authority's sewer system and under the Connection Fee Agreement.

_____, Guarantor

Residing at: _____
Address

Sworn to and subscribed before me

This ____ day of _____, 2015

Notary Public

Notary Public

-----, Guarantor

Residing at: (address)

PNC Bank, National Association
International Trade Service Operations
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Customer Service: 1-800-682-4699
SWIFT Address: PNCCU533



BENEFICIARY:
NORTHWEST BERGEN COUNTY UTILITY
AUTHORITY
30 WYCKOFF AVE.
WALDWICK NJ 07463

APPLICANT:
TOLL NJ XII, L.P.
C/O FIRST HUNTINGDON FINANCE CORP.
250 GIBRALTAR ROAD
HORSHAM, PA 19044

IRREVOCABLE STANDBY LETTER OF CREDIT

OUR REFERENCE: 18125345-00-000
AMOUNT: USD \$505,048.26
ISSUE DATE: MARCH 11, 2016
EXPIRY DATE: MARCH 11, 2017
EXPIRY PLACE: OUR COUNTERS

GENTLEMEN:

WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT IN FAVOR OF NORTHWEST BERGEN COUNTY UTILITY AUTHORITY (THE "BENEFICIARY") AT THE REQUEST OF AND FOR THE ACCOUNT OF TOLL NJ XII L.P. (THE "APPLICANT"), C/O FIRST HUNTINGDON FINANCE CORP., 250 GIBRALTAR ROAD, HORSHAM PA 19044, FOR AN AMOUNT OR AMOUNTS NOT TO EXCEED USD\$505,048.26 (FIVE HUNDRED FIVE THOUSAND FORTY EIGHT AND 26/100 UNITED STATES DOLLARS) AVAILABLE FOR PAYMENT AGAINST YOUR DRAFT(S) DRAWN AT SIGHT ON US AND ACCOMPANIED BY A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NORTHWEST BERGEN COUNTY UTILITY AUTHORITY READING AS FOLLOWS:

"I, (STATE NAME AND TITLE) HEREBY CERTIFY THAT I AM A REPRESENTATIVE OF NORTHWEST BERGEN COUNTY UTILITY AUTHORITY AUTHORIZED TO EXECUTE THIS STATEMENT AND DEMAND PAYMENT OF USD (INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION, LETTER OF CREDIT NO. 18125345-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF OUR DRAWING REPRESENTS THE AMOUNT DUE US AS TOLL NJ XII, L.P. HAS FAILED TO COMPLY WITH THE TERMS OF THE SEWER CONNECTION FEE PAYMENT AGREEMENT, BETWEEN THE APPLICANT AND BENEFICIARY."

THIS LETTER OF CREDIT EXPIRES AT OUR COUNTERS AT 5:00P.M. EASTERN TIME ON MARCH 11, 2017; HOWEVER, IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ADDITIONAL ONE (1) YEAR PERIODS FROM THE CURRENT EXPIRATION DATE SET HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED OR CERTIFIED MAIL, OR OVERNIGHT COURIER THAT WE ELECT NOT TO FURTHER EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. UPON RECEIPT OF SUCH NOTICE YOU MAY DRAW HEREUNDER AGAINST PRESENTATION OF YOUR DRAFT(S) DRAWN AT SIGHT, ACCOMPANIED BY A DATED STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NORTHWEST BERGEN COUNTY UTILITY AUTHORITY, READING AS FOLLOWS:

PNC Bank, National Association
International Trade Service Operations
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Customer Service: 1-800-682-4689
SWIFT Address: PNCCUS33



"I, (STATE NAME AND TITLE) HEREBY CERTIFY THAT I AM A REPRESENTATIVE OF NORTHWEST BERGEN COUNTY UTILITY AUTHORITY AUTHORIZED TO EXECUTE THIS STATEMENT AND DEMAND PAYMENT OF USD\$(INSERT AMOUNT) UNDER PNC BANK, NATIONAL ASSOCIATION, LETTER OF CREDIT NO. 18125345-00-000. I FURTHER CERTIFY THAT THE AMOUNT OF THIS DRAWING REPRESENTS FUNDS DUE US AS WE HAVE BEEN NOTIFIED THAT PNC BANK, NATIONAL ASSOCIATION, HAS ELECTED NOT TO FURTHER EXTEND THIS LETTER OF CREDIT, WE HAVE NOT RELEASED TOLL NJ XII L.P. FROM ITS OBLIGATIONS TO US."

DRAFT(S) DRAWN UNDER THIS LETTER OF CREDIT MUST STATE: "DRAWN UNDER PNC BANK, NATIONAL ASSOCIATION, LETTER OF CREDIT NUMBER 18125345-00-000 DATED MARCH 11, 2016."

PARTIAL DRAWING(S) AND MULTIPLE PRESENTATION(S) ARE PERMITTED UNDER THIS LETTER OF CREDIT.

THE AMOUNT OF A DRAWING PAID HEREUNDER WILL BE REDUCED BY AMENDMENT UPON OUR RECEIPT OF YOUR COMPLETED, SIGNED AND DATED REDUCTION CERTIFICATE IN THE FORM OF EXHIBIT "A". THE AGGREGATE AMOUNT OF THIS LETTER OF CREDIT WILL BE REDUCED BY THE AMOUNT OF ANY DRAWING PAID HEREUNDER.

THIS LETTER OF CREDIT WILL BE CANCELED BY AMENDMENT UPON OUR RECEIPT BEFORE THE EXPIRY DATE, OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE, OF THE ORIGINAL OF THIS LETTER OF CREDIT, AND ANY AMENDMENT(S) THERETO, ACCOMPANIED BY YOUR SIGNED AND DATED CANCELLATION LETTER IN THE FORM ATTACHED HERETO AS EXHIBIT "B" (WITH INSTRUCTIONS THEREIN COMPLIED WITH) ARE REQUIRED IN ORDER TO CANCEL THIS LETTER OF CREDIT.

WE HEREBY ENGAGE WITH YOU THAT DRAFTS(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO US AT THIS OFFICE ON OR BEFORE THE EXPIRY DATE OR ANY AUTOMATICALLY EXTENDED EXPIRY DATE.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, 2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 ("UCP600").

A handwritten signature in black ink, appearing to be 'John R. [unclear]', written over a horizontal line.

PNC BANK, NATIONAL ASSOCIATION
INTERNATIONAL TRADE SERVICE OPERATIONS

PNC Bank, National Association
International Trade Service Operations
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Customer Service: 1-800-682-4689
SWIFT Address: PNCCU533



EXHIBIT "A" - REDUCTION CERTIFICATE

TO: PNC BANK, NATIONAL ASSOCIATION
500 FIRST AVENUE, SECOND FLOOR
P7-PFSC-02-T
PITTSBURGH, PA 15219
ATTN: INTERNATIONAL TRADE SERVICES

RE: IRREVOCABLE LETTER OF CREDIT NO. 18125345-00-000.

AS BENEFICIARY OF THE ABOVE REFERENCED LETTER OF CREDIT, I REQUEST THAT
THE AMOUNT AVAILABLE FOR DRAWING UNDER THE LETTER OF CREDIT BE REDUCED
BY USD(INSERT AMOUNT IN WORDS), (INSERT AMOUNT IN FIGURES)

SIGNED,

NORTHWEST BERGEN COUNTY UTILITY AUTHORITY

BY: _____

NAME: _____

TITLE: _____

PNC Bank, National Association
International Trade Service Operations
500 First Avenue - 2nd Floor
Pittsburgh, PA 15219
Mail Stop: P7-PFSC-02-T

Customer Service: 1-800-682-4689
SWIFT Address: PNCCUS33



EXHIBIT "B" - CANCELLATION CERTIFICATE

TO: PNC BANK, NATIONAL ASSOCIATION
500 FIRST AVENUE, SECOND FLOOR
P7-PFSC-02-T
PITTSBURGH, PA 15219
ATTN: INTERNATIONAL TRADE SERVICES

RE: IRREVOCABLE LETTER OF CREDIT NO. 18125345-00-000.

AS BENEFICIARY OF THE ABOVE REFERENCED LETTER OF CREDIT, WE REQUEST THAT
THE LETTER OF CREDIT BE CANCELED UPON YOUR RECEIPT OF THIS REQUEST.

ENCLOSED HEREIN ARE THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENT(S)
THERE TO.

SIGNED,

NORTHWEST BERGEN COUNTY UTILITY AUTHORITY

BY: _____

NAME: _____

TITLE: _____

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 18-2016

Date: March 15, 2016

PROPOSED SANITARY SEWER EXTENSION – THE RESERVE AT FRANKLIN LAKES, 845 EWING AVENUE, FRANKLIN LAKES BLOCK 3104, LOT 1, BLOCK 3105 LOT 1, BLOCK 3205 LOT 2, BLOCK 3206 LOTS 1, 1.01, 1.02 & 2, BLOCK 3207 LOTS 3 & 5, BLOCK 3208 LOTS 2, 3 & 4 BOROUGH OF FRANKLIN LAKES, NEW JERSEY

WHEREAS, an application has been made to the Northwest Bergen County Utilities Authority (hereinafter sometimes referred to as the “Authority”) by Toll XII LP (hereinafter referred to as the “Applicant”) for approval of a proposed sanitary sewer extension to be located at 845 Ewing Avenue in the Borough of Franklin Lakes (hereinafter referred to as the “Property”); and

WHEREAS, the Property proposes to provide sanitary sewer service to a 60 single family homes, 160 townhomes, 55 multifamily condominiums and a clubhouse in the Borough of Franklin Lakes; and

WHEREAS, the Authority’s technical advisor has reviewed the application and the documents and drawings submitted in support thereof and has determined that the submission is incomplete for the following reasons:

1. Municipality endorsements on the Treatment Works Application for the property;
2. Engineer’s signatures on the Treatment Works Application
3. Municipality resolution authorizing endorsement of the Application; and

WHEREAS, the technical advisor recommends that the Authority approve the Property contingent upon the submission of the above listed items and subject to fulfillment of certain terms and conditions, finding that when completed, the Property will contribute an average daily flow of 78,922 gallons per day (gpd), or 278 additional residential EDUs to the Authority’s systems.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the application made by Toll XII LP for approval of a proposed sanitary sewer extension to be located at 845 Ewing Avenue in the Borough of Franklin Lakes be approved contingent upon the submission of the missing items listed in paragraph 3 and upon the condition that the Applicant, its principals, agents, successors or assigns fulfill the following terms and conditions:

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 18-2016

Date: March 15, 2016

**PROPOSED SANITARY SEWER EXTENSION – THE RESERVE AT FRANKLIN
LAKES, 845 EWING AVENUE, FRANKLIN LAKES
BLOCK 3104, LOT 1, BLOCK 3105 LOT 1, BLOCK 3205 LOT 2, BLOCK 3206 LOTS 1,
1.01, 1.02 & 2, BLOCK 3207 LOTS 3 & 5, BLOCK 3208 LOTS 2, 3 & 4
BOROUGH OF FRANKLIN LAKES, NEW JERSEY**

1. The construction shall conform to all applicable requirements of Borough of Franklin Lakes;
2. The installation of the sewers and appurtenances be inspected and approved by the Borough of Franklin Lakes;
3. That all newly constructed sewers be tested for infiltration and exfiltration and that such testing be observed and the results approved by an Authority engineer who has been provided with 2 days notice of such testing;
4. That the Applicant pay for engineering expenses incurred by the Authority for all inspection and testing of the sewers and appurtenances;
5. That the Applicant pay for all Authority application fees, legal fees and other application, administrative, technical or any other expenses relating to review of the Property;
6. That any manholes constructed or modified by reason of this Property be fitted with sewer guards to prevent inflow. All manholes constructed must be installed with all required waterproofing measures, including exterior painting and pipe gasket interlock;
7. That water conserving plumbing fixtures be installed in all new building construction to be serviced by the Property;
8. That the Authority be notified by the Applicant or its designee prior to commencement of sanitary sewer installation;

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 18-2016

Date: March 15, 2016

**PROPOSED SANITARY SEWER EXTENSION – THE RESERVE AT FRANKLIN LAKES, 845 EWING AVENUE, FRANKLIN LAKES
BLOCK 3104, LOT 1, BLOCK 3105 LOT 1, BLOCK 3205 LOT 2, BLOCK 3206 LOTS 1, 1.01, 1.02 & 2, BLOCK 3207 LOTS 3 & 5, BLOCK 3208 LOTS 2, 3 & 4
BOROUGH OF FRANKLIN LAKES, NEW JERSEY**

9. That prior to placing this connection into service, the Applicant must submit to the Authority for approval NJDEP Form WQM-005; and
10. That the Applicant comply with the rules and regulations of the Authority and the New Jersey Department of Environmental Protection; and be it

FURTHER RESOLVED, that upon written assurance of fulfillment by the Applicant of the foregoing terms and conditions, the Authority Superintendent be and is herewith authorized on behalf of the Authority to execute such approvals of the Property as may be required by governmental agencies having jurisdiction thereover.


SECRETARY


CHAIRMAN

| | Bonagura | DaPuzzo | DePhillips | Gabbert | Kasparian | Kelaher | Plumley | Salazer | Chewcaskie |
|----------|----------|---------|------------|---------|-----------|---------|---------|---------|------------|
| Offered | | | ✓ | | | | | | |
| Seconded | | ✓ | | | | | | | |
| Aye | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | | | |
| Absent | ✓ | | | ✓ | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 34-2016

Date: March 15, 2016

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

WHEREAS, the Northwest Bergen County Utilities Authority has received vouchers in claim for payment of materials supplied and/or rendered; and

WHEREAS, the said vouchers have been reviewed and the amount indicated on each voucher has been determined to be due and owing; and

WHEREAS, the Northwest Bergen County Utilities Authority has made payroll transfers, payroll tax deposits and Pensions & Benefits transfers for the month of February 2016 and Health Benefits and Dental Benefits transfers for March 2016; and

WHEREAS, the Commissioners of the Authority have reviewed the vouchers, payroll transfers, payroll tax deposits, Pensions and Benefits, and Health and Dental Benefits transfers listing on the attached reports and have found them to be in order.

NOW, THEREFORE, BE IT RESOLVED,

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that all vouchers, payroll transfers, payroll tax deposits, Pensions & Benefits and Health and Dental Benefits transfers listed and reports attached hereto, dated March 15, 2016 be and they hereby are approved for payment from the proper accounts as follows:

ACCOUNT: Payroll Account
Net Payroll: \$203,546.64

ACCOUNT: Tax Deposit Account
Total: \$101,565.99

ACCOUNT: Health Benefits Contribution Employer
Total Transfer: \$114,686.92

ACCOUNT: Health Benefits Contribution Employee
Total: \$9,426.11

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 34-2016

Date: March 15, 2016

APPROVAL OF VOUCHERS, PAYROLL TRANSFERS, PAYROLL TAX DEPOSITS AND PENSIONS & BENEFITS TRANSFERS

ACCOUNT: Dental Benefits
Total Transfer: \$4,231.68

ACCOUNT: PERS and Contributory Insurance
Total Transfer: \$31,144.15

ACCOUNT: Operating Account
Total: \$400,682.84

ACCOUNT: General Improvement Account
Total: \$61,357.42

ACCOUNT: 2012 WWT Project Account
Total: \$647,500.00

ACCOUNT: 2015 WWT Project Account
Total: \$531,744.50


SECRETARY


CHAIRMAN

| | Bonagura | DaPuzzo | DePhillips | Gabbert | Kasparian | Kelaher | Plumley | Salazer | Chewcaskie |
|----------|----------|---------|------------|---------|-----------|---------|---------|---------|------------|
| Offered | | | ✓ | | | | | | |
| Seconded | | ✓ | | | | | | | |
| Aye | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | | | |
| Absent | ✓ | | | ✓ | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 35-2016

Date: March 15, 2016

AWARD OF CONTRACT – VX-456®

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

WHEREAS, the Authority advertised on February 12, 2016 for the furnishing and delivery of VX-456® for a period of two (2) years; and

WHEREAS, on March 3, 2016, the date specified for the public opening and reading of the bids for the VX-456® contract, one (1) bid was received; and

WHEREAS, Evoqua Water Technologies, LLC (“Evoqua”) contained a price of \$1.014 per pound for the delivery of approximately 2,500 gallons per shipment of VX-456®; and

WHEREAS, the Authority’s General Counsel has reviewed the bid of Evoqua and has found same to be in legal conformance with the advertised specifications and bid requirements, and the Local Contract Law, N.J.S.A.40A:11-1 et seq.; and

WHEREAS, the Authority’s Superintendent, Robert Genetelli, has reviewed the bid of Evoqua and has found same, in all technical aspects, to be in conformance with the advertised specifications and bid requirements, and as such has recommended that the Authority accept said bid submitted by Evoqua; and

WHEREAS, the Commissioners of the Authority have determined it to be in the best interest of the Authority to accept Evoqua’s bid for the VX-456® Contract in the amount of \$1.014 per pound for the delivery of approximately 2,500 gallons per shipment of VX-456®.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority that the bid of Evoqua for the Authority’s two (2) year VX-456® Contract, be and is hereby accepted; and be it

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 35-2016

Date: March 15, 2016

AWARD OF CONTRACT – VX-456®

FURTHER RESOLVED, that the not to exceed cost of all the VX-456® supplied to the Authority by Evoqua pursuant to the Contract hereby awarded, shall be, and hereby is \$1.014 per pound regardless of the amount of VX-456® ultimately demanded by and delivered to the Authority; and be it

FURTHER RESOLVED, that in all respects relating to the performance of the VX-456® Contract hereby awarded, Evoqua is hereby directed to comply with the requirements of P.L. 1975, Chapter 127, and all other applicable statutes and regulations dealing with anti-discrimination and/or equal opportunity in public contracts; and be it

FURTHER RESOLVED, that the Chairman or Vice-Chairman of the Authority shall be and hereby is authorized to execute on behalf of the Authority any such contract with Evoqua.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a Regular Meeting held on March 15, 2016.


SECRETARY


CHAIRMAN

| | Bonagura | DaPuzzo | DePhillips | Gabbert | Kasparian | Kelaher | Plumley | Salazer | Chewcaskie |
|----------|----------|---------|------------|---------|-----------|---------|---------|---------|------------|
| Offered | | | ✓ | | | | | | |
| Seconded | | ✓ | | | | | | | |
| Ayes | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nays | | | | | | | | | |
| Absent | ✓ | | | ✓ | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 36-2016

Date: March 15, 2016

AWARD BID – MAGNESIUM HYDROXIDE SLURRY

RESOLVED,

WHEREAS, the Northwest Bergen County Utilities Authority (the “Authority”) operates a wastewater treatment facility, located at 30 Wyckoff Avenue in the Borough of Waldwick, County of Bergen, State of New Jersey; and

WHEREAS, the Authority advertised on February 12, 2016 for the furnishing and delivery of magnesium hydroxide slurry for a period of two (2) years; and

WHEREAS, on March 3, 2016, the date specified for the public opening and reading of the bids for the magnesium hydroxide slurry contract, one (1) bid was received; and

WHEREAS, Premier Magnesia LLC (“Premier”) submitted a bid price of \$0.2015 per wet pound for the furnishing and delivery of magnesium hydroxide slurry; and

WHEREAS, the Authority’s General Counsel has reviewed the bid of Premier and has found same to be in legal conformance with the advertised specifications and bid requirements, and the Local Contract Law, N.J.S.A.40A:11-1 et seq.; and

WHEREAS, the Authority’s Superintendent, Robert Genetelli, has reviewed the bid of Premier and has found same, in all technical aspects, to be in conformance with the advertised specifications and bid requirements, and as such has recommended that the Authority accept said bid submitted by Premier; and

WHEREAS, the Commissioners of the Northwest Bergen County Utilities Authority have determined it is in the best interest of the Authority to accept the bid of Premier for the furnishing and delivery of magnesium hydroxide slurry in the amount of \$0.2015.

NOW, THEREFORE, BE IT

RESOLVED, by the Commissioners of the Northwest Bergen County Utilities Authority, that the bid of Premier Magnesia, LLC for the price of \$0.2015 per wet pound for the furnishing and delivery of magnesium hydroxide slurry be and is hereby accepted; and it is

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 36-2016

Date: March 15, 2016

AWARD BID – MAGNESIUM HYDROXIDE SLURRY

FURTHER RESOLVED, that in all respects relating to the performance of the magnesium hydroxide slurry Contract hereby awarded, Premier is hereby directed to comply with the requirements of P.L. 1975, Chapter 127, and all other applicable statutes and regulations dealing with anti-discrimination and/or equal opportunity in public contracts; and be it

FURTHER RESOLVED, that the Chairman or Vice-Chairman of the Authority shall be and hereby is authorized to execute on behalf of the Authority any such contract with Premier.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a Regular Meeting held on March 15, 2016.


SECRETARY


CHAIRMAN

| | Bonagura | DaPuzzo | DePhillips | Gabbert | Kasparian | Kelahe | Plumley | Salazer | Chewcaskie |
|----------|----------|---------|------------|---------|-----------|--------|---------|---------|------------|
| Offered | | | ✓ | | | | | | |
| Seconded | | ✓ | | | | | | | |
| Ayes | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nayes | | | | | | | | | |
| Absent | ✓ | | | ✓ | | | | | |
| Abstain | | | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 37-2016

Date: MARCH 15, 2016

**RESOLUTION RATIFYING EMERGENCY PURCHASES AND CONTRACTS
CAUSED BY A SEWER MAIN COLLAPSE IN MIDLAND PARK, NEW JERSEY**

WHEREAS, on or about February 25, 2016, the Northwest Bergen County Utilities Authority experienced a sewer main collapse of a 24 inch diameter pipe in Midland Park, New Jersey; and

WHEREAS, the interceptor conveys approximately 2.25 million gallons per day to the Authority's treatment facility; and

WHEREAS, Howard Hurwitz, Authority Executive Director, being fully informed in the premises, determined that in order to preserve the public safety and health of the surrounding residents and the environment that approximately eight hundred and fifty (850) feet of sewer line needed to be replaced immediately; and

WHEREAS, in reliance upon the determination of the Executive Director, and for the duration of the emergency, the Northwest Bergen County Utilities Authority arranged for the emergency purchase of contractors and suppliers, all in reliance upon N.J.S.A.40A:11-6; and

WHEREAS, the costs for the emergency purchases related to the sewer main collapse is approximately \$475,000 and were provided by J. Fletcher Creamer & Sons, Inc., Borough of Midland Park Department of Public Works and Police Force, and National Water Main; and

WHEREAS, the Authority's Superintendent, Robert Genetelli, filed the necessary Emergency Procurement Report with the Director of the Division of Local Government Services.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 37-2016


Date: MARCH 15, 2016

**RESOLUTION RATIFYING EMERGENCY PURCHASES AND CONTRACTS
CAUSED BY A SEWER MAIN COLLAPSE IN MIDLAND PARK, NEW JERSEY**

NOW, THEREFORE, BE IT RESOLVED, that the determination of the existence of a public health emergency on and after February 25, 2016 by the Executive Director of the Northwest Bergen County Utilities Authority on account of said sewer main collapse be and the same is herewith ratified; and it is

FURTHER RESOLVED, that all emergency purchases and contracts within the meaning and purview of N.J.S.A.40A:11-6 made by the Authority on account of, and to abate costs incurred by the sewer main collapse, be and the same are confirmed to be emergency purchases and contracts within the meaning of the statute authorizing the same.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a Regular Meeting held on March 15, 2016.


SECRETARY


CHAIRMAN

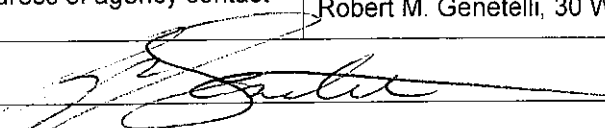
| | Bonagura | DaPuzzo | DePhillips | Gabbert | Kasparian | Kelaher | Plumley | Salazer | Chewcaskie |
|----------|----------|---------|------------|---------|-----------|---------|---------|---------|------------|
| Offered | | | ✓ | | | | | | |
| Seconded | | ✓ | | | | | | | |
| Aye | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | | | |
| Absent | ✓ | | | ✓ | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

N.J. Division of Local Government Services

EMERGENCY PROCUREMENT REPORT

This report is to be filed by the contracting agent of the public agency with the Director of the Division of Local Government Services within 30 days of the date the emergency contract was issued. Please provide the necessary information to satisfactorily complete the report. Refer to the Instructions accompanying this form and the statutory and regulatory citations on the reverse of this form.

This form is designed to be completed using Microsoft Word; if not completed that way, please print it out.

| | | | |
|---|---|--------------------------|------------------|
| 1. Name of Public Agency: | NW Bergen County Utilities Authority | County: | Bergen |
| 2. Date Emergency occurred: | 02/25/16 | Time emergency occurred: | 3:00 pm |
| 3. Date emergency declared: | 02/25/16 | Time emergency declared: | 3:00 pm |
| 4. Agency/department responsible for determining there was an emergency: | Operations / Collections | | |
| 5. Name and title of the official in charge of that agency: | Robert Genetelli, Superintendent | | |
| 6. Describe the condition or circumstance pertaining to the emergency (attach additional sheets if necessary): On February 25, 2016 NBCUA experienced a sewer main collapse of 24 inch diameter pipe in Midland Park NJ. The interceptor conveys approximately 2.25 MGD to the NBCUA treatment facility located in Waldwick NJ. It was discovered that approximately 850 feet of sewer line needed to be replaced immediately to preserve public safety and health of the surrounding residents and the environment. | | | |
| 7. Name and title of the individual who determined the matter was an emergency and authorized award of contract(s): | Robert Genetelli, Superintendent | | |
| 8. The total (or estimated) cost of providing the goods or performing services was: | <\$475,000 | | |
| 9. List the names the contractors/suppliers receiving 25% or more of the contracts awarded under the emergency: | | | |
| J. Fletcher Creamer & Sons, Inc. (excavation and replacement of sewer line) | | | |
| Borough of Midland Park DPW and Police Force (Operational Assistance) | | | |
| National Water Main (Cleaning and inspection of sewer main) | | | |
| | | | |
| 10. When was the notification reduced to writing and filed with the purchasing agent? | 03-04-2016 | | |
| 11. Has the public agency adopted a "chain of command" procedure pursuant to N.J.A.C. 5:34-6.1? | Yes | | |
| | | | |
| This report was completed by (name and title): | Robert M. Genetelli, Superintendent | | |
| | | | |
| Name and Address of agency contact person: | Robert M. Genetelli, 30 Wyckoff Ave, Waldwick NJ 07463 | | |
| Signature: |  | | Date: 03-07-2016 |

Submit by mail or fax to:

Director, Division of Local Government Services
P.O. Box 803
Trenton, New Jersey 08625-0803
Fax: 609-633-6243

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 38-2016

Date: MARCH 15, 2016

RESOLUTION ENGAGING THE SERVICES OF RUBENSTEIN, MEYERSON, FOX, MANCINELLI, CONTE & BERN, P.A. TO PROVIDE THE LEGAL PROFESSIONAL SERVICES REQUIRED FOR THE WYCKOFF SANITARY SEWER PROJECT

WHEREAS, the Northwest Bergen County Utilities Authority (“the Authority”) is in the process of expanding its sanitary sewer collection system to include areas of the Borough of Wyckoff (hereinafter referred to as the “Project”); and

WHEREAS, the Authority has previously authorized its professional staff to prepare any and all necessary documents in conjunction with the Project; and

WHEREAS, Rubenstein, Meyerson, Fox, Mancinelli, Conte & Bern, P.A., Qualified Authority Counsel has the skills and resources necessary for this project; and

WHEREAS, the scope of services will include legal services and assistance to the Authority and the Borough in the preparation of plans and documents in connection with this Project; and

WHEREAS, the Authority has previously qualified Rubenstein, Meyerson, Fox, Mancinelli, Conte & Bern, P.A. to serve as Special Counsel to the Authority; and

WHEREAS, RMFMCB has proposed to perform these required legal services on a time and material basis at an hourly rate of \$150.00, at a not to exceed cost of \$35,000.00; and

NOW, THEREFORE, BE IT RESOLVED, by the Commissioners of the North West Bergen County Utilities Authority as follows:

1. The Executive Director of the Authority is authorized to execute the “Agreement for Professional Services” for Rubenstein, Meyerson, Fox, Mancinelli, Conte & Bern, P.A. to provide the Legal Services required for the WYCKOFF SANITARY SEWER PROJECT; and
2. **BE IT FURTHER RESOLVED** that the Secretary is hereby directed to cause “notice to be published by law”.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 38-2016

Date: MARCH 15, 2016

RESOLUTION ENGAGING THE SERVICES OF RUBENSTEIN, MEYERSON, FOX,
MANCINELLI, CONTE & BERN, P.A. TO PROVIDE THE LEGAL PROFESSIONAL
SERVICES REQUIRED FOR THE WYCKOFF SANITARY SEWER PROJECT

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Northwest Bergen County Utilities Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at a Regular Meeting held on March 15, 2016.


Secretary


Chairman

| | Bonagura | DaPuzzo | DePhillips | Gabbert | Kasparian | Kelaher | Plumley | Salazer | Chewcaskie |
|----------|----------|---------|------------|---------|-----------|---------|---------|---------|------------|
| Offered | | | ✓ | | | | | | |
| Seconded | | ✓ | | | | | | | |
| Aye | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | | | |
| Absent | ✓ | | | ✓ | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 39-2016

DATE: March 15, 2016

**APPROVING CHANGE ORDER NO. 5 FOR
CONTRACT #268
INCINERATOR EMISSIONS UPGRADE PROJECT**

WHEREAS the Northwest Bergen County Utilities Authority (the "Authority") awarded Contract No. 268 -- Incinerator Emissions Upgrade Project ("the Project") to Tomar Construction, LLC ("the Contractor") on February 17, 2015; and

WHEREAS the Contractor has requested certain changes to the Project as more particularly set forth in Change Order No. 5 attached hereto ("the Change Order"); and

WHEREAS the Authority's Engineer has reviewed the Contractor's proposed Change Order and determined that the Change Order is necessary to address work and materials for demolition, furnishing and installation of portions of a new roofing system; and

WHEREAS the Authority's Engineer has recommended that the Change Order be approved by the Authority; and

WHEREAS the increase in the total cost of the Project as a result of this Change Order is \$26,988.39; and

WHEREAS the Authority's staff has indicated that the Authority has sufficient funds to pay the Contractor for the Change Order; and

WHEREAS the Commissioners of the Authority have determined that the Change Order should be approved; and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Authority that Change Order No. 5, to Authority Contract No. 268, is approved; and be it

FURTHER RESOLVED by the Commissioners of the Authority that the Authority's Engineer is directed to coordinate and oversee the work consistent with all other work on the Project; and be it

FURTHER RESOLVED that the Commissioners of the Authority direct that processing of payment to the Contractor for the Change Order be in accordance with the payment procedures of Contract No. 268.

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 39-2016

DATE: March 15, 2016

**APPROVING CHANGE ORDER NO. 5 FOR
CONTRACT #268
INCINERATOR EMISSIONS UPGRADE PROJECT**

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at the meeting held on **March 15, 2016**.


SECRETARY


CHAIRMAN

| | Bonagura | DaPuzzo | DePhillips | Gabbert | Kasparian | Kelaher | Plumley | Salazer | Chewcaskie |
|----------|----------|---------|------------|---------|-----------|---------|---------|---------|------------|
| Offered | | ✓ | | | | | | | |
| Seconded | | | | | ✓ | | | | |
| Aye | | ✓ | | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | | | |
| Absent | ✓ | | | ✓ | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | ✓ | | | | | | |

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

| 1. ISSUING OFFICE Northwest Bergen County Utilities Authority | 2. PROJECT NO. S-340700-12 | 3. CONTRACT NO. 268 | 4. MODIFICATION NO. 005 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|----------------------------|---------------------------|---------------------|-----------|---|--|--|---|--|--|--|--|--|----------------------------|--|--|---|--|--|--|--|--|---|--|--|----------|------------------|------------|--------------------|------------|-----|---|--|--|-------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|-------------------------|--|-------|--|---------------------------|------------|--|-------|--|----------------------|-----------|-----------|-----------|--|--|-------------|-------------|-------------|--|--|-----------|--|--|--|--|---------------------|--|------|--|--|
| 5. TO (CONTRACTOR) Tomar Construction, llc 18 Connerty Court East Brunswick, NJ 08816 | | 6. PROJECT LOCATION AND DESCRIPTION Incinerator Emissions Upgrade Project Northwest Bergen County Utilities Authority Borough of Waldwick, Bergen County | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed). | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1"> <thead> <tr> <th>Date</th> <th>Type Name and Title</th> <th>Signature</th> </tr> </thead> <tbody> <tr> <td colspan="3">8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:</td> </tr> <tr> <td colspan="3">I. EXISTING ROOF STRUCTURE - INCINERATOR BUILDING</td> </tr> <tr> <td colspan="3">1. Removal of existing roof membrane (existing unidentified BUR with gravel surface) down to concrete decking.</td> </tr> <tr> <td colspan="3">2. Disposal of all debris.</td> </tr> <tr> <td colspan="3">3. Clean and prepare surface for new roofing.</td> </tr> <tr> <td colspan="3">4. Furnish and install additional new tapered 1/4" slope insulation with 1.5" minimum (this covers 50% of the remaining roof area³)</td> </tr> <tr> <td colspan="3">As a result of the above, the contract price is revised as follows:</td> </tr> <tr> <td>ITEM NO.</td> <td>ITEM DESCRIPTION</td> <td>UNIT PRICE</td> <td>ESTIMATED QUANTITY</td> <td>TOTAL COST</td> </tr> <tr> <td>001</td> <td>Demolish, furnish, and install portions of new roofing system</td> <td></td> <td></td> <td>\$26,988.39</td> </tr> <tr> <td colspan="5">TOTAL COST OF THIS MODIFICATION \$ 26,988.39</td> </tr> <tr> <td colspan="5">The contract time is hereby: increase <input type="checkbox"/> decrease <input type="checkbox"/> or remains the same <input checked="" type="checkbox"/> by zero calendar days as a result of this modification.</td> </tr> <tr> <td colspan="5">The foregoing modification is hereby accepted:</td> </tr> <tr> <td colspan="2">Tomar Construction, llc</td> <td colspan="2">NBCUA</td> <td>Chavond-Barry Engineering</td> </tr> <tr> <td colspan="2">CONTRACTOR</td> <td colspan="2">OWNER</td> <td>(NJPE SEAL) ENGINEER</td> </tr> <tr> <td>BY: _____</td> <td>BY: _____</td> <td colspan="3">BY: _____</td> </tr> <tr> <td>DATE: _____</td> <td>DATE: _____</td> <td colspan="3">DATE: _____</td> </tr> <tr> <td colspan="5">APPROVAL:</td> </tr> <tr> <td colspan="2">STATE OF NEW JERSEY</td> <td colspan="3">DATE</td> </tr> </tbody> </table> | | | | Date | Type Name and Title | Signature | 8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work: | | | I. EXISTING ROOF STRUCTURE - INCINERATOR BUILDING | | | 1. Removal of existing roof membrane (existing unidentified BUR with gravel surface) down to concrete decking. | | | 2. Disposal of all debris. | | | 3. Clean and prepare surface for new roofing. | | | 4. Furnish and install additional new tapered 1/4" slope insulation with 1.5" minimum (this covers 50% of the remaining roof area ³) | | | As a result of the above, the contract price is revised as follows: | | | ITEM NO. | ITEM DESCRIPTION | UNIT PRICE | ESTIMATED QUANTITY | TOTAL COST | 001 | Demolish, furnish, and install portions of new roofing system | | | \$26,988.39 | TOTAL COST OF THIS MODIFICATION \$ 26,988.39 | | | | | The contract time is hereby: increase <input type="checkbox"/> decrease <input type="checkbox"/> or remains the same <input checked="" type="checkbox"/> by zero calendar days as a result of this modification. | | | | | The foregoing modification is hereby accepted: | | | | | Tomar Construction, llc | | NBCUA | | Chavond-Barry Engineering | CONTRACTOR | | OWNER | | (NJPE SEAL) ENGINEER | BY: _____ | BY: _____ | BY: _____ | | | DATE: _____ | DATE: _____ | DATE: _____ | | | APPROVAL: | | | | | STATE OF NEW JERSEY | | DATE | | |
| Date | Type Name and Title | Signature | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| I. EXISTING ROOF STRUCTURE - INCINERATOR BUILDING | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1. Removal of existing roof membrane (existing unidentified BUR with gravel surface) down to concrete decking. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2. Disposal of all debris. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3. Clean and prepare surface for new roofing. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. Furnish and install additional new tapered 1/4" slope insulation with 1.5" minimum (this covers 50% of the remaining roof area ³) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| As a result of the above, the contract price is revised as follows: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ITEM NO. | ITEM DESCRIPTION | UNIT PRICE | ESTIMATED QUANTITY | TOTAL COST | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 001 | Demolish, furnish, and install portions of new roofing system | | | \$26,988.39 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL COST OF THIS MODIFICATION \$ 26,988.39 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| The contract time is hereby: increase <input type="checkbox"/> decrease <input type="checkbox"/> or remains the same <input checked="" type="checkbox"/> by zero calendar days as a result of this modification. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| The foregoing modification is hereby accepted: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tomar Construction, llc | | NBCUA | | Chavond-Barry Engineering | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| CONTRACTOR | | OWNER | | (NJPE SEAL) ENGINEER | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BY: _____ | BY: _____ | BY: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| DATE: _____ | DATE: _____ | DATE: _____ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| APPROVAL: | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| STATE OF NEW JERSEY | | DATE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

| | | |
|---|---|-----------------------------|
| 14. ISSUING OFFICE & PROJECT NO. S-340700-12 Northwest Bergen County Utilities Authority | 15. CONTRACT NO. 268 | 16. MODIFICATION NO. 005 |
| 17. ORIGINAL CONTRACT BID PRICE | \$ 5,948,000.00 | |
| TOTAL OF PREVIOUS CHANGE ORDERS | \$ 164,859.60 | |
| TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... | \$ 6,139,577.99 | |
| 18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: During the preparation for removal of the existing incinerator building roof, it was discovered that the building has a double roof system. The current ballasted roofing system was laid over an existing ballasted roof system without removing the original roof. As such, additional demolition and disposal is required for the two roof elements and an additional cost for the assumption that all of the tapered insulation will require replacement for drainage. | | |
| 19. OTHER IMPACTS RESULTANT OF THIS CHANGE: The Engineering consultant for the project was utilized to inspect the field work and develop design changes. The Consulting engineer also reviewed the Contractor's proposal, and aided in the development and submission of the change order. This work had no impact upon other contractors. | | |
| 20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) : In order to ensure the Authority was receiving a "fair and reasonable" price, the contract changes were reviewed by the Consulting Structural Engineer (T&M Associates). RFI #078 - existing roof substrate, and PCO #013 scope of work and submitted proposals were reviewed, negotiated and accepted by the Consulting Structural Engineer. | | |
| DATE: | TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: | SIGNATURE: |

Use of the Change Order Form entitled "Contract Modification Proposal and Acceptance"

- When the Loanee wishes to issue a change to the contract, the attached "Contract Modification Proposal and Acceptance" form should be used as a request for proposal. Upon final settlement of the change, this same form is then completed and serves as the contract modification.
- The Loanee in requesting a proposal for a change would execute items 1 thru 8 (exclusive of the revised contract price and duration data) and 9 thru 12. Pages 1 and 2 of this form are then forwarded to the contractor, specifying scope of work and requesting the contractor's proposal.
- The contractor should execute page 2 of the form. He then submits pages 1 and 2 of the form as his proposal, attaching additional sheets as necessary to provide his detailed breakdown of costs.
- Upon negotiation of a final settlement, the Loanee completes page 1 of the form, and all concerned parties (Contractor, Engineer, Owner) sign this document as the contract modification.
- Page 3 of the form is executed by the Loanee for documentation of the change, and to provide the necessary details for review by the Regulatory Agencies.
- Submit a minimum of two original copies fully executed with raised engineer's seal. It is suggested that one original be kept for your records.

Detailed Instructions for Executing "Contract Modification Proposal and Acceptance" Form

Item 1. Enter the name of the Loanee.

Item 2. Enter State Project number.

Item 3. Enter the contract number or designation.

Item 4. Enter the number identifying this modification.

Item 5. Enter the name of the Contractor.

Item 6. Enter the project title and location.

Item 7. Requests a proposal for the specified change order work, but does not direct contractor to proceed. The owner or his authorized representative must execute this statement by signature with date and title blocks entered.

Item 8. Provide a clear description of the scope of work for this change. Upon final settlement of the modification costs, enter cost data by line item for unit priced items or by sum; and state total cost of this modification – net increase, decrease or no change in contract price. Enter appropriate information for any change in contract time, including number of calendar days involved. The modification is executed when all appropriate signatures are included.

Items 9 – 12. Same as items 1 – 4.

Item 13. Executed by the contractor, stating net effect of change in appropriate box for money and time. A detailed breakdown must be provided in this item; and appropriate signature of authorized representative of contractor included.

Item 14. Enter the Loanee's name and State Project number.

Item 15. Enter the contract number or designation.

Item 16. Enter number identifying this modification.

Item 17. Enter appropriate financial data.

Item 18. Explain and justify the reasons for this change order, i.e., clearly indicate why the change is necessary by category as follows differing site conditions, errors and omissions in plans and specifications, design changes, overruns/underruns in quantities, changes instituted by regulatory agencies, factors affecting time of completion.

Item 19. Explain all other impacts resulting from this change with estimate of costs involved. This should include impact on other contractors and the Consulting Engineers.

Item 20. Document that negotiations were held as required by the regulations and explain the events leading to the final settlement in price and time. This statement should include, at a minimum, date and location of negotiations, persons attending, summary of negotiations leading to final price and time settlements, and a statement that the agreed-to price is "fair and reasonable".

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 40-2016

DATE: March 15, 2016

**APPROVING CHANGE ORDER NO. 9 (FINAL) FOR
CONTRACT #259
FRANKLIN LAKES BUSINESS DISTRICT SANITARY SEWER**

WHEREAS the Northwest Bergen County Utilities Authority (the “Authority”) awarded Contract No. 259 – Franklin Lakes Business District Sanitary Sewer (“the Project”) to Underground Utilities Corporation (“the Contractor”) on October 4, 2011; and

WHEREAS the Contractor has requested certain changes to the Project as more particularly set forth in Change Order No. 9 attached hereto (“the Change Order”); and

WHEREAS the Authority’s Engineer has reviewed the Contractor’s proposed Change Order and determined that the Change Order is necessary to address various items; and

WHEREAS the Authority’s Engineer has recommended that the Change Order be approved by the Authority; and

WHEREAS the increase in the total cost of the Project as a result of this Change Order is \$65,911.48; and

WHEREAS the Authority’s staff has indicated that the Authority has sufficient funds to pay the Contractor for the Change Order; and

WHEREAS the Commissioners of the Authority have determined that the Change Order should be approved; and

NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

NO. 40-2016

DATE: March 15, 2016

**APPROVING CHANGE ORDER NO. 9 (FINAL) FOR
CONTRACT #259
FRANKLIN LAKES BUSINESS DISTRICT SANITARY SEWER**

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Authority that Change Order No. 9, to Authority Contract No. **259**, is approved; and be it

FURTHER RESOLVED that the Commissioners of the Authority direct that processing of payment to the Contractor for the Change Order be in accordance with the payment procedures of Contract No. 259.

IT IS HEREBY CERTIFIED that this is a true copy of a Resolution adopted by the Authority upon a roll call vote of all Commissioners of the Authority eligible to vote at the meeting held on **March 15, 2016**.


SECRETARY


CHAIRMAN

| | Bonagura | DaPuzzo | DePhillips | Gabbert | Kasparian | Kelaher | Plumley | Salazer | Chewcaskie |
|----------|----------|---------|------------|---------|-----------|---------|---------|---------|------------|
| Offered | | | ✓ | | | | | | |
| Seconded | | ✓ | | | | | | | |
| Aye | | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Nay | | | | | | | | | |
| Absent | ✓ | | | ✓ | | | | | |
| Abstain | | | | | | | | | |
| Recuse | | | | | | | | | |

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

| | | | | | |
|---|------------------------------|--|---|--------------------------------|-------------------|
| 1. ISSUING OFFICE Northwest Bergen County Utilities Authority (NBCUA) | 2. PROJECT NO. 5340700-09 | 3. CONTRACT NO. 259 | 4. MODIFICATION NO. Nine (9) (Final) | | |
| 5. TO (CONTRACTOR) Underground Utilities Corp. 711 Commerce Road Linden, NJ 07036 | | 6. PROJECT LOCATION AND DESCRIPTION Franklin Lakes Business District Sanitary Sewer | | | |
| <p>7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you received a copy signed by the Contracting Officer or a directive to proceed).</p> <p style="text-align: center;"> _____ Date _____ Type Name and Title _____ Signature _____ </p> | | | | | |
| <p>8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:</p> <p style="text-align: center;">1. Revisions to the following quantities are made to reflect actual amounts to be installed.</p> | | | | | |
| NO | UNIT | DESCRIPTION | ORIGINAL UNIT PRICE | ADJUSTED CONTRACT AMOUNT | C.O. # Nine (9) |
| | | | | | R*E*S AMOUNT |
| See attached DEP Table 1 for detailed information | | | | | |
| <p>As a result of the above, the contract price is revised as follows:</p> <p style="text-align: right;">TOTAL COST OF THIS MODIFICATION \$65,911.48</p> <p>The contract time is hereby <i>increase</i> _____ <i>decrease</i> _____ or <i>remains the same</i> <u> X </u> by <u> 0 </u> calendar days as a result of this modification.</p> <p>The foregoing modification is hereby accepted:</p> <p style="text-align: center;"> _____ CONTRACTOR _____ OWNER (NJPE SEAL) _____ ENGINEER </p> <p> BY: <u>Underground Utilities Corp.</u> BY: <u>Howard Hurwitz</u> BY: <u>Keith W. Henderson, P.E.</u> DATE: _____ DATE: _____ DATE: _____ </p> | | | | | |
| <p>APPROVAL: _____</p> <p style="text-align: center;">STATE OF NEW JERSEY DATE</p> | | | | | |

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

| | | | |
|---|---|--|--|
| 9. ISSUING OFFICE Northwest Bergen County Utilities Authority (NBCUA) | 10. PROJECT NO. S340700-09 | 11. CONTRACT NO. 259 | 12. MODIFICATION NO. Nine (9) (Final) |
| 13. CONTRACTOR'S PROPOSAL - CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary) | | | |
| (Proposed) | | | |
| Items: 1, 7-11, 12, 14, 15, 18-26, 28, 29, 32-35, 43, 46, 49, 50 A1-8,9, 11, 12, 15, 20, 21, 22, 23, 24, 26, 49, S-1, S-6 to S-20, S-22, S-23, S-55, S-57 were reduced to reflect as-built quantities | | | |
| Items: 16, 17, 44, S-37, S-40, S-41, S-42, S-43, S-45, were increased to reflect as-built quantities | | | |
| Item S-67 was added for the cost for deeper forcemain installation on Pulis required due to water main proximity Item S-68 was added for insulation for Genset piping & 32" gate Item S-69 was added for a survey, restock pipe and MHs for revised Chapel Road connection Item S-70 was added for extra base thickness required by near shopping center Item S-71 was added for fog striping on Pulis Item S-72 was added as demobilize and re-mobilize at Franklin Crossing for tie-in was required due to gap in time for this work Item S-73 was added for extra milling and paving on Susquehanna Ave Item S-74 was added for extra milling and paving on Pulis Ave Item S-75 was added for the cost of extra hours for police traffic directors | | | |
| NET INCREASE \$65,911.48 | NET DECREASE | CALENDER DAYS INCREASE <div style="text-align: center;"> <u>0</u> Days </div> | |
| DATE: | CONTRACTOR NAME AND TITLE: Fred Fanders, Project Manager | SIGNATURE: | |

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

| | | |
|--|---|--|
| 14. ISSUING OFFICE & PROJECT NO. Northwest Bergen County Utilities Authority (NBCUA) | 15. CONTRACT NO. 259 | 16. MODIFICATION NO. Nine (9) (Final) |
| 17. ORIGINAL CONTRACT BID PRICE | | <u>\$3,806,433.49</u> |
| TOTAL OF PREVIOUS CHANGE ORDERS | | <u>\$509,718.84</u> |
| TOTAL CONTRACT COST INCLUDING CHANGE ORDERS | | <u>\$4,382,063.81</u> |
| | | (including CO#9 amount of >) \$65,911.48 |
| 18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS: • No significant omissions are part of this change order | | |
| 19. OTHER IMPACTS RESULTANT OF THIS CHANGE: <p style="text-align: center;">This change will not have any additional impacts.</p> | | |
| 20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative): <p>The additional work associated with the contract modifications has been reviewed with the Authority and the Contractor and approved to be added to the current contract.</p> <p>The engineer has reviewed the costs and finds them to be reasonable and acceptable for the proposed work.</p> | | |
| DATE: | TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE: | SIGNATURE: |
| | Keith W. Henderson, P.E. | |

| PROJECT NO | | SJ0700-01 | | | | |
|------------------------------|--------|--|--------------|--------------|-------------|----------------|
| CHANGE ORDER | | Nine (9) Final | | | | |
| OWNER | | Northwest Bergen County Utilities Authority (NBCUA) | | | | |
| CONTRACTOR | | Underground Utilities Corp. | | | | |
| PROJECT | | Franklin Lakes Business District Sanitary Sewer | | | 34306 | |
| BFP TABLE 1 | | | | | | |
| NO | UNIT | DESCRIPTION | ORIG | ADJUSTED | COND (%) | |
| | | | UNIT PRICE | CONTR AMOUNT | | |
| 1 | CY | Utility Test Pit (R&WD) | \$360.00 | \$53,788.00 | -16.32 | (\$53,712.00) |
| 7 | LF | Backfilling and Compaction | \$1.00 | \$15,173.00 | -497.00 | (\$17,700.00) |
| 8 | CY | Bottom Material (R&WD) | \$3.00 | \$67,782.75 | -3,378.45 | (\$16,802.75) |
| 9 | CY | Course Aggregate - Pipe Bedding | \$10.00 | \$13,019.00 | -483.01 | (\$4,830.10) |
| 10 | CY | Soil Aggregate Base Course, 1.5' 6" Thick (Local & County Roads) | \$0.01 | \$11.44 | -1,053.69 | (\$10.56) |
| 11 | CY | Rock Excavation | \$10.00 | \$1,341.00 | -35.18 | (\$1,033.40) |
| 12 | SY | Topsoil, Fertilizing, Seeding, and Mulching (R&WD) | \$10.00 | (\$87.50) | -8.77 | (\$87.70) |
| 14 | SY | Bituminous Subdrain Base Course 1.2 Mix, 6" Thick (County Roads) | \$0.01 | \$51.44 | -6,806.11 | (\$6,800.00) |
| 15 | SY | Bituminous Subdrain Base Course 1.2 Mix, 4" Thick (Local Roads) | \$0.01 | \$10.22 | -1,008.12 | (\$999.00) |
| 16 | SY | Bituminous Concrete Surface Course, 1.5 Mix, 2" Thick | \$5.00 | \$109,363.00 | -2,037.00 | (\$10,185.00) |
| 17 | SY | Milling | \$1.50 | \$30,760.50 | -1,637.00 | (\$3,053.50) |
| 18 | SY | Temporary Pavement Repair (R&WD) | \$3.65 | \$0.00 | -180.00 | (\$2,260.00) |
| 19 | LF | Concrete Curb (R&WD) | \$9.00 | \$5,831.00 | -258.00 | (\$2,259.00) |
| 20 | SY | Bituminous Concrete Drives (R&WD) | \$16.00 | \$0.00 | -45.00 | (\$722.00) |
| 21 | SY | Decorative Gravel, Stone and Brick Drives (R&WD) | \$28.00 | \$1,835.12 | -29.46 | (\$824.88) |
| 22 | SY | Sidewalks, 4" Thick (R&WD) | \$24.00 | \$0.00 | -160.00 | (\$3,800.00) |
| 23 | SY | Sidewalks, 6" Thick (R&WD) | \$27.00 | \$0.00 | -45.00 | (\$1,215.00) |
| 24 | SY | Concrete Drives (R&WD) | \$32.00 | \$0.00 | -45.00 | (\$1,510.00) |
| 25 | LF | 8" PVC SDR 35 Pipe, Up to 8' Deep, Gravity Sewer | \$65.00 | \$69,647.50 | -43.50 | (\$2,827.50) |
| 26 | LF | 6" PVC SDR 35 Pipe, 8' - 12' Deep, Gravity Sewer | \$270.00 | \$285,100.00 | -3.50 | (\$999.00) |
| 28 | LF | 10" PVC SDR 35 Pipe, 8'-12' Deep, Gravity Sewer | \$200.00 | \$13,700.00 | -11.00 | (\$8,800.00) |
| 29 | LF | 10" PVC SDR 35 Pipe, 12'-16' Deep, Gravity Sewer | \$0.01 | \$0.00 | -111.00 | (\$2.41) |
| 32 | Unit | Sanitary Manhole, 4-foot Diameter, Up to 8' Deep | \$1,000.00 | \$18,600.00 | -3.00 | (\$2,000.00) |
| 33 | Unit | Sanitary Manhole, 4-foot Diameter, 8' to 12' Deep | \$0.01 | \$0.00 | -2.00 | (\$0.02) |
| 34 | Unit | Sanitary Manhole, 4-foot Diameter, 12' to 16' Deep | \$1,250.00 | \$12,250.00 | -1.00 | (\$1,250.00) |
| 35 | Unit | Sanitary Manhole, 4-foot Diameter, 16' to 24' Deep | \$10,000.00 | \$10,000.00 | -1.00 | (\$10,000.00) |
| 43 | LF | Gravity Sewer Main Testing | \$2.00 | \$8,561.00 | -98.00 | (\$1,918.00) |
| 44 | LF | Sanitary Sewer Force Main Testing | \$1.00 | \$10,858.00 | -48.00 | \$198.00 |
| 46 | LS | Wastewater Treatment Plant Demolition | \$95,000.00 | (\$5,000.00) | -0.53 | (\$5,000.00) |
| 49 | LS | Final Price Adjustment | \$1,500.00 | \$1,567.13 | -0.89 | (\$1,032.85) |
| 50 | LS | Asphalt Price Adjustment | \$10,300.00 | \$0.00 | -1.00 | (\$10,300.00) |
| AI-8 | CY | Bottom Material (R&WD) | \$3.00 | \$10,337.05 | -0.47 | (\$2,352.35) |
| AI-9 | CY | Course Aggregate - Pipe Bedding | \$10.00 | \$1,931.92 | -0.87 | (\$98.70) |
| AI-11 | CY | Rock Excavation | \$10.00 | \$62.84 | -0.92 | (\$27.60) |
| AI-12 | SY | Topsoil, Fertilizing, Seeding, and Mulching (R&WD) | \$3.00 | (\$6,264.65) | -2,684.27 | (\$6,264.65) |
| AI-15 | SY | Bituminous Subdrain Base Course, 1.5 Mix, 4" Thick (Local Roads) | \$0.01 | \$0.00 | -986.06 | (\$53.00) |
| AI-16 | SY | Bituminous Concrete Surface Course, 1.5 Mix, 2" Thick | \$5.00 | \$15,743.00 | -11,199.00 | \$13,743.00 |
| AI-17 | SY | Milling | \$1.50 | \$4,721.50 | -3,149.00 | \$1,223.50 |
| AI-18 | SY | Temporary Pavement Repair (R&WD) | \$3.65 | \$0.00 | -160.00 | (\$850.00) |
| AI-19 | LF | Concrete Curb (R&WD) | \$9.00 | (\$9,800.00) | -161.00 | (\$9,000.00) |
| AI-20 | SY | Bituminous Concrete Drives (R&WD) | \$16.00 | (\$8,000.00) | -3.00 | (\$8,000.00) |
| AI-21 | SY | Decorative Gravel, Stone and Brick Drives (R&WD) | \$28.00 | \$0.00 | -3.00 | (\$1,000.00) |
| AI-22 | SY | Sidewalks, 4" Thick (R&WD) | \$24.00 | \$0.00 | -15.00 | (\$180.00) |
| AI-23 | SY | Sidewalks, 6" Thick (R&WD) | \$27.00 | \$0.00 | -3.00 | (\$135.00) |
| AI-24 | SY | Concrete Drives (R&WD) | \$32.00 | \$0.00 | -3.00 | (\$160.00) |
| AI-26 | LF | 8" PVC SDR 35 Pipe, 8' - 12' Deep, Gravity Sewer | \$85.00 | \$126,820.00 | -2.00 | (\$1,700.00) |
| S-1 | LF | 12" SDR 40 PVC, Force Main (same trench as S-1.5) | \$26.35 | \$15,750.35 | -11.00 | (\$5,780.85) |
| S-6 | LF | Installation of 15" RCP | \$12.25 | \$7,226.00 | -0.91 | (\$39.15) |
| S-7 | LF | Installation of 18" RCP | \$10.25 | \$0.00 | -30.00 | (\$1,207.50) |
| S-8 | LF | Installation of 24" RCP | \$53.50 | \$0.00 | -30.00 | (\$1,605.00) |
| S-9 | LF | Removal of Existing Curb | \$17.00 | \$3,366.00 | -87.00 | (\$1,479.00) |
| S-10 | Unit | Manhole Existing Road Structure to Accept RCP | \$245.00 | \$4,513.00 | -3.00 | (\$3,225.00) |
| S-11 | SY | Mill out Roadway | \$19.00 | \$1,521.00 | -71.00 | (\$1,349.00) |
| S-12 | Unit | RCP Delivery | \$90.00 | \$366.00 | -2.00 | (\$180.00) |
| S-14 | LS | 14" Clean Bedding (storm sewer) | \$20.14 | \$392.78 | -60.50 | (\$1,218.47) |
| S-14 | LS | 18" Clean Bedding (storm sewer) | \$17.95 | \$1,119.35 | -27.00 | (\$1,070.45) |
| S-15 | LS | 18" Clean Bedding (storm sewer) | \$17.95 | \$5,148.70 | -11.00 | (\$5,981.30) |
| S-16 | LS | Soil Disposal | \$195.00 | \$2,925.00 | -10.00 | (\$1,550.00) |
| S-17 | LS | Traffic Control Signs & Barricade | \$180.00 | \$10,800.00 | -2.00 | (\$4,600.00) |
| S-18 | SY | Bituminous Concrete Surface Course, 1.5 Mix, 2" Thick (storm sewer) | \$5.00 | \$10.00 | -90.00 | (\$1,500.00) |
| S-19 | SY | Milling (storm sewer) | \$1.50 | \$0.00 | -30.00 | (\$150.00) |
| S-20 | Floway | Police Traffic Director (storm sewer) | \$70.00 | \$5,320.00 | -64.00 | (\$11,480.00) |
| S-22 | LS | Police Traffic Director - Mulwah/Oakland Police Allowance for Higher Hourly Fees | \$1,000.00 | (\$2,357.67) | -0.79 | (\$2,357.67) |
| S-23 | LS | Police Traffic Director - Mulwah/Oakland Police Allowance for Higher Hourly Fees | \$1,500.00 | (\$999.00) | -0.47 | (\$999.00) |
| S-24 | SY | Mill out Roadway (ASSA) | \$19.00 | \$1,760.00 | -36.00 | (\$981.00) |
| S-31 | LS | 14" Clean Bedding (ASSA) | \$20.14 | \$327.24 | -5.00 | (\$100.70) |
| S-31 | LS | 18" Clean Bedding (ASSA) | \$17.95 | \$1,593.32 | -18.00 | (\$1,405.00) |
| S-32 | LS | Soil Disposal (ASSA) | \$139.00 | \$8,346.00 | -9.00 | (\$1,481.00) |
| S-33 | LS | Soil Disposal (ASSA) | \$195.00 | \$1,170.00 | -2.00 | (\$1,000.00) |
| S-35 | CY | Concrete Subdrain of 1.5 inch Apert (ASSA) | \$132.00 | \$3,166.00 | -2.00 | (\$850.00) |
| S-35 | LF | 14" Reinforced Concrete Curb (Rail Terminal) (ASSA) | \$7,761.00 | \$22,086.00 | -2.00 | (\$5,576.00) |
| S-36 | LF | 14" Reinforced Concrete Curb (Rail Terminal) (ASSA) | \$7,761.00 | \$7,344.00 | -0.50 | (\$2,844.00) |
| S-37 | Floway | Police Traffic Director (ASSA) | \$70.00 | \$9,135.00 | -69.50 | (\$7,665.00) |
| S-37 | LS | Police Traffic Director - Higher Hourly Allowance for Higher Hourly Fees | \$1,000.00 | \$4,337.80 | -1.00 | (\$3,337.80) |
| S-38 | LS | Police Traffic Director - Higher Hourly Allowance for Higher Hourly Fees | \$70,255.00 | \$70,255.00 | -1.00 | (\$70,255.00) |
| S-39 | LF | Revised Utility 1x in Survey and Fieldwork (C3002) | \$1,883.11 | \$3,083.11 | -1.00 | (\$3,083.11) |
| S-40 | LS | 2" Extra Force Main, Same as S-1 (1x) Crossing to NY&NJ (C3002) | \$3,076.23 | \$3,076.23 | -1.00 | (\$3,076.23) |
| S-41 | LS | Top Line Slipping on Poles (C3002) | \$11,178.95 | \$11,178.95 | -1.00 | (\$11,178.95) |
| S-42 | LS | Extra Mob and dump from Franklin Crossing while awaiting final permit (C3002) | \$1,630.00 | \$5,600.00 | -1.00 | (\$3,630.00) |
| S-43 | LS | Extra Milling and paving on Suspended (C3002) | \$38,122.43 | \$76,244.86 | -1.00 | (\$38,122.43) |
| S-44 | LS | Extra Milling and paving on Poles (C3002) | \$108,717.38 | \$111,212.44 | -1.00 | (\$109,717.38) |
| S-45 | LS | Police Guard | \$9,332.00 | \$17,408.00 | -1.00 | \$9,332.00 |
| NET CHANGE THIS CHANGE ORDER | | | | | \$65,911.48 | |

Note: R/E/S = Reduction, Extra, Supplemental

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NORTHWEST BERGEN COUNTY UTILITIES AUTHORITY

RESOLUTION

No. 41-2016

Date: March 15, 2016

**RESOLUTION AUTHORIZING AN AMENDED SCHEDULE AND GRANTING AN
EXTENSION OF TIME FOR THE COMPLETION OF CONTRACT NO. 266**

WHEREAS, on May 15, 2015, the Northwest Bergen County Utilities Authority ("Authority") entered into a contract (Contract No. 266) with Longo Electrical-Mechanical, Inc. (the "Longo") to make upgrades to the Goffle Road and Midland Park Pump Station; and

WHEREAS, Longo has failed to meet the contractual deadline to complete the specified upgrades; and

WHEREAS, Longo has proposed an amended schedule, and requested an extension of time from December 24, 2015 to August 6, 2016, to complete the specified upgrades; and

WHEREAS, Longo has additionally requested that the Authority waive any liquidated damages that have accrued as of date; and

WHEREAS, the Authority's Engineer and Attorney have reviewed Longo's proposed amended schedule and request for additional time and concluded that it is in the Authority's best interest to accept the amended schedule, grant the extension of time and waive any liquidated damages that have accrued as a result of Longo's failure to meet the initial deadlines set forth in Contract No. 266.

NOW, THEREFORE, BE IT RESOLVED by the Authority's Board of Commissioners, that:

1. The aforesaid recitals are incorporated herein as though fully set forth at length.
2. The Executive Director, and any other necessary Director, officer or official of the Authority, is hereby authorized to accept Longo's proposed amended schedule and grant his request for additional time to complete the specified upgrades to the Goffle Road and Midland Park Pump Station.
3. The Executive Director, and any other necessary Director, officer or official of the Authority, is hereby authorized to inform Longo that the Authority will waive any liquidated damages that have accrued as a result of Longo's failure to complete the project in accordance with the deadlines initially set forth in Contract No. 266, but also advise Longo that the Authority reserves its right to seek liquidated damages

[illegible]