

BOARD OF TRUSTEES OF THE MIDDLESEX COUNTY COLLEGE

Minutes of May 26, 1999 Meeting

A regular meeting of the Board of Trustees of Middlesex County College was held at 7:30 p.m., May 26, 1999, in the Boardroom of Chambers Hall, on the Middlesex County College campus. Members present were: Mmes. Heller and Kurtz and Messrs. Bauer, Bellizio, Figg, Otlowski, Villafane and Wernik. Dr. Guidette, Mrs. Power and Messrs. Katcher and Ostrov were absent. Also present were President Bakum, Mr. Hoffman, Mrs. Bevis and several members of the staff.

In compliance with the "Open Public Meetings Act" of the State of New Jersey, adequate notice of this meeting was provided as follows:

- (a) On November 18, 1998, advance written notice of this meeting was posted in the lobby of the Academic Services Building.
- (b) On November 18, 1998, advance written notice of this meeting was mailed to the Home News Tribune, 35 Kennedy Boulevard, East Brunswick, New Jersey.
- (c) On November 18, 1998, a copy of this advance notice of the meeting was filed with the Clerk of the Middlesex County Board of Chosen Freeholders.
- (d) On November 18, 1998, a copy of this advance notice was filed with the President of Middlesex County College.
- (e) Any individual who has requested notice of this meeting has been forwarded a copy of the notice of such meeting.

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Mr. Bellizio moved, seconded by Mr. Figg, that the Minutes of the regular meeting of April 28, 1999 be approved as presented. After discussion, the motion was unanimously carried.

ACADEMIC, STUDENT AND ALUMNI AFFAIRS COMMITTEE

Mrs. Kurtz moved, seconded by Mr. Otlowski, for adoption of resolutions 1-3:

1. WHEREAS, the Board of Trustees of Middlesex County College (hereinafter referred to as the "Board") and the National Science foundation (hereinafter referred to as "NSF") have entered into a contract for the operation of a project entitled, NEW JERSEY CENTER FOR ADVANCED TECHNOLOGICAL EDUCATION for the period commencing 9/1/99 and concluding 8/31/2000; and

WHEREAS, a proposal entitled, NEW JERSEY CENTER FOR ADVANCED TECHNOLOGICAL EDUCATION has been submitted by the College administration and agreed to by NSF in the amount of \$647,771; and

WHEREAS, the Board has determined that the operation of a project entitled, NEW JERSEY CENTER FOR ADVANCED TECHNOLOGICAL EDUCATION is consistent with the philosophy and purpose of the College,

NOW, THEREFORE, BE IT RESOLVED as follows:

- a. The Board approves the proposal for the project entitled, NEW JERSEY CENTER FOR ADVANCED TECHNOLOGICAL EDUCATION, as submitted by the administration of Middlesex County College to the National Science Foundation for the period 9/1/99 through 8/31/2000 in the total amount of \$647,771.

b. The Board herein ratifies the contract executed by the College President and the National Science Foundation.

2. WHEREAS, the Board of Trustees of Middlesex County College (hereinafter referred to as the "Board") and the Department of Education of the State of New Jersey (hereinafter referred to as the "State") have entered into a contract for the operation of a project entitled, CENTRAL REGIONAL CONNECTIONS - 1999/2000 for the period July 1, 1999 through June 30, 2000; and

WHEREAS, a proposal for the operation of a project entitled CENTRAL REGIONAL CONNECTIONS - 1999/2000 has been submitted by the College administration and agreed to by the State in the amount of \$80,000; and

WHEREAS, R.S. 18A:64A-12J grants the Board the power to enter into contracts which it deems necessary and advisable with the State of New Jersey or any of its political subdivisions; and

WHEREAS, the Board has determined that the operation of a project entitled CENTRAL REGIONAL CONNECTIONS - 1999/2000 is consistent with the philosophy and purpose of the College,

NOW, THEREFORE, BE IT RESOLVED as follows:

a. The Board approves the proposal for the project entitled, CENTRAL REGIONAL CONNECTIONS - 1999/2000, as submitted by the administration of Middlesex County College to the State of New Jersey for the period July 1, 1999 through June 30, 2000 in the total amount of \$80,000.

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b. The Board authorizes the College President and/or his designee to execute the contract.

3. WHEREAS, the Board of Trustees of Middlesex County College (hereinafter referred to as the "Board") and the City of New Brunswick and New Brunswick Tomorrow have entered into a contract for the operation of a project entitled, YEAR-ROUND EMPLOYMENT PROGRAM (a.k.a. PROJECT ACCESS 1999/2000) for the period April 1, 1999 through March 31, 2000; and

WHEREAS, a proposal for the operation of a project entitled YEAR-ROUND EMPLOYMENT PROGRAM (a.k.a. PROJECT ACCESS - 1999/2000) has been submitted by the College administration and agreed to by the City of New Brunswick and New Brunswick Tomorrow in the amount of \$62,713; and

WHEREAS, R.S. 18A:64A-12J grants the Board the power to enter into contracts which it deems necessary and advisable with the State of New Jersey or any of its political subdivisions; and

WHEREAS, the Board has determined that the operation of a project entitled YEAR-ROUND EMPLOYMENT PROGRAM (a.k.a. PROJECT ACCESS - 1999/2000) is consistent with the philosophy and purpose of the College,

NOW, THEREFORE, BE IT RESOLVED as follows:

a. The Board approves the proposal for the project entitled, YEAR-ROUND EMPLOYMENT PROGRAM (a.k.a. PROJECT ACCESS - 1999/2000) as submitted by the administration of Middlesex County College to the City of New Brunswick and New Brunswick Tomorrow for the period April 1, 1999 through March 31,, 2000 in the total amount of \$62,713.

- b. The Board authorizes the College President and/or his designee to execute the contract.

After discussion, the motion was unanimously carried.

FACILITIES COMMITTEE

Mr. Otlowski moved, seconded by Mr. Bellizio, for adoption of resolutions 1-8:

1. BE IT RESOLVED that based on the recommendation of the Executive Director of Facilities Management and the Vice President for Finance and Operations payment be authorized to the following firms:

- a. A & J Consulting Engineering Services for providing Phase II consulting services for the Technical Services Center 105 HVAC Upgrade in the amount of \$1,551.08. (This includes a \$20.08 charge for reimbursable expenses which is not part of the contract total.)

Contract Amount	\$8,000.00
Previous Payments	6,469.00
Payment #3	1,531.00
Reimbursable Expenses	<u>20.08</u>
Balance	<u>-0-</u>

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- b. Dyna-Temp, Inc. for HVAC damper and pump work in the amount of \$23,387.00.

Contract Amount	\$339,140.00
Previous Payments	300,483.00
Payment #8	23,387.00
Retainage	<u>10,000.00</u>
Balance	<u>15,270.00</u>

- c. Roof Spec, Inc. for providing Phase II consulting services for roofing improvements to Edison Hall, Main Hall and the Physical Education Center Buildings in the amount of \$1,862.23. (This includes a \$167.23 charge for reimbursable expenses which is not part of the contract total.)

Contract Amount	\$18,800.00
Previous Payments	11,006.00
Payment #3	1,695.00
Reimbursable Expenses	<u>167.23</u>
Balance	<u>\$ 6,099.00</u>

- d. Bovis Construction Corporation for Phase I professional construction management services for the Bookstore, Public Safety Building and Entrance Improvements in the amount of \$2,091.10. (This includes a \$196.10 charge for reimbursable expenses which is not part of the contract total.)

Contract Amount	\$52,000.00
Previous Payments	35,727.00
Payment #4	1,895.00
Reimbursable Expenses	<u>196.10</u>
Balance	<u>\$14,378.00</u>

- e. Rothe-Johnson-Fantacone for Phase II professional architectural/engineering services for the construction of the Bookstore, Public Safety Building and Entrance Improvements for reimbursable expenses in the amount of \$387.68.

Contract Amount	\$116,600.00
Previous Payments	114,600.00
Reimbursable Expenses	<u>387.68</u>
Balance	<u>\$ 2,000.00</u>

- f. Datasys Technology, Inc., Monmouth Junction, NJ for providing wire and cable services for the Campus Building Recable project in the amount of \$54,000.00.

Contract Amount	\$172,195.00
Previous Payment (s)	42,474.50
Payment #2	54,000.00
Retainage	<u>10,719.50</u>
Balance	<u>\$ 75,719.50</u>

2. WHEREAS, the State of New Jersey has cooperative purchasing services available under N.J.S.A. 18A:64A-25.9 of the County College Contracts Law applicable to the College;

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NOW, THEREFORE, BE IT RESOLVED, that the following contract over \$12,300 be authorized under the provisions of State Contracts currently in effect:

<u>STATE CONTRACT NUMBER</u>	<u>COMPANY</u>	<u>DESCRIPTION</u>	<u>AWARD</u>
A-83995	Allied Equipment	Classroom Furniture	\$14,585.68

BE IT FURTHER RESOLVED, that the following contracts under \$12,300 be authorized under the provisions of State Contracts currently in effect:

<u>STATE CONTRACT NUMBER</u>	<u>COMPANY</u>	<u>DESCRIPTION</u>	<u>AWARD</u>
A-85991	Windsor Barrel Works	Landscape Supplies	\$5,976.00
A-75440	Dell Marketing	Computer Hardware	\$3,294.00
A-85968	Ben Shaffer	Landscape Supplies	\$2,769.00

3. BE IT RESOLVED that based on the recommendation of the Director of Purchasing and Inventory and the Vice President for Finance and Operations contracts for purchases and services classified as exempt under the provisions of N.J.S.A. 18A:64A-25 et seq. for fiscal year July 1, 1999 through June 30, 2000 be made to the following firms:

- a. Academic Book Center, Portland, OR for the supply of Library materials for the not-to-exceed amount of \$65,000.00

- b. Datatel, Inc., Fairfax, VA for expenses incurred in training Middlesex County College personnel for the amount of \$20,000.00.
 - c. Rotman & Howder, Cedarville, OH for specialized programming engineering support services on the Colleague system for the amount of \$7,500.00.
 - d. Nittany Valley Offset, State College, PA for Quotation #6830 Pathfinder for the amount of \$13,718.00.
 - e. Custom Printing, Owensville, MO for Quotation #6835 Catalog Printing, in the amount of \$128,462.00.
4. BE IT RESOLVED that based on the recommendation of the Director of Purchasing and Inventory and the Vice President for Finance and Operations contract awards be made to the following firms:
- a. Applied Engineering & Technology, Princeton, NJ for Phase I, evaluation work, and Phase II, specification preparation, for the Facilities Management Building upgrade for the amount of \$4,000.00.
 - b. Jacobs Environmental, Inc., Piscataway, NJ for Phase II, campus fire hydrant replacements, for the not-to-exceed amount of \$2,370.00
 - c. Joe Brancone, Wayne, NJ for professional consulting services for the amount of \$1,500.00.
 - d. Applied Engineering & Technology, Princeton, NJ for Phase I, evaluation work, for the East Hall Annex Floor Structure project for the amount of \$3,200.00.

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5. BE IT RESOLVED that whereas the College has previously solicited bids for first-year contracts with second and third year options for renewals up to a three-year period as allowed by N.J.S.A. 18A:64A-25 et seq. the following renewal contract is awarded:

a. Siebe Environmental Controls, Mahwah, NJ for Bid #031 HVAC Management System Maintenance - Controls representing an option for a second-year renewal for the period effective July 1, 1999 through June 30, 2000 for the amount of \$59,000.00.

6. BE IT RESOLVED that based on the recommendation of the Director of Purchasing and Inventory and the Vice President for Finance and Operations contract amendments be made to the following firms:

a. A & J Consulting Engineering Services, Inc., Clifton, NJ for additional consulting services due to an addition to the scope of work for the TSC 105 HVAC system upgrade for the not-to-exceed amount of \$1,800.00 for a total contract amount of \$9,800.00.

Contract Amount	\$8,000.00
Amendment #1	<u>1,800.00</u>
New Contract Total	<u>\$9,800.00</u>

b. Syska & Hennessy, Inc., Princeton, NJ due to the additional cost of site visits for reviewing the construction progress for East Hall HVAC Upgrade for the not-to-exceed amount of \$2,000.00 for a total contract amount of \$5,000.00.

Contract Amount	\$3,000.00
Amendment #1	<u>2,000.00</u>
New Contract Total	<u>\$5,000.00</u>

7. BE IT RESOLVED that based on the recommendation of the Director of Purchasing and Inventory and the Vice President for Finance and Operations bid awards be made to the following firms:
- a. Stout's Charter Service, Inc., Trenton, NJ for Bid #045 Charter Bus Services for the not-to-exceed amount of \$30,000.00.
 - b. Metrotemp Services Co., Inc., Edison, NJ for Bid #046 Temporary Employment Services, Primary Supplier, for the not-to-exceed amount of \$15,500.00.
 - c. Westaff (USA), Inc., Walnut Creek, CA for Bid #046 Temporary Employment Services, Capp, Inc., Clifton Heights Secondary Supplier, for the not-to-exceed amount of \$15,500.00.
 - d. Capp, Inc., Clifton Heights, PA for Bid #050 Actuators, Thermostats, and Controls for the not-to-exceed amount of \$15,000.00.
 - e. Suburban Auto Mall, Metuchen, NJ for Bid #056 Fleet Vehicle Maintenance for the not-to-exceed amount of \$23,000.00.
 - f. Maul Electric, Inc., Dayton, NJ for Bid #062 High Voltage Electrical Distribution System for the not-to-exceed amount of \$15,000.00.
 - g. Everett H. Thorne Company, Inc., Red Bank, NJ for Bid #044 Roof Replacement, Base Bid, for the amount of \$274,000.00.
 - h. Patterson Dental Supply, Carlstadt, NJ for Bid #047 Dental Supplies for the amount of \$6,078.70.

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- i. Newark Dental Corp., Springfield, NJ for Bid #047 Dental Supplies for the amount of \$2,321.20.
- j. Smart Practice, Phoenix, AZ for Bid #047 Dental Supplies for the amount of \$1,208.86.
- k. Henry Schein, Inc., Melville, NY for Bid #047 Dental Supplies for the amount of \$791.43.
- l. A-Dec, Inc., Newberg, OR for Bid #047 Dental Supplies for the amount of \$312.06.
- m. BioSafe, Inc., Fairview Heights, IL for Bid #047 Dental Supplies for the amount of \$282.70.
- n. ESPE America, Inc., Norristown, PA for Bid #047 Dental Supplies for the amount of \$25.92.
- o. Caretek Resources, Highlands Ranch, CO for Bid #047 Dental Supplies for the amount of \$10.50.
- p. Paper Plus, Inc., Carteret, NJ for Bid #051 Janitorial Paper Supplies for the not-to-exceed amount of \$10,000.00.
- q. O.K. Electric, Perth Amboy, NJ for Bid #053 Electrical Supplies for the not-to-exceed amount of \$40,000.00.
- r. Grant Supply Co., Inc., North Brunswick, NJ for Bid #054 Plumbing Supplies for the not-to-exceed amount of \$20,000.00.

s. York International Corp., Edison, NJ for Bid #061 HVAC Maintenance Contract for the amount of \$40,596.00.

8. WHEREAS, at its meeting of November 18, 1998, the Board of Trustees of Middlesex County College (hereinafter referred to as the "College") approved an Agreement for Sale of Real Property, the Project Management and Classroom Building Shell Space Agreement with the New Brunswick Parking Authority (hereinafter referred to as the "Parking Authority") for certain property located on the corner of New Street and Joyce Kilmer Avenue; and

WHEREAS, at its meeting of December 16, 1998, the Board of Trustees rescinded the Agreement for Sale of Real Property and approved an Agreement for the Purchase of a Condominium Unit from the Parking Authority; and

WHEREAS, Special Counsel to the College and the President have determined that in lieu of a Project Management and Classroom Building Shell Space Agreement, there should be a Project Development Agreement for a two story condominium classroom and retail building in the Parking Authority's New Street Parking Deck; and

WHEREAS, the College and the Parking Authority desire to provide for the construction of certain facilities for the College in New Brunswick to be known as the Middlesex County College New Brunswick Center (hereinafter referred to as the "Project") which facilities will be a building, housing the Project and a parking facility to be operated by the Parking Authority; and

WHEREAS, the Parking Authority will provide certain project development services to the College during the construction of the Project; and

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WHEREAS, the College desires to purchase a condominium unit which shall include the Project in accordance with a certain Contract for the Purchase of Real Estate; and

WHEREAS, the Parking Authority desires to lease back a portion of the condominium unit being purchased by the College; and

WHEREAS, the Parking Authority desires to retain a right of first refusal to purchase the College's condominium unit if the College decides to sell such unit in the future; and

WHEREAS, the parties have agreed upon the terms of the arrangements which terms are reflected in a Project Development Agreement, a Contract for the Purchase of Real Estate, and a Lease Agreement, copies of which are attached hereto as Exhibits A1 through A3, respectively; and

WHEREAS, the Lease Agreement shall be for a term of ten (10) years subject to an extension for successive terms of five (5) years upon notice from the NBPA in accordance with the terms of the Lease Agreement,

NOW, THEREFORE, BE IT RESOLVED the parties agree as follows:

The College hereby approves the form of the Project Development Agreement attached hereto as Exhibit A1, the form of the Contract for the Purchase of Real Estate attached hereto as Exhibit A2 and the form of the Lease Agreement attached hereto as Exhibit A3; and

BE IT FURTHER RESOLVED as follows:

1. The resolutions dated November 18, 1998 and December 16, 1998 are hereby rescinded.

2. That the Board of Trustees hereby authorizes John Bakum, President of the College, to execute such agreements on behalf of the Board of Trustees, subject to review and approval of Special Council.

After discussion, the motion was unanimously carried.

FINANCE COMMITTEE

Mr. Bauer moved, seconded by Mr. Villafane, for adoption of the following resolution:

1. That the invoice for services rendered by the firm of Wilentz, Goldman & Spitzer for the period January 1, 1999 through March 31, 1999 be approved for payment in the amount of \$25,754.38.

Legal services rendered from January 1, 1999
to March 31, 1999 for contracts and bidding
matters

\$ 4,200.00

Legal services rendered from January 1, 1999
to March 31, 1999 relating to federal and
state regulatory requirements, labor, union
and other personnel related matters at
Middlesex County College

14,900.00

Legal services rendered from January 1, 1999
to March 31, 1999 for normal operations of
Middlesex County College

5,800.00

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Total disbursements from January 1, 1999
to March 31, 1999

Total

854.38
\$ 25,754.38

After discussion, the motion was unanimously carried.

HUMAN RESOURCES COMMITTEE

1. BE IT RESOLVED that the following actions be approved pursuant to recommendation by the President and to the provisions of N.J.S.A. Section 18:64A-12:

Mr. Figg moved, seconded by Mr. Villafane, for adoption of all resolutions, Sections 1-9:

SECTION 1 - MANAGEMENT

MANAGEMENT APPOINTMENTS (SUMMER ONLY)

<u>NAME</u>	<u>DEPARTMENT</u>	<u>POSITION</u>	<u>BUDGET CODE</u>	<u>WEEKS/ DURATION</u>	<u>SALARY</u>
Stephen Larkin III	Medical Lab Technology	Chairperson	1-2160-125	8 weeks	11,898
Dr. John Murray	Chemistry	Chairperson	1-2180-125	2 weeks	3,949
Margaret Pryzgoda	Biology	Chairperson	1-2175-125	2 weeks	3,330
Al Snopek	Radiography Ed.	Chairperson	1-2140-125	8 weeks	14,626

MANAGEMENT CHANGE OF STATUS

Rita Edozie

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Director, Career Training Center	6	Corporate & Community Ed.	1-5200-126	43,598	7/1/98 - 5/31/99
TO: Director, Career Training Center	7	Corporate & Community Ed.	1-5200-126	46,318	6/1/99 - 6/30/99

Anne Gilbert

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Director, Corporate Trng.	6	Corporate & Community Ed.	1-5200-126	47,366	7/1/98 - 5/31/99
TO: Director, The Institute	7	Corporate & Community Ed.	1-5200-126	49,734	6/1/99 - 6/30/99

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Lynn Lederer

JOB TITLE

FROM:

Director, Professional Programs	6	Corporate & Community Ed.	1-5200-126	47,476	7/1/98 - 5/31/99
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TO:

Director, Professional & Community Programs	7	Corporate & Community Ed.	1-5200-126	49,850	6/1/99 - 6/30/99
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SECTION 2 - FACULTY

FACULTY FULL-TIME TENURE TRACK APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>BUDGET CODE</u>	<u>ANNUAL SALARY</u>	<u>HIRE DATE</u>
Francisco Colon	Computer Science	Instructor	1-2395-110	40,327	8/30/99
Steve Zale	Computer Science	Instructor	1-2395-110	40,327	8/30/99

FACULTY APPOINTMENTS (Summer Only)

<u>NAME</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>WEEKS/DURATION</u>	<u>SALARY</u>
Ellen Dikun	Radiography Ed.	1-2140-110	8 weeks	7,983
Dolly Hsu	Medical Lab Tech.	1-2160-110	8 weeks	10,507
Kimberly Krapels	Radiography Ed.	1-2140-110	8 weeks	8,708
Millicent Nicholas	Radiography Ed.	1-2140-110	8 weeks	10,861

FACULTY COMPENSATION (NOTE: All of the compensation listed below is for class coverage due to the illness of a faculty member in the ESL Department).

<u>NAME</u>	<u>TOTAL PAYMENT</u>
Sudipta Biswas	1,546
Hillary Hyman	1,521
Maryann Santelli	1,521
Ellen Measday	1,940
Mary Lynch	2,143

FACULTY CHANGE OF STATUS

Nancy Baily

<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Associate Professor	Business Admin. and Management	1-2350-110	57,169	99/00 academic year

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TO:
Chairperson with Business Admin. and 1-2350-125 to be 8/16/99
the rank of Management determined
Associate Professor

FACULTY CONTACT OVERLOAD PAYMENTS

<u>NAME</u>	<u># OF OVERLOAD CREDITS</u>	<u>TOTAL OVERLOAD PAYMENT</u>
Richard Conley	4	6,267
Barbara Drescher	1	2,841
Mary Lynch	1	1,818
Steven Rowley	2	2,757
Alan Sherman	6	14,737
Diane Trainor	1	2,084
Richard Waidelich	1	1,612
Steven Zale	1	1,291

FACULTY STUDENT OVERLOAD PAYMENTS

<u>NAME</u>	<u># OF STUDENT OVERLOAD</u>	<u>TOTAL OVERLOAD PAYMENT</u>
Emanuel diPasquale	1.33	462.99
Irene Pearse	1.00	247.66

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FACULTY TERMINATIONS

BE IT RESOLVED that the following Instructor terminations be approved due to the end of the Spring 1999 semester beginning with the name Susan Altman and ending with the name Steven Zale, effective June 30, 1999: **NOTE:** Budget code line 114 are one semester only and lines 119 and 110 are one year only positions.

<u>NAME</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>
Susan Altman	Theatre & Visual Arts	1-2260-119
Sudipta Biswas	ESL	1-2280-114
Joseph Bonner	English	1-2210-114
Jerald Cilente	Psychology & Education	1-2270-114
Francisco Colon	Computer Science	1-2570-110
Christopher Crow	English	1-2210-114
Denise Egidio	Modern Languages	1-2240-114
Christina Femino	ESL	1-2280-114
Jami Fair-Davis	English	1-2210-114
Jean Flakker	Mech/Civil/Constr Engineering	1-2390-110
Barry Glazer	English	1-2210-114
Nannette Granuzzo	Modern Languages	1-2140-119
Michael Lee Harrison	Mathematics	1-2190-119
Hillary Hyman	ESL	1-2280-114
Roberta Karstadt	English	1-2210-114
Lorraine Koncz	English	1-2210-114
Pam Nazareth	Mathematics	1-2190-114
Jane Ostacher	ESL	1-2280-114
Alane Poirier	MAD	1-2370-110
Arlene Rogoff	Mathematics	1-2190-119

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Arundhati Sanyal	English	1-2210-114
Mary Ann Santelli	ESL	1-2280-114
Stephanie Serrano-Vera	ESL	1-2280-119
Ellen Shur	English	1-2210-114
Georgina Vastola	Mathematics	1-2190-114
Kathryn Wagner	English	1-2210-114
Anna Williams	Mathematics	1-2190-114
Steven Zale	Computer Science	1-2570-110

SECTION 3 - CONFIDENTIAL - No actions

SECTION 4 - NON ACADEMIC (unit affiliated)

AFSCME APPOINTMENT

<u>NAME</u>	<u>DEPARTMENT</u>	<u>JOB TITLE</u>	<u>BUDGET CODE</u>	<u>ANNUAL SALARY</u>	<u>HIRE DATE</u>
Thomas Kaczmarek	Receiving	Warehouseperson II	1-7600-160	17,176	6/1/99

NON-ACADEMIC APPOINTMENTS

<u>NAME</u>	<u>JOB</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>HIRE DATE</u>
James Gary	Senior Science Lab Coordinator	Biology	1-2175-131	24,554	6/7/99
Carole Luttkus	Lab Coordinator	Theatre & Visual Arts	1-2260-131	23,835	5/27/99
Jose Maldonado	Mail Expeditior	Printing, Publications & Mail	1-0500-130	23,920	7/1/99*

*NOTE: Mail Expeditior is a temporary replacement position for up to one year.

NON-ACADEMIC CHANGE OF STATUS

Gaurang Bhatt

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Senior Student Records Assist.	7	Registrar's Office	1-1120-130	25,114	7/1/98 - 5/16/99
TO: Student Activities/ College Center Coordinator	6	College Center	1-1810-130	23,835	5/17/99 - 3/14/00 only*

***NOTE:** This is a temporary full-time position which will end on 3/14/00.

Naum Eydelman

<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Custodian (afternoon)	Custodial	1-7200-160	18,191 (17,147+1,044)	7/1/98 - 5/31/99
TO: Custodian (nights)	Custodial	1-7200-160	18,713 (17,147+1,566)	6/1/99 - 6/30/99

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Albert Fontaine

<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Custodian (night)	Custodial	1-7200-160	17,518 (15,952+1,566)	7/1/98 - 5/31/99
TO: Lead Custodian (night)	Custodial	1-7200-160	19,113 (15,952 + 1,566+1,595)	6/1/99 - 6/30/99

Li Jin

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Student Records Evaluator	7	Registrar	1-1120-130	26,140	7/1/98 - 5/31/99
TO: Student Records Evaluator	8	Registrar	1-1120-130	27,708	6/1/99 - 6/30/99

Renu Kinkhabwala

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Student Records Evaluator	7	Registrar	1-1120-130	25,206	7/1/98 - 5/31/99

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Edwin Onyschak

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Computer Repair Technician	9 AFSCME	Information Technology	1-0920-132	34,788	7/1/98 - 5/31/99
TO: Manager, Network Engineering Desktop Support	7 Mgmt.	Information Technology	1-0920-121	58,852	6/1/99 - 6/30/99

Christine Rutowski

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Senior Police Officer	3	Police	1-0700-165	37,921	7/1/98 - 5/31/99
TO: Sergeant	4	Police	1-0700-165	43,312	6/1/99 - 6/30/99

Bea Tarnofsky

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM: Student Records Evaluator	7	Registrar	1-1120-130	26,868	7/1/98 - 5/31/99
TO: Student Records Evaluator	8	Registrar	1-1120-130	28,480	6/1/99 - 6/30/99

Deborah Torain

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM:					
Student Records Evaluator	7	Registrar	1-1120-130	25,954 (25,135 + 819)	7/1/98 - 5/31/99
TO:					
Student Records Evaluator	8	Registrar	1-1120-130	27,610 (26,791 + 819)	6/1/99 - 6/30/99

Foster Walker

<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM:				
Lead Custodian (night)	Custodial	1-7200-160	27,677 23,737+1,566+2,574)	7/1/98 - 5/31/99
TO:				
Custodian (night)	Custodial	1-7200-160	25,303 23,737 + 1,566)	6/1/99 - 6/30/99

Marcia Weitzner

<u>JOB TITLE</u>	<u>GRADE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DATES</u>
FROM:					
Student Records Analyst	8	Registrar	1-1120-130	41,846	7/1/98 - 5/31/99

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TO:

Student Records Analyst	9	Registrar	1-1120-130	44,357	6/1/99 - 6/30/99
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NON-ACADEMIC LEAVE OF ABSENCE

<u>NAME</u>	<u>DEPARTMENT</u>	<u>LEAVE DATES</u>	<u>TYPE OF LEAVE</u>
David Cruz	Physical Education Cntr	5/28/99 - 11/27/99	Disability

NON ACADEMIC RESIGNATION

<u>NAME</u>	<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>RESIGNATION DATE</u>
Gloria Berry	Financial Acctg Coord.	Business Office	1-0310-130	5/14/99

NON ACADEMIC TERMINATION

<u>NAME</u>	<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>RESIGNATION DATE</u>
Bernard Wheately	Custodian	Custodial	1-7200-160	5/21/99

SECTION 5 - NON-ACADEMIC (non-unit affiliated)

NON-ACADEMIC PART-TIME APPOINTMENTS

<u>NAME</u>	<u>HOURLY RATE</u>	<u>DEPARTMENT</u>
Cooney, Brenda	10.00	Student Activities
Dionisio, Michael	6 50	Performing Arts
Ferguson, Stafford	7.50	Marketing & Public Information
Gadio, Sandra	7.00	Student Activities
Huynh,Hao Phung	10.00	Student Activities
Kofoed, Julia	6.50	Performing Arts
Montaperto, Maria	12.00	English
Siegel, Sondra	30.00	Advancement & Planning
Siegel, Sondra	50.00	Advancement & Planning
Troiano, Mary Ann	20.00	Health Services
Vargas, Jessica	6.50	Mech-Civil/Constr Engr Tech

SECTION 6 - SPONSORED AND SPECIAL PROJECTS PERSONNEL

SPONSORED AND SPECIAL PROJECTS PERSONAL APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>JOB TITLE</u>	<u>BUDGET CODE</u>	<u>HOURLY SALARY</u>	<u>HPW</u>	<u>DURATION</u>
Ed Bonnin	Perth Amboy Center	Work Experience Aide	5-2820-130	12.21	35	5/3/99 - 6/30/99

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Edith Campbell	Corporate & Community Ed	Teacher	5-5200-116	25.00	15	5/3/99 - 6/30/99
Damiana Pimentel	Child Care	Substitute	5-5440-141	7.63	25	7/1/99 - 12/30/99

SPONSORED AND SPECIAL PROJECTS PERSONNEL APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>JOB TITLE</u>	<u>BUDGET CODE</u>	<u>SALARY</u>	<u>DURATION</u>
Frank Rubino	NJCATE	Co-Principal Investigator	7-2530-125 (2/3) 7-2560-125 (1/3)	12,118	1 and 1/2 months during June 16 to August 15, 1999
Jack Waintraub	NJCATE	Project Director/ Principal Investigator	7-2560-120	11,967	1 and 1/2 months during June 16 to August 15, 1999

SPONSORED AND SPECIAL PROJECTS PERSONNEL TEMPORARY APPOINTMENTS

<u>NAME</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>HOURLY SALARY</u>	<u>HPW</u>	<u>DURATION</u>
Carla Espejo	Child Care	5-5440-141	8.13	25	7/1/99 - 12/30/99
Sandra Gadeo	Child Care	5-5440-141	8.13	25	7/1/99 - 12/30/99
Barbara Gross	Co-op Education	1-1930-146	16.09	25	7/12/99 - 7/29/99
Christian Hernandez	Child Care	5-5440-141	7.88	25	7/1/99 - 12/30/99
Nicholine James	Child Care	5/5440-141	7.88	25	7/1/99 - 12/30/99
Nicola McDonald	Child Care	5-5440-141	7.88	25	7/1/99 - 12/30/99
Monique Ortiz	Child Care	5-5440-141	8.13	25	7/1/99 - 12/30/99
Aida Rodriguez	Child Care	5-5440-141	8.13	25	7/1/99 - 12/30/99
Johanny Rodriguez	Child Care	5-5440-141	8.13	25	7/1/99 - 12/30/99

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SPONSORED AND SPECIAL PROJECTS PAYMENTS

<u>NAME</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>DURATION</u>	<u>BUDGET CODE</u>
Shunfu Gao	NJCATE	606.80	FALL 1998	7-253013-9116-1-55
Joe Misuraca	NJCATE	2,220.00	Fall 1998	7-253013-9116-1-55
Emmi Schatz	NJCATE	407.00	Fall 1998	7-253013-9116-1-55
David Tyrrell	NJCATE	362.60	Fall 1998	7-253013-9116-1-55

SPONSORED AND SPECIAL PROJECTS TERMINATIONS

<u>NAME</u>	<u>JOB TITLE</u>	<u>DEPARTMENT</u>	<u>BUDGET CODE</u>	<u>TERMINATION DATE</u>
Joseph Armstead	Coordinator	New Brunswick	5-2830-126	9/30/98
Tracey Bledsoe	Professional L.D. Tutor	Counseling & Placement	5-1130-150	5/15/99
Tamara Davis	Work Experience Aide	New Brunswick	5-2830-150	8/14/98
Sherry Fletcher	Peer Mentor	Minority Student Affairs	5-1160-150	8/31/98
Jayael Franklin	Adapted Lab Tech Assistant	Counseling & Placement	5-1130-150	5/30/99
Barbara Gross	Job Developer	Co-op Education	1-1930-150	5/31/99
Rhonda Hunter	Work Experience Aide	New Brunswick	5-2820-130	1/31/99
Katherine Jambor	Area Coordinator	New Brunswick	1-2830-150	11/31/98
Melanie Karagianis	Lab Assistant	Corporate & Community Ed.	5-5200-150	12/31/98
Beth Lowe	L.D. Specialist	Counseling & Placement	5-1130-116	5/31/99

Kimberly Meche	Teacher Assistant	Child Care	5-5440-150	8/31/98
Kyle O'Donnell	Prof. L.D. Tutor	Counseling & Placement	5-1130-150	5/15/99
Irina Orlova	Graphics Designer	NJCATE	7-2560-150	3/31/99
Julie Ann Ventura	Lab Assistant	Corporate & Community Ed.	5-5200-150	4/7/99
Mary Jane Warshaw	Professional Tutor	Counseling & Placement	5-1130-126	5/15/99

SECTION 7 - PAYROLLS

ACADEMIC ADVISING

- (a) BE IT RESOLVED that the following payroll for Academic Advising be approved for the pay period ending May 12, 1999 beginning with the name Lucille Alfieri, and ending with the name Diane Trainor, for a total amount of \$5,865 (budget code 1-195000-9155-1-00):

<u>NAME</u>	<u>AMOUNT</u>
Lucille Alfieri	30.00
Janet Baker	172.50
Xenia Balabkins	375.00
Barbara Bogner	682.50
Erin Christensen	90.00
Frank Colon	60.00
Marge Cullen	60.00
Naresh Dhanda	60.00

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Margaret Driver	660.00	
Leah A. Ghiradella	60.00	
Camille Gutmore	60.00	
Jeff Hochbaum	495.00	
Theresa Holt	60.00	
John David Muth	60.00	
Jerome Olson	615.00	
Art Peterson	60.00	
Edith Rehbein	1,080.00	
Richard Strugala	217.50	
Selina Thompson	367.50	
Lucia Tillotson	540.00	
Diane Trainor	60.00	
	Total	\$5,865.00
Gross amount due this payroll period		\$5,865.00

DEPARTMENT OF CONTINUING STUDIES

(a) BE IT RESOLVED that the following personnel actions in the Department of Continuing Studies for Spring 1999 be approved:

Appointment:

<u>Name</u>	<u>Assignment</u>	<u>Compensation</u>
Steve Kirbos	Lab Coordinator	445.50
Mary Lynch	ESL Advising	180.00
Neil Storm	ESL Advising	225.00

Adjustments:

<u>Name</u>	<u>Assignment</u>	Previously Authorized <u>Compensation</u>	Adjusted <u>Compensation</u>
Scott D'Ellia	Lab Assistant	3,772.00	3,507.04
Judi DiMaio	Lab Assistant	2,949.75	3,185.75
John Murray	Cooperative Education	100.00	200.00
Marilyn Pukavich	ESL 063-60	1,299.00	1,268.00

DIVISION OF CORPORATE AND COMMUNITY EDUCATION

(a) BE IT RESOLVED that the following list of individuals who have successfully completed assignments for the Division of Corporate and Community Education and are entitled to payment from the Division of Corporate and Community Education accounts for May 1999 be approved for the indicated amounts listed below beginning with the name Beyer, Yvonne and ending with the name Wiley, Charles for the total amount of \$35,054.80 from (budget code 1-520000-9116-1-00):

<u>NAME</u>	<u>CONTRACT NO.</u>	<u>AMOUNT</u>
Beyer, Yvonne	98-99:632	\$ 500.00
Bilak, Brian	98-99:604	356.00
Campbell, Edith	98-99:644	712.50
Celauro, Frank	98-99:481	5,272.50
DeGeneste, Leslie	98-99:615	1,080.00
Fonte, Richard	98-99:602	390.00
Foshee, Brian	98-99:618	500.00
Frank, Barry	98-99:511	750.00
Frank, Barry	98-99:511	750.00

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Frank, Barry	98-99:511	350.00
Frank, Barry	98-99:511	350.00
Frank, Barry	98-99:511	350.00
Frank, Barry	98-99:511	350.00
Fritz, Robert	98-99:556	1,500.00
Fritz, Robert	98-99:560	720.00
Gianncola, Linda	98-99:510	2,000.00
Goumas, George	98-99:453	1,085.00
Gromek, Melissa	98-99:648	360.00
Hill, Florence	98-99:626	448.00
Iannace, Michael	98-99:599	1,012.50
Jarvi, Diane	98-99:622	562.50
Jarvi, Diane	98-99:596	400.00
Jocus, Janet	98-99:472	340.00
Kilinski, Charlene	98-99:527	336.00
Kilinski, William	98-99:526	420.00
Mercado, Lucy	98-99:475	540.00
Millkie, Ron	98-99:386	612.50
Mokar, Larry	98-99:601	405.00
Morley, Pamela	98-99:642	876.30
Nigro, Michael	97-98:549	457.50
O'Connor, Brian	98-99:558	960.00
Okwemba, Arthur	98-99:548	2,080.00
Perkins, Kaseem	98-99:547	211.00
Sarnouski, Darlene	98-99:537	464.00
Sawczak, Anna	98-99:425	1,036.00
Schachter, Louise	98-99:422	810.00
Scott-Bey, Ron	98-99:524	420.00
Scott-Bey, Ron	98-99:525	420.00

Scott-Bey, Ron	98-99:523	420.00
Shoban, Matthew	98-99:603	380.00
Smith, Tracy	98-99:597	1,062.50
Snedeker, Nancy	98-99:505	1,500.00
Spector, Jeff	98-99:495	370.00
Togneri, Elaine	98-99:528	500.00
Ventura, Julia	98-99:506	255.00
White, Bob	98-99:643	625.00
Wiley, Charles	98-99:538	<u>175.00</u>
		\$ 35,054.80

(b) BE IT RESOLVED that the following list of individuals who have successfully completed assignments for the Division of Corporate and Community Education and are entitled to payment from the Division of Corporate and Community Education accounts for May 1999 be approved for the indicated amounts listed below beginning with the name Education To Go and ending with the name Tony Pandolfi for the total amount of \$2,812.00 from (budget code 1-520000-9225-1-00):

<u>NAME</u>	<u>CONTRACT NO.</u>	<u>AMOUNT</u>
Education To Go	98-99:442	58.00
Education To Go	98-99:442	464.00
Education To Go	98-99:443	203.00
Education To Go	98-99:443	232.00
Education To Go	98-99:444	145.00
Education To Go	98-99:444	174.00

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Education To Go	98-99:445	29.00
Education To Go	98-99:445	58.00
Education To Go	98-99:446	58.00
Tony Pandolfi	98-99:652	1,400.00

SECTION 8 - POLICIES - No actions

SECTION 9 - MISCELLANEOUS

- (a) BE IT RESOLVED that the invoice for services rendered by the firm of Jackson, Lewis, Schnitzler and Krupman be approved in the amount of \$6,116.30 for the period March 1, 1999 through March 31, 1999, for services rendered relating to labor relations, EEO and other personnel matters.

After discussion, the motion was unanimously carried.

REPORT OF COUNSEL

No report.

REPORT OF THE PRESIDENT

Dr. Bakum presented an overview of his report for the month of May 1999 (copy attached to Minutes).

AUDIENCE

No comments.

GENERAL

Chairman Wernik noted that Mrs. Mary Trickel, Vice President, Finance, is recuperating at home from recent surgery. On behalf of the Board, he wished her a speedy and complete recovery.

There being no further business, the meeting was adjourned at 7:35 p.m. Chairman Wernik announced that the next regularly scheduled meeting of the Board of Trustees will take place on Wednesday evening, June 23, 1999.

HOWARD BELLIZIO
Secretary

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THIS PAGE NOT USED

Agreement for Project Development
Construction of Condominium Classroom Building Shell Space

AGREEMENT made this 1st day of June In the year of Nineteen hundred and Ninety Nine

BETWEEN, The Project Developer: **City of New Brunswick Parking Authority**, Unit Seller

AND, **Middlesex County College**, Unit Buyer

FOR, Project Development and Construction of a Condominium Classroom Building
 In connection with the Project known as;

New Street Parking Deck & MCC New Brunswick Center

The MCC and Project Developer, hereinafter referred to as the "PD" agree as set forth below:

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**ARTICLE I
RELATIONSHIP OF THE PARTIES**

1.1 MCC and Project Developer

The PD and the MCC shall perform as stated in this Agreement and each PD and MCC accepts the relationship between them that is established by this Agreement.

1.1.1 Standard of Care

The PD covenants with the MCC to furnish its skill and judgment with due care in accordance with applicable federal, state and local laws and regulations that are in effect on the date of this Agreement first written above.

1.2 MCC and Design Professional

The MCC, in consultation with the PD, shall contract separately with one or more Design Professionals to provide architectural and engineering design for the Project. The Project is defined in Article 2 of this Agreement.

1.3 MCC and Contractors

The MCC will require the PD to contract directly with such Contractors as may be necessary for construction of the MCC's Classroom Building, "*Shell Space*", Condominium Unit to supply the MCC's portion of the Project. All such contracts shall be issued consistent with the applicable provisions of this Agreement.

1.4 Relationship of the PD to Other Project Participants

In providing Project Developer and Construction Services described in this Agreement, the PD shall endeavor to maintain a working relationship with the Construction Manager (CM), Project Engineer (PE) and MCC's Design Professionals. The PD's Design Professional is responsible for the overall Project design and shall perform in accordance with the Design Professional's Agreement with the PD and nothing in this Agreement shall be construed to mean that the PD is responsible for the design of the Project or that the PD assumes any of the contractual or customary responsibilities or duties of the Design Professionals, or any other persons or parties not specified by this Agreement.

**ARTICLE 2
PROJECT DEFINITION**

The term "Project" when used in this Agreement shall mean the total construction of the MCC's New Brunswick Center, Classroom Building, "*Shell Space*", Condominium Unit, to be performed under this Agreement. The term "Work required for the Project" used in this

Agreement shall mean the various parts of the total construction to be performed under this Agreement.

2.1 The Project Name is the New Street Parking Deck & Middlesex County College New Brunswick Center which is to be constructed on the parcel of land located on New Street between Joyce Kilmer Avenue and Drift Street, identified as Block 131, Lot 1.02, on the Official Tax Map of the City of New Brunswick, Middlesex County, State of New Jersey.

2.2 The Project is a Condominium Development comprised of a Parking Deck, containing 430+/- parking spaces, to be owned by the New Brunswick Parking Authority, Unit A (Condominium Sponsor) and the New Brunswick Center Classroom Building, Unit B (Condominium Buyer), containing 13,000 +/- square feet of interior space, to be delivered as a Condominium Unit in "*Shell Space*" condition by the NBPA, to the Middlesex County College which shall own the condominium unit.

2.3 The MCC shall design the interior finishes, hire contractors and complete the fit up of the Classroom Building at its own expense. The NBPA, at its own expense, shall be responsible for the costs associated with the construction of the 854+/- square foot retail space, to a *vanilla box standard*, located within the MCC's Condominium Unit, which the MCC has agreed to lease to the NBPA, as a Master Leasee, for a period of 10 years plus options. The MCC has agreed to accept the cost of the improvement of the retail space by the NBPA in lieu of rental payments for the leasehold period.

ARTICLE 3 PROJECT DEVELOPER'S BASIC SERVICES

3.1 PD Basic Services

The PD shall perform the Project Development Services described herein. It is not required that the Project Development Basic Services be performed in the sequence in which they are described.

3.2 Pre-design Phase

3.2.1 Project Management

3.2.1.1 Development Management Plan: The PD shall have the CM and/or PE prepare a Development and Construction Management Plan for the Project. In preparing the Development Plan, the PD shall consider the MCC's schedule, cost, and design requirements for the Project. The PD shall then have the CM and/or PE develop various alternatives for the sequencing and management of the Project and shall make recommendations to the MCC. The Development Plan shall also include a description of the various bid packages recommended for the Project. The Development Plan shall be presented to the MCC for acceptance.

3.2.1.2 Design Professional Orientation: The PD shall conduct or assist in conducting Design Professional orientation sessions during which the MCC's Design Professional shall receive information regarding Project schedules, costs and administrative requirements.

3.2.2 Time Management

3.2.2.1 Master Schedule: In accordance with the Development Plan, the PD shall have the CM and/or PE prepare a Master Schedule for the Project. The Master Schedule shall specify the proposed start and finish dates for each project activity and the dates by which certain construction activities must be complete. The PD shall submit the Master Schedule to the MCC for acceptance.

3.2.2.2 Design Phase Milestone Schedule: After the MCC accepts the Master Schedule the PD shall have the CM and/or PE prepare a Milestone Schedule for the Design Phase. The Design Phase Milestone Schedule may be used in the request for proposals and contract for the Design Professional and shall be a method for judging progress during the Design Phase.

3.2.3 Cost Management

3.2.3.1 Construction Market Survey: The PD shall have the CM and/or PE conduct a construction market survey to provide current information regarding the general availability of local construction services, labor, materials and equipment cost and other economic factors related to the Project.

3.2.3.2 Project and Construction Budget: Based on the Development Plan and the Construction Market Survey, the PD shall have the CM and/or PE prepare a Project and Construction Budget based on separate divisions of the Work required for the Project. The PD shall submit the Project and Construction Budget to the MCC for acceptance. The Project and Construction Budget pertaining to the New Brunswick Center Building shall be revised as directed by the MCC.

3.2.4 Management Information System (MIS)

3.2.4.1 Establishing the Project MIS: The PD shall develop a MIS to establish communication between the MCC, PD, CM, PE, Design Professionals and other parties on the Project. In developing the MIS, the PD shall consider the type of information for reporting, the reporting format and the desired frequency for distribution of the various reports.

3.2.4.2 Design Phase Procedures: As part of the MIS, the PD shall establish procedures for reporting, communications and administration during the Design Phase.

3.3 Design Phase

3.3.1 Project Management

3.3.1.1 Revisions to the Development Plan: During the Design Phase, the PD shall make recommendations to the MCC regarding revisions to the Development and Construction Management Plans. Revisions approved by the MCC shall be incorporated into the Development and Construction Plans and accepted by the MCC.

3.3.1.2 Project Conference: At the start of the Design Phase, the PD shall conduct a project conference attended by the CM, PE, Design Professionals, the MCC and others. During the Project Conference, the parties shall review the Construction Management Plan, the Master Development Schedule, the Design Phase Milestone Schedule, the Project and Construction Budget and the MIS.

3.3.1.3 Design Phase Information: The PD shall monitor the CM, PE and Design Professionals compliance with the Development and Construction Management Plans and the MIS and the PD shall coordinate and expedite the flow of information between the CM, PE, MCC, Design Professionals and others.

3.3.1.4 Project Meetings: The PD shall conduct periodic Project meetings attended by the MCC, CM, PE and Design Professionals and others. Such meetings shall serve as a forum for the exchange of information concerning the Project and the review of design progress. The PD or designee shall prepare and distribute minutes of these meetings to the MCC, the Design Professionals and others.

3.3.1.5 Review of Design Documents: The PD shall coordinate the review of the design documents for clarity, consistency, and constructability. The results of the review shall be provided in writing and as notations on the documents. The PD is not responsible for providing, nor does the PD control, the Project design and contents of the design documents. By performing the coordination described herein, the PD is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and design documents. The PD's action in coordinating the Project design, design documents and in making recommendations as provided herein is only advisory to the MCC.

3.3.1.6 MCC Design Reviews: The MCC's Design professional shall be responsible for compiling and conveying the MCC's design review comments to the rest of the professional team for inclusion in Construction and Design Plans.

3.3.1.7 Approvals by Regulatory Agencies: The PD shall coordinate transmittal of documents to regulatory agencies for review and shall advise the MCC of potential problems in completing such reviews.

3.3.1.8 Public Relations: The PD shall assist the MCC in public relations activities and shall prepare information for and attend public meetings regarding the project.

3.3.2 Time Management

3.3.2.1 Revisions to Development Master Schedule: While performing the services provided in paragraphs 3.3.1.1, 3.3.1.2 and as necessary throughout the Design Phase, the PD shall have the CM and/or PE recommend revisions to the Development Master Schedule. The MCC shall execute change orders as needed to the appropriate parties to implement the Master Schedule revisions.

3.3.2.2 Monitoring The Design Phase Milestone Schedule: While performing the services provided in paragraphs 3.3.1.3, and 3.3.1.4, the PD shall monitor compliance with the Design Phase Milestone Schedule.

3.3.2.3 Pre-Bid Construction Schedules: Prior to transmitting Contract Documents to bidders, the PD shall have the CM and/or PE prepare a Pre-Bid Construction Schedule for each part of the Project, which shall be incorporated into the Bid documents.

3.3.3 Cost Management

3.3.3.1 Project and Construction Budget Revision: The PD shall have the CM and/or PE make recommendations to the MCC concerning design changes that may result in revisions to the Project and Construction Budget and divisions of the Work required for the Project.

3.3.3.2 Cost Control: The PD shall have the CM and/or PE prepare an estimate of the construction cost for each submittal of design drawings and specifications from the MCC's Design Professional. The estimate for each submittal shall be accompanied by a memo to the MCC and their Design Professional identifying variances from the Project and Construction Budget. The PD shall coordinate and expedite the activities of the MCC and their Design Professional when changes to the MCC project design are required to the Construction Budget.

3.3.3.3 Value Analysis Studies: The PD shall have the CM and/or PE provide value analysis for major construction components. The results of the analysis shall be in memo form and distributed to the MCC and their Design Professional.

3.3.4 Management Information System (MIS)

3.3.4.1 Schedule Reports: In conjunction with the services provided by paragraph 3.3.2.1, the PD shall have the CM and/or PE prepare and distribute Schedule Progress Reports that shall contrast actual progress against scheduled progress for the Design Phase and the overall Development Project.

3.3.4.2 Project Cost Report: The PD shall have the CM and/or PE prepare and distribute project cost reports that shall indicate estimated costs compared to the Project and Construction Budget.

3.3.4.3 Cash Flow Report: The PD shall periodically prepare and distribute a Cash Flow Report.

3.3.4.4 Design Phase Change Order Report: The PD shall have the CM and/or PE prepare and distribute Design Phase Change Order Reports that shall list all MCC-approved change orders as

of the date of the report and shall state the effect of the change orders on the Project and Construction Budget and the Development Master Schedule.

3.4 Bid and Award Phase

3.4.1 Project Management

3.4.1.1 Prequalifying Bidder: The PD shall have the CM and/or PE develop Lists of possible Bidders for the Project

3.4.1.2 Bidder's Interest Campaign: The PD may conduct a telephonic and correspondence campaign to attempt to create interest among qualified bidders, if deemed necessary.

3.4.1.3 Notices and Advertisements: The PD shall prepare and place notices and advertisements to solicit bids for the Project.

3.4.1.4 Delivery of Bid Documents: The PD shall make bid documents available for pick up in the PD's administrative offices for interested bidders. The PD shall obtain documents from the CM, PE and Design Professionals and arrange for printing, binding, and wrapping. The PD shall maintain a record of bidders receiving documents.

3.4.1.5 Pre-Bid Conference: In conjunction with the CM, PE and Design Professionals, the PD shall conduct Pre-bid Conferences. These conferences shall be forums for the PD, CM, PE and Design Professionals to explain to the bidders the Project requirements, including information concerning schedule requirements, time and cost control requirements, access requirements, the project administrative requirements and technical information.

3.4.1.6 Information to Bidders: The PD shall develop and coordinate procedures to provide answers to bidders, questions.

3.4.1.7 Addenda: The PD shall receive from the CN or PE a copy of all Addenda. The PD shall review addenda for clarity, consistency and coordination among the bidders. By performing the reviews described herein, the PD is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the design documents. The PD shall also distribute a copy of all addenda to each bidder receiving documents.

3.4.1.8 Bid Opening: The PD shall conduct the bid openings and shall evaluate the bids for responsiveness and price and the PD shall make advise the MCC concerning the acceptance or rejection of bids.

3.4.1.9 Construction Contracts: The PD shall prepare, execute, and deliver the Contract Documents between the PD and the Contractors. The PD shall also issue the notices to proceed.

3.4.1.10 Pre-Construction Conference: In connection with the CM, PE, and Design Professionals, the PD shall conduct a Pre-Construction Conference during which the PD shall review the reporting procedures and other rules.

3.4.1.11 Permits, Insurance and Labor Affidavits: The PD shall verify that the Contractor has secured the required building permits, bonds, insurance, labor affidavits and waivers.

3.4.2 Time Management

3.4.2.1 Pre-bid Construction Schedule: The PD shall inform the bidders of their responsibilities regarding the Pre-bid Construction Schedule specified in the Instructions to Bidders or Contract Documents.

3.4.2.2 Contractor's Construction Schedule: The PD shall have the CM and/or PE provide a copy of the Master Development Schedule to the bidders. As part of the Notice of Award, the PD shall have the CM and/or PE inform each Contractor of the requirements for the preparation of the Contractor's Construction Schedule. Each Contractor shall prepare its own Construction Schedule in accordance with the requirements of the Contract Documents.

3.4.3 Cost Management

3.4.3.1 Estimates for Addenda: The PD shall have the CM and/or PE prepare an estimate of costs for all Addenda and shall submit the estimates to the MCC for review. After approval by the MCC, the Addenda shall be transmitted to bidders and the Guaranteed Maximum Construction Price shall be adjusted as provided in this Agreement.

3.4.3.2 Analyzing Bid: Upon receipt of bids, the PD shall coordinate the evaluation of the bids, by the CM and PE, including alternate prices and unit prices.

3.4.4 Management Information System (MIS)

3.4.4.1 Schedule Progress Report: The PD shall have the CM and/or PE prepare and distribute Schedule Progress Reports during the Bid and Award Phase. The Reports shall compare the actual bid and award dates to scheduled bid and award dates and shall summarize the progress of the Development Project.

3.4.4.2 Project Cost Reports: The PD shall prepare and distribute the Project Cost Reports during the Bid and Award Phase. The Reports shall specify actual award prices and construction costs for the Project, compared to the Project and Construction Budget.

3.4.4.3 Cash flow Reports: The PD shall have the CM and/or PE prepare and distribute Cash Flow Reports during the Bid and Award Phase. The Reports shall be based on actual award prices and construction costs for the Project and the Reports shall specify actual cash flow compared to projected cash flow.

3.5 Construction Phase

3.5.1 Project Management

3.5.1.1 Onsite Management and Construction Phase Communication Procedures: The PD shall monitor the CM and PE to verify that they provide and maintain a management team on the Project site to provide contract administration. The PD shall establish and coordinate communication procedures among the PD, CM, PE, MCC, Design Professionals and Contractors.

3.5.1.2 Construction Administration Procedures: The PD shall have the CM and/or PE establish and implement procedures for expediting and processing requests for information, shop drawings, material and equipment sample submittals, Contract Schedule adjustments, change orders, substitutes, payment requests and the maintenance of logs. The PD shall have the CM and/or PE maintain daily job reports. The PD shall be the party to whom requests for information, submittals, Contractor schedule adjustments, substitutes, change order requests and payment requests shall be submitted for final approval.

3.5.1.3 Project Site Meeting: Periodically the PD shall have the CM and/or PE conduct meetings at the Project meetings with all Contractors, the MCC and Design Professionals. The PD shall have the CM and/or PE record, transcribe and distribute minutes to all attendees, the MCC and Design Professionals.

3.5.1.4 Coordination of Other Independent Consultants: the CM or PE shall coordinate Technical Inspection and testing. The PD shall be provided a copy of all Inspection and testing reports on the day of the inspection or test. The PD is not responsible for providing, nor does the PD control, the actual performance of technical inspection and testing. The PD is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of such inspection and testing.

3.5.1.5 Review of Requests for Changes to the Contract Time and Price: The PD shall have the CM and/or PE review the contents of a request for changes to the contract time or price submitted by a Contractor, assemble information concerning the request and endeavor to determine the cause of the requests. In instances where the PD's review indicates that the request is valid, the PD shall transmit documents to the MCC for approval. The PD shall have the CM and/or PE prepare the necessary change order documents for signing by the contractor and the MCC.

3.5.1.6 Quality Review: The PD shall have the CM and/or PE establish and implement a program to monitor the quality of the construction. The purpose of the program shall be to guard the MCC against defects and deficiency in the work of the Contractor. The PD shall have the CM and/or PE reject work and transmit to the Contractor a notice of nonconforming work when it is the opinion of the PD that the Work does not conform to the requirements of the Contract Documents. Except for minor variations as stated herein, the PD is not authorized as part of this service to change, evoke, enlarge, relax, alter, or release any requirement of the *MCC's Work*

specified within the Contract Documents or to approve or accept any portion of the *MCC's Work* not performed in accordance with the Contract Documents.

3.5.1.7 Operation and Maintenance Materials: The PD shall have the CM and/or PE receive from the Contractors operation and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project.

3.5.1.8 Substantial Completion: In consultation with the Design Professional, the PD shall determine when the Project and the Contractors, work is substantially complete. In consultation with the Design Professional the PD shall, prior to issuing a Certificate of Substantial Completion, prepare a list of work that does not conform to the Contract Documents. This list shall be attached to the Certificate of Substantial Completion.

3.5.1.9 Final Completion: In consultation with the CM, PE and Design Professionals, the PD shall determine when the Project and the Contractors' work is finally completed and, following completion of corrections, shall issue a Certificate of Final Completion to the MCC. Upon receipt of the scheduled Installment Purchase Payments from the MCC the PD shall make payments due to the contractors. Receipt of scheduled installment purchase payments from the MCC is a condition precedent to payment to the Contractors by the PD.

3.5.2. Time Management

3.5.2.1 Master Schedule: The PD shall have the CM and/or PE adjust and update the Master Schedule and distribute copies to the MCC and Design Professionals. All adjustments to the Master Schedule shall be made for the benefit of the Project.

3.5.2.2 Contractor's Construction Schedule: The PD shall have the CM and/or PE review each Contractor's Construction Schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule.

3.5.2.3 Construction Schedule Report: The PD shall review shall have the CM and/or PE the progress of construction of each Contractor on a monthly basis, shall evaluate the percentage complete of each construction activity as indicated in the Contractor's Construction Schedule and shall review such percentages with the Contractor. This evaluation shall serve as data for input to the periodic Construction Schedule Report that shall be prepared and distributed to the Contractor, MCC and Design Professionals. The Report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payment to the Contractor. The PD shall have the CM and/or PE determine and implement alternative courses of action that may be necessary to achieve contract compliance by the Contractor.

3.5.2.4 PD Review of Time Extension Requests: The PD shall have the CM and/or PE prior to the issuance of a Change Order, determine the effect on the Master Schedule of time extensions requested by the Contractor.

3.5.2.5 Recovery Schedules: The PD may require the Contractor to prepare and submit a Recovery Schedule as specified in the Contract Documents.

3.5.3 Cost Management

3.5.3.1 Schedule of Values (Each Contract): The PD shall have the CM and/or PE in participation with the General Contractor, determine a Schedule of Values for each of the construction contracts. The Schedule of Values shall be the basis for the allocation of the contract price to the activities shown on the General Contractor's Construction Schedule.

3.5.3.2 Allocation of Costs to Contractor's Construction Schedule: The Contractor's Construction Schedule shall have the total contract price allocated among the Contractor's scheduled activities so that each of the Contractor's activities shall be allocated a price and the sum of the prices of the activities shall equal the total contract price. The PD shall have the CM and/or PE review the contract price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to the Contractor shall be based on the Contractor's percentage of completion of the scheduled activities as set out in the Construction Schedule Report and the Contractor's compliance in accordance with the Contract Documents.

3.5.3.3 Change Order Control: The PD shall establish and implement a Change Order control system. All proposed Change Orders that effect the MCC's portion of the Project shall be described in detail in a request accompanied by technical drawings and specifications and submitted to the MCC's Director of Finance, Mary Trickel for review. The Contractor shall submit to the PD for evaluation detailed information concerning the costs and time adjustments, if any, necessary to perform the proposed Change Order work. The PD shall have the CM and/or PE discuss the proposed Change Order with the Contractor and endeavor to determine the Contractor's basis for the cost to perform the work and the affect, if any, on the Guaranteed Maximum Construction Price. The PD shall transmit the Change Order and supporting documentation to the MCC for acceptance of the change order. Following MCC acceptance, the CM and/or PE shall prepare for signature by the PD, Contractor and MCC the change order documents. The PD shall have the CM and/or PE verify that the Work and any adjustment of time required by approved change orders have been incorporated into the Contractor's Construction Schedule.

3.5.3.4 Cost Records: In instances where a lump sum or unit price is not determined prior to performing work described in a request for a Change Order as provided in paragraph 3.5.3.3, the PD shall have the CM and/or PE request from the Contractor records of the cost of payroll, materials and equipment and the amount of payments to subcontractors incurred by the Contractor in performing the work.

3.5.4 Management Information System (MIS)

3.5.4.1 Schedule Progress Reports: The PD shall have the CM and/or PE prepare and distribute Schedule Progress Reports during the Construction Phase. The Report shall compare

the actual construction dates to scheduled construction dates of each separate construction contract and to the Development Master Schedule for the Project.

3.5.4.2 Project Cost Report: The PD shall have the CM and/or PE prepare and distribute Project Cost Reports during the Construction Phase. The Reports shall specify actual Project and construction costs compared to the Project and Construction Budget.

3.5.4.3 Project and Construction Budget Revisions: The PD shall have the CM and/or PE make recommendations to the MCC concerning construction changes that may result in revisions to the Project and Construction Budget or the Guaranteed Maximum Construction Price.

3.5.4.4 Cash Flow Reports: The PD shall prepare and distribute Cash Flow Reports during the Construction Phase. The Reports shall specify actual cash flow as compared to projected cash flow.

3.5.4.5 Change Order Reports: The PD shall periodically prepare and distribute Change Order Reports during the Construction Phase. The Report shall specify actual cash flow as compared to projected cash flow.

3.5.4.6 Progress Payment Reports (Each Contract): The PD shall prepare and distribute the Progress Payment Reports. The Reports shall state the total construction contract price; payment to date, current payment requested, retainage and actual amounts owed this period.

3.5.4.7 Contractor's Safety Program Report: The PD shall have the CM review the safety program of each contractor as required by the Contract Documents and coordinate the safety programs for the Project.

3.6 Post-Construction Phase

3.6.1 Project Management

3.6.1.1 Record Documents: The PD shall have the CM and/or PE coordinate and expedite submittals of Information from the Contractors for record drawings and specification preparations and shall coordinate and expedite the transmittal of Record Documents to the MCC.

3.6.1.2 Organize and Index Operations and Maintenance Materials: Prior to final completion of the Project, the PD shall have the CM and/or PE compile manufacturers' operations and maintenance manuals, warranties and guarantees and bind such documents in an organized manner

3.6.1.3 Occupancy Permit: The PD shall assist the MCC in obtaining an occupancy Permit by accompanying governmental officials during inspections of the Project, preparing and submitting documentation to governmental agencies and coordinating final testing and other activities.

3.6.2 Time Management NOT APPLICABLE

3.6.3 Cost Management

3.6.3.1 Change Orders: The PD shall continue to provide services related to change orders as specified in Paragraph 3.5.3.3.

3.6.4 Management Information System (MIS)

3.6.4.1 Closeout Reports: At the conclusion of the Project, the PD shall have the CM and/or PE prepare final Project accounting and closeout reports.

3.7 Additional Services

3.7.1 At the request of the MCC, the PD shall perform the following Additional Services and shall be compensated for same as provided in Article 7 of this Agreement. The PD shall perform Additional Services only after the MCC and PD has executed a written Amendment to this Agreement providing for such services. Additional Services may include:

3.7.1.1 Services related to investigation, appraisal or evaluation of existing conditions, facilities or equipment or determination of the accuracy of existing drawings or other information furnished by the MCC;

3.7.1.2 Services related to procurement, storage, maintenance and installation of MCC-furnished equipment, materials, supplies and furnishings;

3.7.1.3 Services for tenant or rental spaces;

3.7.1.4 Preparation of financial, accounting or MIS reports not provided under Basic Services;

3.7.1.5 Performance of warranty inspections during the warranty period of the Project;

3.7.1.6 Services related to interfacing or working with the Design Professional or other consultants that are beyond the scope of this Agreement;

3.7.1.7 Services made necessary by the default of a Contractor;

3.7.1.8 Preparation for and serving as a witness in connection with any public or private hearing or arbitration mediation or legal proceeding;

ARTICLE 4
DURATION OF THE PROJECT DEVELOPER'S SERVICES

4.1 Duration: The duration of the PD's Project Development Basic Services under this Agreement shall be for a period of eleven months, beginning on October 1, 1998 and terminating on or about the date that a Certificate of Occupancy is granted for the operation of the Parking Deck.

4.1.1 Commencement: The commencement date for the PD's Project Development Basic Services shall be October 1, 1998 as stated in the paragraph above.

ARTICLE 5
CHANGES IN DEVELOPER BASIC SERVICES

5.1 MCC Changes

5.1.1 The MCC may not make Changes in the PD's Project Development Basic Services specified in Article 3 of this Agreement without the written agreement of the PD. The PD shall promptly notify the MCC of changes, which increase or decrease the PD's compensation, or the duration of the PD's Basic Services, or both.

5.1.2 Additional Compensation and Extended Duration: The PD shall be entitled to receive additional compensation and additional time when the scope of Project Development Basic Services is increased or extended through no fault of the PD. If the scope of the Project Development Basic Services is increased or the duration of the PD's Project Development Basic Services is extended the PD shall be entitled to receive additional compensation, and the duration of the Agreement shall be extended.

A written request for additional compensation shall be given by the PD to the MCC within thirty (30) days of the occurrence of the event giving rise to such request. The amount of additional compensation to be paid and the amount of the extension of the duration of this Agreement shall be determined on the basis of the PD's cost, a customary and reasonable adjustment in the PD's fixed or lump sum fee consistent with the provisions of Article 7, and a determination of the length of the extensions of the duration of this Agreement.

5.1.3 Changes in the PD's Basic Services: Changes to the PD's Project Development Basic Services and entitlement to additional compensation, shall be made by a written Amendment to this Agreement executed by the MCC and the PD. The Amendment shall be executed by the MCC and PD prior to the PD performing the Services required by the Amendment. The PD shall proceed to perform the Services required by the Amendment only after receiving written notice directing the PD to proceed.

5.1.4 Payment of Additional Compensation: The PD shall submit invoices for additional compensation. Payment shall be made pursuant to the provisions of Article 12 of this Agreement.

ARTICLE 6 MCC'S RESPONSIBILITIES

6.1 The MCC shall provide to the PD complete information regarding the MCC's requirements for the Project.

6.2 The MCC shall examine information submitted by the PD and shall render decisions thereto promptly.

6.3 The MCC shall retain its own design, legal, accounting and insurance counseling services for the New Brunswick Center portion of the Development Project as the MCC may deem necessary.

6.4 The MCC shall furnish insurance for the Project as specified in Article 8.

6.5 If the MCC observes or otherwise becomes aware of any fault or defect in the Project or nonconformity with the Contract Documents, the MCC shall give prompt written notice thereof to the PD.

6.6 The MCC shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the work in cooperation with the PD, consistent with this Agreement, and in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the PD.

6.7 The MCC shall retain its own Design Professional whose services, duties and responsibilities shall be described in a written agreement between the MCC and the MCC Design Professional. The services, duties and responsibilities of the MCC Design Professional set out in the agreement between the MCC and its Design Professional shall be compatible and consistent with this Agreement and the Contract Documents. The MCC shall, In its agreement with its Design Professional, require that the MCC Design Professional perform its services in cooperation with the PD, consistent with this Agreement and in accordance with the planning, scheduling, and budgetary requirements of the Project as determined by the MCC and documented by the PD. The terms and conditions of the agreement between the MCC and its Design Professional shall not be changed or waived without written consent of the PD, whose consent shall not be unreasonably withheld.

6.8 The MCC shall accept the Project and Construction Budget and any subsequent revisions as provided in this Agreement.

6.9 If the MCC contracts separately with any other parties, the MCC shall cause all such agreements to be compatible and consistent with this Agreement. Each of the agreements shall include waiver of subrogation.

6.10 At the request of the PD, sufficient copies of interim and final drawings, specifications and Contract Documents shall be furnished to the PD by the MCC at the MCC's expense.

6.11 The MCC shall in a timely manner secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.12 The MCC shall furnish evidence satisfactory to the PD that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, the PD is not required to commence its Services and may, if such evidence is not presented within a reasonable time, suspend the Services specified In this Agreement upon fifteen (15) days' written notice to the MCC and in such event, the PD shall be compensated in the manner provided in Article 9.2.

6.13 The MCC, it's representatives and consultants shall communicate with the Contractors only through the PD.

6.14 The MCC shall send to the PD and shall require the MCC's Design Professional to send to the PD copies of all notices and communications sent to or received by the MCC or its Design Professional relating to the Project.

6.15 The MCC shall designate an officer, employee or other authorized representatives to act in the MCC's behalf with respect to the Project. The MCC's representative for the Project is Don Drost, the Executive Director for Facilities. This representative shall have the authority to approve changes in the scope of the Project and shall be available during working hours and as often as may be required to render decisions and furnish information in a timely manner.

ARTICLE 7 COMPENSATION FOR PROJECT DEVELOPER SERVICES

7.1 The PD shall receive compensation for its Project Development and Management Services in accordance with Paragraph 7.2 *Fixed Fee & Project Soft Cost Reimbursement* and for the construction of the New Brunswick Center Classroom Building Shell Space in accordance with Articles 7.A, 11 and 12

7.2 **Fixed Fee & Project Soft Cost Reimbursement:** The MCC shall compensate the PD on the basis of a fixed fee and project soft cost reimbursement in accordance with the terms and conditions of this Agreement and specifically as follows:

7.2.1 **Compensation for Basic Services:** The PD shall receive as compensation for performing the Project Development Basic Services described in this Agreement; **a Fixed Project Development Fee of Twenty Thousand Dollars (\$20,000.00)**

7.2.2 Development Project Soft Reimbursement: The PM shall receive reimbursement from the MCC for the soft costs expended by the PM in the development and construction of the overall Development Project. **The MCC's share of the soft costs expended by the PD for the Project shall be 10%.** Records of the PM's expenses for subdivision, legal, engineering, architectural, testing, feasibility studies, environmental, and consulting fees pertaining to the Development Project shall be maintained on the basis of generally accepted accounting principals (GAAP) and be available for inspection by the MCC or the MCC's representatives at a mutually convenient time for a period of two years after completion of the Development Project.

**ARTICLE 7A
MAXIMUM CONSTRUCTION PRICE
FOR CONDOMINIUM CLASSROOM SHELL SPACE UNIT**

7A.1 Projected & Maximum Construction Price

7A.1.1 The Projected and Maximum Construction Prices shall be determined and managed as follows:

7A.1.1.1 Projected Construction Price: During the Design Phase, prior to the date that the Work is advertised for bids, the MCC, has requested the PD to establish a *Projected Construction Price* for the Project for budget purposes. *The Projected Construction Price* has been agreed to by the parties as \$55.00 per square foot, subject to further adjustment upwards based upon utilities and roof membrane construction costs.

7A.1.1.2 Maximum Construction Price: Shall be established by the PD's construction estimators upon receipt and acceptance of the lowest responsive and responsible Construction Bid for the Project and allocation of construction costs to the MCC's portion of the Development Project. Once established by the PD and accepted by the MCC it shall become *the Guaranteed Maximum Construction Price*, subject to modification only as provided for in this Agreement.

7A.1.1.3 In the event the MCC *does not* accept the PD's Maximum Construction Price as allocated by the PD's construction cost estimators, for the MCC's Condominium Unit B portion of the Development Project the MCC shall have the right to secure the services of its own construction estimator(s) to review the allocation of construction costs made by the PD based upon the pricing contained within the construction bid accepted by the PD for the Project.

Once the MCC has developed its own estimates for the cost of construction for the New Brunswick Center Shell Space Condominium Unit B portion of the project, the PD and MCC shall negotiate a price for the construction of the MCC's condominium unit, which shall become the *Guaranteed Maximum Construction Price*, the terms for which are discussed in Article 11.

7A.2 Adjustments to the Guaranteed Maximum Construction Price

7A.2.1 The PD understands, confirms and agrees that its responsibility hereunder is to construct the Project in accordance with the drawings and specifications. It is recognized that the Guaranteed Maximum Construction Price may be determined based upon incomplete design documents and in those instances in which the drawings and specifications are not complete at the time the Guaranteed Maximum Construction Price is established.

The PD and MCC shall agree upon unit prices and how their cost relates to the MCC's portion of the Project and shall make those assumptions regarding the Project scope and the quality of the intended construction as may be necessary to fully document the Guaranteed Maximum Construction Price, as specified in Article 11.

The MCC or PD may request at anytime an adjustment to the Guaranteed Maximum Construction Price. The MCC and PD shall use the documentation specified Article 11 in determining whether or not the scope of the Project or a part thereof has been changed and in determining entitlement to an adjustment to the Guaranteed Maximum Construction Price. A determination regarding all requests for adjustment to the Guaranteed Maximum Construction Price shall be made in writing within thirty (30) days from the date of a written request for an adjustment.

7A.2.2 The amount of adjustment to increase or decrease the Guaranteed Maximum Construction Price resulting from a change in the Project shall be determined in one or more the following ways:

7A.2.2.1 By mutual acceptance of a lump sum, property itemized and supported by cost data; or

7A.2.2.2 By unit prices defined and listed as an Exhibit to this Agreement; or

7A.2.2.3 If neither of the methods set forth in 7A.2.2.1 or 7A.2.2.2 is agreed upon by the MCC, the PD, provided it receives a written order signed by the MCC, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the cost records for the changed work. Choice of this method shall not restrict the MCC or the PD from submitting the matter to arbitration as to the justification or right of the PD to an increase in the Guaranteed Maximum Construction Price due to such work. In such case, the PD shall keep and present in such form as may be agreeable to the MCC an itemized accounting together with appropriate supporting data of the actual Cost of the Project.

7A.2.3 If the unit prices are stated and if the quantities originally contemplated by the PD are so changed in a proposed change order or as a result of several change orders that application of the agreed unit prices to the quantities or work proposed shall cause substantial inequity to the MCC or the PD, the applicable unit prices and Guaranteed Maximum Construction Price shall be adjusted.

7A.2.4 Should concealed or unknown physical conditions below the surface of the ground be encountered that differ materially from those identified in the drawings or specifications or ordinarily encountered and generally recognized as inherent in work of the character provided for

in this Agreement, the Guaranteed Maximum Construction Price and the completion date shall be adjusted upon claim made by either party to this Agreement within ten (10) calendar days after the first observance of the conditions.

7A.2.5 The PD shall have the authority to order minor changes in the Project consistent with the intent of the drawings and specifications and not involving an adjustment in the Guaranteed Maximum Construction Price or change of the construction completion date. Such changes may be affected by written order only and shall be signed by the MCC and the PD prior to the work being performed.

7A.4 Adjustments to the PD's Compensation

7A.4.1 The PD shall promptly notify the MCC when changes to the scope of the Project or a part thereof or when delays caused in whole or in part by the MCC increase or extend the scope or duration of the PD's Basic Services. The PD shall be entitled to receive additional compensation and an increase in the duration of this Agreement consistent with the provisions of this Agreement.

ARTICLE 8 INSURANCE AND MUTUAL INDEMNITY

8.1 PD's Liability Insurance

8.1.1 The PD shall be responsible for determining that insurance is in effect that shall protect the PD from the claims set forth below that may arise out of or result from the PD's performance of Services pursuant to this Agreement:

8.1.1.1 Claims under Workers' compensation, disability benefits and other similar employee benefits acts that are applicable to the work performed;

8.1.1.2 Claims for damages because of bodily injury, occupational sickness or disease or death of PD's employees under any applicable employer's liability law;

8.1.1.3 Claims for damages because of bodily injury or death of any person other than PD's employees;

8.1.1.4 Claims for damages insured by usual personal injury liability coverage that are sustained (1) by any person as a result of an offense directly related to the employment of such person by the PD or (2) by any other person;

8.1.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss or use therefrom; or

8.1.1.6 Claims for damages because of bodily injury or death of any person or property damage arising out of the maintenance or use of any motor vehicle.

8.1.2 The PD's comprehensive General and Automobile Liability Insurance as required by Paragraph 8.1.1, shall be written for not less than the following limits of liability:

8.1.3 Comprehensive General Liability insurance may be arranged under a single policy for the full limits required or by a combination of underlying policies with the balance provided by an excess or umbrella liability policy.

8.1.4 Certificates of insurance showing such coverages to be in force shall be filed with the MCC prior to commencement of the PD's services.

8.2 Builder's Risk Insurance

8.2.1 The PD shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The Insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the MCC, the PD, the Contractors and their subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, defective design, negligent workmanship or defective material. The PD shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

8.3 MCC's Insurance

8.3.1 If the MCC occupies or uses a part or parts of the Project prior to substantial completion thereof, such occupancy shall not occur until the MCC obtains property Insurance for the structure and until all insurance companies providing insurance for the Project consent to such occupancy by endorsement to the insurance policies.

8.3.2 The PD shall be named as an additional Insured in any insurance policy for the Project that may be obtained by the MCC.

8.4 Notices and Recovery

8.4.1 The MCC and PD each shall provide the other with copies of all policies thus obtaining for the Project. Each party shall provide the other sixty (60) days' notice of cancellation, non-renewal or endorsement reducing or restricting coverage.

8.5 Waiver of Subrogation

8.5.1 The MCC and the PD waive said rights against each other and against other contracted parties, the Design Professional and consultants, agents and employees of the other for damages occurring during construction and covered by property insurance as set forth in PDAA Document GMP-2. The MCC and the PD shall each require appropriate similar waivers from their contractors, Design Professionals, consultants and agents.

8.6 Indemnity

8.6.1 The PD hereby indemnifies and holds harmless the MCC and its employees, agents and representatives from and against any and all claims, demands, suits and damages for bodily injury and property damage for which the PD is liable that arise out of wrongful acts or omissions of the PD in performing the Project Developer's Services under this Agreement provided, however, that the PD does not assume any risk of damages to property that is incorporated in or shall be incorporated in or is located at the Project site that is not within the possession of the PD or under the PD's direction or control. The total liability of the PD to the MCC arising by reason of this indemnity for losses that are not insured shall not exceed the amount of the total compensation actually paid to the PD by the MCC pursuant to this Agreement.

8.6.2 The MCC hereby indemnifies and holds harmless the PD and its employees, agents and representatives from and against any and all claims, demands, suits and damages for bodily injury and property damage that arise out of or result from, in whole or in part, wrongful acts or omissions of the MCC, Its employees, agents, representatives, independent contractors, material suppliers, the Contractors and the Design Professional.

**ARTICLE 9
DISPUTE RESOLUTION**

9.1 Arbitration

9.1.1 All claims, disputes or controversies arising out of or relating to the Project or to this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

9.1.2 Notice of demand for arbitration shall be filed in writing with the other party to this Agreement in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.

9.1.3 The award rendered by the arbitrators shall be final and judgment way be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**ARTICLE 10
ADDITIONAL PROVISIONS**

10.1 Limitation and Assignment

10.1.1 The MCC and the PD each bind themselves, their successors, assigns and legal representatives to the terms of this agreement.

10.1.2 Neither the MCC nor the PD shall assign or transfer its interest in this Agreement without the written consent of the other. However, nothing contained in this paragraph shall prevent the PD from employing such consultants, associates or subcontractors, as the PD may deem appropriate to assist in performance of the services hereunder.

10.2 Governing Law

10.2.1 The law of the State of New Jersey shall govern this Agreement where the Project is located.

10.3 Extent of Agreement

10.3.1 This Agreement represents the entire and integrated agreement between the MCC and the PD and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the MCC and the PD. Nothing contained in this Agreement is intended to benefit any third party. The Contractors and MCC's Design Professional are not intended third-party beneficiaries of this Agreement.

10.4 Severability: If any provision of this Agreement is held as a matter of law to be unenforceable, the remainder of this Agreement shall be enforceable without such provision.

10.5 Meaning of Terms

10.5.1 References made in the singular shall include the plural and the masculine shall include the feminine or neuter.

10.5.2 The meaning of terms used herein shall be read to be consistent with terms and definitions contained within the Project bid and construction contract documents, which are incorporated by references and are Exhibits to this Agreement as specified in Article 11.

10.6 Notices

10.6.1 All notices required by this Agreement or other communications to either party by the other shall be deemed given when made in writing and deposited in the United States Post office, first class, postage prepaid, addressed as follows:

To The MCC: **John Bakum, President**
 Middlesex County College
 155 Mill Road
 Edison, NJ 08818

To the PD James Zullo, Executive Director
New Brunswick Parking Authority
Ferren Mall – I Penn Plaza
New Brunswick, NJ 08901

ARTICLE 11
GUARANTEED MAXIMUM CONSTRUCTION PRICE
FOR MCC NEW BRUNSWICK CENTER SHELL SPACE BUILDING
CONDOMINIUM UNIT

11. Guaranteed Maximum Construction Price

11.1 As of this 1st day of June, 1999, pursuant to this Agreement and for the Development Project defined in Article 2, the MCC and the PD desire to set a Guaranteed Maximum Construction Price for the construction cost that will be attributed to the Purchase Price for the MCC's New Brunswick Center Shell Space Building Condominium Unit B portion of the Development Project, which is to be purchased by the MCC from the NBPA as the Project Developer.

11.2 The Guaranteed Maximum Construction Price established by the MCC and the PD, based upon negotiation between the parties and independent construction cost estimator analysis by each of the parties, of the Project construction bid accepted by the PD, is **Six Hundred and Eighty Thousand Dollars (\$680,000.00)** for the MCC's New Brunswick Center Shell Space Building Condominium Unit B portion of the Development Project.

The Guaranteed Maximum Construction Price is for the work described in the Project Construction Bid and Construction Contract Documents attached as Exhibit "A".

11.3 The documentation, attached hereto as Exhibit A and made a part hereof by reference, includes budgeted amounts for each of the priced divisions of the work required for the Project and unit pricing for adjustments to the Guaranteed Maximum Construction Price if Change Orders are required.

11.4 Exhibit A, Guaranteed Maximum Construction Price documentation, may include drawings, sketches, specifications, calculations or other data used to identify the basis of how the parties arrived at the mutually agreed upon construction price of **\$ 680,000.00**.

11.5 As Change Orders are obtained and are awarded for additional Work required for the Project the Guaranteed Maximum Construction Price and the Project and Construction Budget shall be adjusted upwards if a division of work is greater than the amount shown in the Project and Construction Budget.

11.6 The date established for completion of the Project is August 24, 1999.

11.7 In the event that the Cost of the Project exceeds the Guaranteed Maximum Construction Price and any agreed upon adjustments for Change Orders, as may be due pursuant to the terms hereof, the PD shall continue to perform at no additional cost to the MCC until the Project, defined by this Agreement is complete. The PD shall be responsible for paying all costs, in accordance with the term of this Agreement that may be necessary to complete the Project, even if such amounts are in aggregate in excess of the Guaranteed Maximum Construction Price.

**ARTICLE 12
INSTALLMENT PURCHASE PAYMENTS TO
PROJECT DEVELOPER BY MCC FOR
PROJECT DEVELOPMENT & CONSTRUCTION SERVICES
AND SOFT COST REIMBURSEMENT**

12.1 The MCC has agreed to purchase its New Brunswick Center Shell Space Condominium Unit from the Project Developer and to pay a total purchase price of \$ 915,000.00, plus approved change order costs, based upon a mutually agreed price or fee for the following items:

Land Price:	\$ 160,790.00
Construction Price:	\$ 680,000.00
Project Development Fee:	\$ 20,000.00
Soft Cost Reimbursement:	\$ 54,210.00

12.2 The MCC has agreed to make installment payments to the Project Developer, based upon the following schedule of payments:

A.	Execution of Purchase Contract & Development Agreement		\$ 235,000.00 (Land, Soft Cost, Dev. Fee)
B.	June 1, 1999	\$170,000.00	25% Construction Price
		\$ 95,686.00	100% Change Order Cost to Date
C.	July 1, 1999	\$170,000.00	25% Construction Price
D.	August 1, 1999	\$170,000.00	25% Construction Price
E.	September 1, 1999	\$170,000.00	25% Construction Price
F.	October 1, 1999	\$	100% Change Order Costs (From: 6/1 to 9/1/99)

12.1 Payments due the Project Developer that are unpaid more than fifteen (15) days from the date of the PD's invoice shall bear interest at the legal rate.

IN WITNESS WHEREOF, Middlesex County College and the Project Developer, NBPA, have duly executed this Agreement, as of the day and year first above written.

ATTEST

MIDDLESEX COUNTY COLLEGE

John Bakum, President

ATTEST:

NEW BRUNSWICK PARKING AUTHORITY

Edwin Keefe, Secretary

James Zullo, Executive Director

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

THIS AGREEMENT FOR SALE (the "Agreement") made as of this 1st day of June, 1999, by and between:

SELLER: THE PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK, a body corporate and politic of the State of New Jersey, having its offices at 1 Penn Plaza, Ferren Mall, New Brunswick, New Jersey 08901 (hereinafter referred to as the "Parking Authority, or Seller"), and

BUYER MIDDLESEX COUNTY COLLEGE, a corporation of the State of New Jersey, having an address of 155 Mill Road, Edison, New Jersey 08818 (hereinafter referred to as the "College, or Buyer").

WITNESSETH:

WHEREAS, the Parking Authority is the owner of certain real property located in the City of New Brunswick, County of Middlesex and State of New Jersey, known and designated as Lots 1 through 11, inclusive, 11.01, 12 through 18, inclusive, 19.01, 20 and 21 Block 131 on the Official Tax Map of the City of New Brunswick (the "Parking Authority Parcel"), which Parking Authority Parcel is to be subdivided and a portion thereof is to be conveyed by the Parking Authority as more particularly described herein; and

WHEREAS, pursuant to its plans for the revitalization of New Brunswick, the governing body of the City of New Brunswick (the "City") has adopted a Redevelopment Plan for the New Welton Redevelopment Area (hereinafter called "Redevelopment Plan"), which includes an area consisting of the Parking Authority Parcel and Lot 19 in Block 131 on the Official Tax Map of the City, (hereinafter collectively referred to as the "Project Site") shown and designated as Lots 1 through 21 in Block 131 on the Official Tax Map of the City; and

WHEREAS, the Civic Square III Redevelopment Associates, L.L.C. (the "Developer") has made application to the Housing Authority of the City of New Brunswick (hereinafter referred to as the "Housing Authority") to be designated as the redeveloper for a portion of the Project Site in accordance with the relevant provisions of the Redevelopment Plan; and

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

WHEREAS, in connection with the development of the Project Site, the Parking Authority has agreed to (i) construct the New Street Parking Deck (hereinafter referred to as the "Parking Deck") on the lands and premises to be retained by the Parking Authority and (ii) construct a two-story commercial and retail building consisting of approximately 13,000 square feet of Condominium office, classroom and retail space (hereinafter referred to as the "Middlesex County College New Brunswick Center Condo Unit") on a portion of the Project Development Site to be conveyed to the College pursuant to the terms of this Agreement and the terms of the Agreement for Project Development - Construction of Condominium Classroom Building Shell Space, which shall both jointly govern the terms of this transaction

The construction of the aforementioned Parking Deck and the Middlesex County College New Brunswick Center together hereinafter are referred to as the "Project" or "Development Project" which term is defined to mean all of the improvements on the portion of the Project Site to be designated as new Lots 1.02 and 1.03 and in Block 131; and

WHEREAS, in connection with the Project, the Parking Authority has agreed to convey a Condominium Classroom Building Unit and the College has agreed to acquire the condominium unit together with a fifty percent (50%) in the common elements of the Development Project, subject to certain reservations of rights, associated therewith being more particularly described in the Master Deed annexed hereto and made a part hereof

WHEREAS, the construction of the Project shall be governed by the Agreement for Project Development - Construction of Condominium Classroom Building Shell Space which is to be executed between the Parking Authority and the College at the same time that this Agreement is entered into;

WHEREAS, upon construction of the project, the Parking Authority shall lease from and occupy a portion of the County College Condominium Unit, with such space being approximately 850 +/- square feet of retail space located on the first floor of the Middlesex County College New Brunswick Center (hereinafter referred to as the "Authority's Leased premises"); and

WHEREAS, the parties hereto, intending to be bound by the provisions of this Agreement, set forth herein their mutual understanding with respect to the purchase of the Condominium Unit from the Authority by the College.

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I - PREMISES

Section 1.01. Premises. The Parking Authority agrees to sell and the College agrees to purchase the Condominium Unit, as provided herein, situate, lying and being in the City of New Brunswick, County of Middlesex and State of New Jersey, as more particularly shown on Exhibit A annexed hereto and made a part hereof. In conjunction with the development of the Project, the Parking Authority excepts from the conveyance of the portion of the Condominium Unit reserves for its benefit the airspace above the surface of a horizontal plane located on and measured from the top of the County Condominium Unit (hereinafter referred to as the "Authority's Air Rights"), it being the intention of the parties that the Parking Authority have the full right to use, occupy, construct upon and build within the airspace so reserved portion of the Parking Deck and to utilize the Middlesex County College New Brunswick Center, as necessary, for the support of portions of the Parking Deck within the airspace above the Middlesex County College New Brunswick Center. Furthermore, the conveyance of the Premises shall be subject to the reservation of such easements and rights as may be reasonably be necessary to permit the construction of the Project, including, but not limited to (i) a temporary construction easement over the Premises for the construction of the Project; (ii) a perpetual easement an/or party wall agreement for supports necessary for the construction of the Parking Deck; and (iii) utility and drainage easements to the extent utilities or drainage must utilize the premises. The easements required for the development of the project (hereinafter referred to as the "Project Easements") over and across the portions of the Premises shall be subject to terms and conditions to be set forth in a separate declaration of easements contained in the Master Deed between the Parking Authority and the College mutually agreeable to both parties. The lands and the appurtenances now or hereafter belonging or pertaining to the parcels set forth and described in Exhibit A, together with all easements, tenements, hereditament and privileges pertaining thereto, subject to the reservation of the Authority's Air Rights and the Project Easements (hereinafter collectively referred to as the "Premises") are sold subject to the terms and conditions herein contained.

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

ARTICLE II - PURCHASE PRICE AND MANNER OF PAYMENT

Section 2.01 Purchase Price. The purchase price of the Condominium Unit shall be as follows:

Land Price:	\$160,790.00
Construction Price:	\$680,000.00
Project Development Fee:	\$ 20,000.00
<u>Soft Cost Reimbursement:</u>	<u>\$ 54,210.00</u>
Total Purchase Price	\$915,000.00

Section 2.02. Manner of Payment. The MCC agrees to purchase the Condominium on the basis of an installment purchase, beginning with the execution of this Agreement and the Agreement for Project Development - Construction of Condominium Classroom Building Shell Space, and concluding with the delivery of the condominium shell space to the MCC for fit up and finishes, according to the following schedule:

Execution of Agreements	\$235,000.00	Land, Soft Costs & Dev. Fee
June 1, 1999	\$170,000.00	25% Construction Price
	\$ 95,686.00	100% Change Order Costs to date
July 1, 1999	\$170,000.00	25% Construction Price
August 1, 1999	\$170,000.00	25% Construction Price
September 1, 1999	\$170,000.00	25% Construction
October	\$	100% Change Orders Costs (From 6/1 to 9/1/99)

ARTICLE III - CONDOMINIUM UNIT DESCRIPTION

Section 3.01. College Condominium Unit. The Parking Authority shall convey to the Middlesex County College the "College Unit" as described in the Master Deed for the Condominium Development, and further described in the floor plan survey prepared by Desman Associates, which is attached hereto as Exhibit A

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

ARTICLE IV - TITLE

Section 4.01. Title. Title to the College Condominium Unit shall be good and marketable title of record, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, subject only to the following exceptions to title (the "Permitted Exceptions"):

- (a) public and utility easements of record;
- (b) the standard printed exceptions contained in the current ALTA Form Owners Policy of Title Insurance, provided that the exception for taxes shall be limited to the year in which the closing occurs and endorsed "not yet due and payable", the exception for construction liens, mechanics and material man's liens shall be deleted and the exception relating to rights of parties in possession of the Premises shall be deleted;
- (c) restriction of record, if any;
- (d) encroachment, if any;
- (e) municipal, state and federal laws, ordinances and regulation affecting the use, occupancy and maintenance of the premises; and
- (f) the Project easements

Section 4.02. Title Binder. Within thirty (30) days from the date of this Agreement, the College shall cause to be ordered a Commitment for Title Insurance and/or Agreement to Issue Policy (collectively referred to as the 'Binder') as to the Premises. Upon receipt of the Binder, a copy will be provided to the Parking Authority and to the Parking Authority's attorney. The College agrees to pay the costs of the searches which shall be included in the title premium at closing.

Section 4.03 Objection to Title. If the Binder reflects title objection beyond those which the College must accept in accordance with the terms of this Agreement, the College shall notify the Parking Authority of the fact within ten (10) days of the receipt of the Binder. The Parking Authority shall have a reasonable time (not to exceed thirty (30) days, unless extended by the College) within which to dispose of any such objections. If the parking Authority is unable to dispose of such defects within such reasonable time, the parking Authority or the College may terminate this Agreement for that reason by giving written notice to the other party, whereupon neither party shall be under any further liability to the other. If the Parking Authority proposes to terminate this Agreement as provided herein, the College may agree, within five (5) days of the

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

Parking Authority's notice of termination, to waive the provisions hereof and to accept such title as the Parking Authority can convey, without reduction of the Purchase Price, or any credit or allowance against the Purchase Price.

ARTICLE V - CLOSING OF TITLE

Section 5.01 Closing Date. The closing of title shall be held at the offices of the NBPA, the Project Developer, with not less than ten (10) days notice, such closing to occur on or about October 1, 1999 or earlier upon completion of the construction of the College Condominium Classroom Building Shell Space Unit or on such other date as may be mutually agreed upon by the College and the Parking Authority.

Section 5.02 The Parking Authority's Obligation at Closing. At the closing, the Parking Authority shall deliver the following:

(a) A Condominium Deed with covenants against grantor's acts which will convey the Premises free from all liens and encumbrances, except as set forth herein, containing an exception and reservation of the Authority's Air Rights and utilizing the metes and bounds description prepared in accordance with Section 3.01 or, if no new survey is obtained by the College, utilizing the description in the Condominium Master Deed deed;

- (b) Affidavits of Title in usual form;
- (c) a declaration of easements agreements for the project Easements; and
- (d) an appropriate resolution authorizing the sale of the premises to the College.

Section 5.03 The College's Obligation at Closing. At the closing, the College shall deliver the following:

- (a) Final payment of the Installment Purchase Price as required by Section 2.02; and
- (b) Declaration of easements agreement for the Project Easements, if required;
- (c) Lease to the Authority from the MCC for the Retail Leased Premises; and
- (d) Such other documents that shall reasonably be required to consummate the transactions herein contemplated.

Section 5.04 Possession. Possession of the Premises and any improvements on same free of the interests, claims and rights of any tenants, subject to the rights of the Parking Authority in the Authority' Lease Premises, will be delivered to the College at the closing.

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

Section 5.05 Adjustments. At the time of closing, pro rate adjustments shall be made as o the date of closing with respect to real property taxes, if any, water and sewer rents, if any, and utilities.

Section 5.06 Assessments for Improvements. If at the time of delivery of the Deed, the premises shall be or shall have been affected by a confirmed assessment or assessments, then for purposes of this Agreement, said assessment or assessments and all unconfirmed assessments, if any, shall be the responsibility of and shall be paid by the College.

Section 5.07. Condition to Closing. The obligations to close title, pursuant to this Agreement are expressly subject to:

- (a) Title to the Premises being as required by Article IV of the Agreement.

ARTICLE VI - CONTINGENCIES

Section 6.01.College's Acquisition of the Premises. This Agreement and the Parking Authority's and the College's obligations to perform hereunder are expressly contingent upon the College entering into a lease with the Parking Authority for the Authority's Lease Premises located within the County College Building and as more particularly described and shown on Exhibit B annexed hereto and made a part hereof. In the event the College is unwilling or unable to enter into, execute and deliver the lease for the Authority's Leased Premises or if the College otherwise defaults under this Agreement, the Parking Authority shall have no obligation to convey the Premises to the College and this Agreement, at the option of the Paring Authority, shall be terminated upon three (3) days written notice to the College.

Section 6.02 Environmental Compliance. The Parking Authority and the College acknowledge and agree that Premises and the use thereof are exempt from compliance under the Industrial Site Recovery Act (ISRA"). The Parking Authority shall use its best efforts to ensure that all requirements of ISRA, if any, are satisfied prior to acquisition of the premises by the College. The Parking Authority agrees to obtain from the New Jersey Department of Environmental Protection a Letter of Nonapplicability, a No Further Action Letter, or other appropriate documentation evidencing compliance with ISRA.

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

The Parking Authority and the College acknowledge and agree that any environmental cleanup costs incurred in connection with the Premises shall be the responsibility of

Section 6.04 Project Easement Documentation. This Agreement and the Parking Authority's and the College's obligations to perform hereunder are expressly contingent upon the Parking Authority and the College entering into a declaration of easements agreement with each other to set forth the terms and conditions for the Project Easements, unless otherwise provided for in the Condominium Master Deed. In the event the Parking Authority or the College are unwilling or unable to enter into, execute and deliver the declaration of easements agreement for the Project Easements by the date set for the closing of title pursuant to Section 5.01 of this Agreement, at the option of either the Parking Authority or the College, this Agreement shall be terminated upon three (3) days written notice to the other party.

ARTICLE VII - REPRESENTATIONS

Section 7.01. Condition of Premises. This Agreement is entered into upon the parties' knowledge as to the value of the premises, if any, and not upon any representations or warranties as to the character or quality of such land or buildings except noted herein. The parties represent to each other as follows:

(a) Notwithstanding anything else to the contrary in this Agreement, the College acknowledges, agrees and confirms that the College is not relying on any representation or inducement which was or may have been made or implied by the Parking Authority or any other party acting on behalf of the Parking Authority with respect to the Premises or any circumstances or conditions affecting the premises. The College is purchasing the Premises in an "AS IS" "WHERE IS" condition and with "ALL FAULTS" as of the date of the Agreement and the date set for closing pursuant to this Agreement. The College expressly acknowledges and agrees that no representations or warranties have been made or are made and no responsibility has been or is assumed by the Parking Authority or by any employee, officer, person, firm, agent or representative acting or purporting to act on behalf of the Parking Authority as to the condition or repair of Premises or the value, expense of operation, developability or income potential thereof or as to any other fact or condition which has or might affect the premises or the condition, repair, value, expense of operation, developability or income potential of the premises or any portion

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

thereof. The College waives any and all actions, causes of action, suits, damages, and demands whether at law or equity, that the College may have or could have against the Parking Authority with respect to the condition of the Premises. All current or future notices of violations of federal, state or municipal laws, statutes, regulations, ordinances, orders or requirements, whether or not noted or issued by any governmental authorities having jurisdiction of any type or character whatsoever, against or affecting the premises or any part thereof shall be the sole responsibility of the College, who expressly undertakes the duty and obligation to investigate the existence of any such violations of federal, state or municipal laws, statutes, regulations, ordinances, orders or requirements affecting the premises. This paragraph shall survive the closing of title hereunder.

(b) Neither the Parking Authority nor the Parking Authority's agents has made any express statement, representation or warranty accepting past, present, or future liability arising out of or related to the environmental condition of the premises, and the Parking Authority shall have no liability to the College by reason of the presence of any hazardous substances or wastes within the meaning of the New Jersey Spill Compensation and Control Act (N.J.S.A. 58:10-23.11 et seq.) or any other toxic or other hazardous material as may be defined under applicable environmental statute, regulation, rule or ordinance (collectively, "hazardous substances") on the Premises, or the migration of any hazardous substances from the premises in, on or under any adjacent property. This paragraph shall survive the closing of title hereunder.

ARTICLE VIII - DEFAULT AND REMEDIES

Section 8.01. In the event the College defaults in its obligations under this Agreement by refusal to pay any portion of the Purchase Price or to close title to the premises, the Parking Authority's remedies shall be limited to termination of this Agreement and recovery of all costs and expenses, including but not limited to reasonable attorneys fees, engineering fees and design fees, incurred in connection with or pursuant to this Agreement.

Section 8.02. In the event that the Parking Authority defaults in its obligations under this Agreement, the Parking Authority's liability shall be, and the College's remedies shall be limited to (a) an action for specific performance, or (b) termination of this Agreement.

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

ARTICLE IX - GENERAL PROVISIONS

Section 9.01. Risk of Loss. The risk of loss for damage or destruction to the Premises by fire or other casualty is assumed by the Parking Authority until the closing of title hereunder, however, in the event of loss or damage, the Parking Authority shall not be obligated to repair, replace or restore the improvements on the Premises as a result of such loss or damage.

Section 9.02. Time for Performance. The Parking Authority and the College acknowledge and agree that if the time period by which any right, option or election proved under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the closing of title must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall automatically be extended through the close of business of the next business day.

Section 9.03. Survival. Except as otherwise specifically state in this Agreement, none of the provision of this Agreement shall survive the closing of title hereunder.

Section 9.04. Waiver of Right to Jury Trial. THE PARKING AUTHORITY AND THE COLLEGE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVES THE RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND ANY OTHER AGREEMENT, DOCUMENT OR INSTRUMENT ENTERED INTO IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

Section 9.05. No Waiver. One or more waivers by either party of the obligation of the other to perform any covenant or condition shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition.

Section 9.06. Number and Gender. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

Section 9.07. Successors and Assigns. The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the respective parties and their successors and assigns.

Section 9.08. Article and Marginal Heading. The article, section and/or marginal headings herein are intended for convenience in finding the subject matters, and are not to be used in determining the intent of the parties to this Agreement.

Section 9.09. Entire Agreement. This Agreement contains the entire and only agreement between the parties, and no oral statements, representations or prior writing not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way or terminated except by a writing executed by both parties.

Section 9.10. Assignment. This Agreement may not be assigned to any person or entity without the prior written consent of the Parking Authority.

Section 9.11. Brokerage. Each party represents and warrants to the other that they have not engaged the services of a real estate broker with respect to this transaction. Each party hereby agrees to indemnify and hold the other party harmless from and against any loss, liability or expense (including, without limitation, reasonable attorney's fees) by reason of any claim for a real estate sales commission made by any real estate broker or other person who is finally adjudicated to have dealt with the indemnifying party concerning this transaction. Nothing contained herein shall be construed to create any right in any person or entity as a third party beneficiary to this Agreement.

Section 9.12. Notices. any notices required, permitted or appropriate hereunder shall be served upon the respective parties by certified mail, return receipt requested, as follows:

(a) To the Parking Authority:

The Parking Authority of the City of New Brunswick

One Penn Plaza, Ferren Mall

New Brunswick, New Jersey 08901

Attention: Mr. James M. Zullo, Executive Director

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

With a copy under separate cover to, the Authority's Legal Counsel:

Leonard T Bier, Esq.
144 Livingston Avenue
New Brunswick, NJ 08901

- (b) To the College:
Middlesex County College
155 Mill Road
Edison, New Jersey 08818
Attention: John Bakum, President

With a copy under separate cover to, the College's Legal Counsel:

Lynch/Martin, Esq.
Attn: Joseph LaCotsa, Esq.
1368 How Lane
North Brunswick, NJ 08902

Section 9.13. Governing Law. The interpretation and validity of this Agreement shall be governed by the laws of the State of New Jersey, without giving effect to the principles of conflicts of law.

Section 9.14. Partial Invalidity. If any term or provision of this Agreement or the application thereof to any party or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 9.15. No Recordation. The parties agree that this Agreement will not be recorded or filed in the Middlesex County Clerk's Office or in any other office.

Section 9.16. Submission. This Agreement will not be effective or binding upon the parties as a contract or otherwise, until execution and delivery by both the Parking Authority and the College.

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

Section 9.17. Duplicate Counterparts. This Agreement may be signed in one or more duplicate original counterparts, each of which shall be an original but all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written

ATTEST:

THE PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK

By: _____

Edwin Keefe
Secretary

By: _____

James Zullo
Executive Director

ATTEST: MIDDLESEX COUNTY COLLEGE

By: _____

Name:

Title:

By: _____

John Bakum

President

AGREEMENT FOR SALE OF CONDOMINIUM UNIT

EXHIBITS

EXHIBIT A

**Legal Description for the Premises
[Master Deed to Be Prepared by the Wilentz Firm]**

EXHIBIT B

Authority's Lease for MCC's Retail Premises

EXHIBIT C

**Agreement for Project Development
Construction of Condominium Classroom Building Shell Space**

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") made as of this _____ day of _____, 1998, by and between:

MIDDLESEX COUNTY COLLEGE, a corporation of the State of New Jersey, having an address of 155 Mill Road, Edison, New Jersey 08818 (hereinafter referred to as the "Landlord") and

THE PARKING AUTHORITY OF THE CITY OF NEW BRUNSWICK, a body corporate and politic of the State of New Jersey, having its offices at 1 Penn Plaza, Ferren Mall, New Brunswick, New Jersey 08901 (hereinafter referred to as the "Tenant").

WITNESSETH:

Landlord and Tenant, intending to be legally bound, hereby covenant and agree as follows:

ARTICLE 1. DEMISED PREMISES.

1.01. Landlord, for and in consideration of the terms, covenants and conditions herein contained, does hereby demise, lease and let to Tenant, and Tenant does hereby hire and take from Landlord for the term thereof subject to the terms, covenants and conditions herein contained, the certain premises at Middlesex County College Career Center, New Street & Joyce Kilmer Avenue, New Brunswick, New Jersey consisting of approximately 850-900 square feet +/- on the First Level of the Middlesex County College Career Center, more specifically described on the attached floor plan referred to as Exhibit A (said premises hereinafter called the "Demised Premises" or the "Premises").

1.02. Landlord and Tenant hereby conclusively agree that the Premises have the total areas as set forth in Paragraph 1.01 and that that total area conclusively represents the total number of square feet of the premises for all purposes of this lease.

1.03. Landlord hereby warrants that it and no other person or corporation has the right to lease the premises hereby demised. Tenant shall have peaceful and quiet use and possession of the Premises without hindrance on the part of Landlord.

1.04. Tenant agrees that at any time and from time to time at reasonable intervals, within ten (10) days after written request by Landlord, Tenant will execute, acknowledge and deliver to Landlord and/or to such assignee or secured party as may be designated by Landlord, a certificate stating: (a) that the lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified, and identifying the modification agreements, or if the Lease is not in full force and effect the certificate shall so state); (b) the date to which rental has been paid under the Lease; (c) whether or not there is any existing default by tenant in the payment of any rent or other sum of money under the lease, and whether or not there is any other existing default by either party under the Lease with respect to which a notice of default, specifying the nature and extent thereof; has been issued or received by either party (d) whether or not there are any setoffs, defenses or counterclaims against enforcement of the obligations to be performed by Tenant under the Lease; and (e) such other matters relating to this Lease as may be reasonably requested by Landlord or any of its aforesaid designees.

1.05. Tenant agrees that it shall not improve or alter the Premises in any way without prior written approval of Landlord, which approval shall not be unreasonably withheld. Any improvements made by Tenant which have been approved by Landlord shall be at the sole cost and expense of Tenant. Tenant agrees that any improvements or alterations approved by Landlord shall be constructed in a good and workmanlike manner. During the Term of the Lease Tenant will maintain such improvements and alterations in good condition.

1.06. Tenant shall use the Premises for ("Permitted Use") only.

ARTICLE 2. TERM OF LEASE.

2.01. This Lease shall be for a term of fifteen (15) years and three (3) months (hereinafter called the "Term"), commencing on or about _____, (hereinafter called "Commencement Date") and expiring at the close of business fifteen (15) years and three (3) months after said Commencement Date, on _____, (hereinafter "Termination Date"), subject to option rights contained in Paragraph 39, hereof.

2.02. This Lease shall terminate on the Termination Date set forth in Article 2.01, or any extension or renewal thereof, without the necessity of any notice from either Landlord or Tenant to terminate the same, and Tenant hereby waives notice to vacate the Premises and agrees that Landlord shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of Premises from a Tenant holding over to the same extent as if statutory notice had been given. If Tenant has not given Landlord written notice of exercise of the rental option for the period of three (3) months prior to the expiration of the Term, or any renewal or extension thereof, Landlord shall have the right to display on the exterior of the Premises a "For Rent" sign; and during such period Landlord may show the Premises to prospective tenants during normal business hours.

2.03. If Tenant shall be in possession of the Premises after the Termination Date set forth in Article 2.01, in the absence of any agreement extending the Term hereof, the tenancy under this Lease shall become one from month to month, which either party may terminate on thirty (30) days prior written notice.

ARTICLE 3. RENT

3.01. Tenant covenants and agrees to pay the Landlord as rentals for occupancy of the premises the following Annual Basic Rent, for each year of the fifteen (15) year term of the lease is One (\$1.00) Dollar per year. The total lease payment of \$15.00 shall be paid in advance by the Tenant upon execution of this Lease Agreement.

3.02. The first "Rental Year" shall commence on the first day of the Term and shall end at the close of the twelfth full calendar month following the commencement of the Term; thereafter a Rental Year shall consist of successive periods of twelve calendar months. Any portion of the Term remaining at the end of the last full Rental Year shall constitute the final Rental Year and rentals and all other charges shall be apportioned therefrom.

3.03. Fit Up Time. The Landlord has agreed to grant the Tenant access to the retail space beginning upon completion of the building shell space. The purpose of the early access is to allow the Tenant a reasonable time period within which to "fit up" the premises for their intended use.

3.04. A. Any monies paid or expenses incurred by Landlord to correct violations of any of the Tenant's obligations hereunder shall be payable to Landlord as additional rental. Any additional rental provided for in this Lease becomes due within 30 days of the receipt of notice of such additional rental from Landlord. Rentals and statements required of Tenant shall be paid or delivered to Landlord at such other place as Landlord may from time to time designate to Tenant.

B. Receipt and acceptance by Landlord of any rentals, additional rentals and charges with knowledge of the breach of any covenant or condition of this Lease by Tenant shall not be deemed a waiver of such breach.

3.05. A. Landlord hereby waives a security deposit.

Within thirty (30) days of the termination of this Lease, the Landlord shall render to Tenant a bill for any damages incurred by Landlord in correcting or satisfying any default hereunder or incurred by Landlord in returning the premises in substantially the same condition as when delivered to Tenant, excluding alterations made by Tenant with Landlord's consent which may remain and except reasonable wear and tear.

No right or remedy available to Landlord as provided in this Article shall preclude or extinguish any other right or remedy to which Landlord may be entitled under this Lease or as a matter of law.

ARTICLE 4. TAX.

4.01. Landlord and Tenant, as political subdivisions of the State, are currently exempt from real estate taxation. If at a further date Landlord becomes obligated to pay taxes or elects to make payment in lieu of taxes for which Tenant is not exempt, Tenant shall be obligated to pay as additional rent a pro rate share of such taxes or payments in lieu of taxes. Tenant's proportionate share for any Tax Year shall be determined by providing the total number of square feet of the floor area of the Middlesex County College Career Center Building into the total taxes or in lieu payments on the Career Center and multiplying the resulting quotient by the number of square feet of the premises set forth in Article 1.01 hereof. Such payments shall be paid by the Tenant in equal monthly installments as are estimated and billed by Landlord. The exact amount of such taxes or in lieu payments shall be adjusted annually within sixty (60) days after Landlord receives the tax or in lieu bill or statement..

ARTICLE 5. ACCEPTANCE OF PREMISES.

5.01. By opening for business, Tenant shall be deemed to have accepted the Premises, to have acknowledged that the same are in the condition called hereunder and to have agreed that the obligations of the Landlord imposed hereunder have been fully performed.

ARTICLE 6. TENANT'S IMPROVEMENTS, FIXTURES AND
MECHANIC'S LIENS.

6.01. Tenant shall, at its sole cost and expense, complete all work required of it. For the purpose of performing its obligations hereunder and for the purpose of installing its fixtures and other equipment, Tenant will be permitted to enter the Premises after Landlord delivers the Premises to Tenant on the condition that (i) Tenant's activities are conducted in such a manner as not unreasonably to interfere with Landlord's activities, (ii) Tenant shall, at its own expense, remove from the Tenant's leasehold premises all trash which may accumulate in connection with Tenant's activities, and deliver said trash to the dumpster provided by Landlord for garbage disposal and (iii) Tenant shall not use labor, which would either cause interference with Landlord's construction or cause pickets at or strikes by Landlord's employees or construction contractors. It is understood and agreed that Tenant shall perform all duties and obligations imposed by this Lease upon Tenant.

6.02. In the event any mechanics' lien shall at any time, before, during or after the Term, be filed against any part of the Career Center by reason of work, labor, services or materials performed or furnished to Tenant or to anyone holding the Premises through or under Tenant, Tenant shall forthwith cause the same to be discharged of record or bonded to the satisfaction of Landlord. If Tenant shall fail to cause such lien to be so discharged or bonded after being notified of the filing thereof, then, in addition to any other right or remedy of Landlord, Landlord may discharge the same by paying the amount claimed to be due, and the amount so paid by Landlord and all costs and expenses, including reasonable attorney's fees incurred by Landlord in procuring the discharge of such lien, shall be due and payable by Tenant to Landlord as additional rent on the first day of the next following month, or if the Term has terminated, upon demand.

6.03. All trade fixtures and apparatus (as distinguished from leasehold improvements) owned by the Tenant and installed in the premises shall remain the property of Tenant and shall be removable at any time, including the expiration of the Term, provided Tenant shall not at such time be in default of any terms of covenants of this Lease. If Tenant is in default, Landlord shall have the benefit of any applicable lien on Tenant's property located in or on the Premises as may be permitted under the laws of the State of New Jersey subject to any lawful prior liens and in the event such lien is asserted by Landlord in any manner or by operation of law Tenant shall not remove or permit the removal of said property until the lien has been removed and all defaults have been cured.

ARTICLE 7. PROMPT OCCUPANCY AND USE.

7.01. Tenant will occupy the Premises upon commencement of the Term and thereafter will continuously conduct in the Premises its business in accordance with the Permitted Use.

7.02. Tenant will cause said business to be conducted and operated in good faith.

7.03. Tenant covenants and agrees to remain open for business at least during the hours from _____ a.m. to _____ p.m. Monday to Friday, excluding holidays. Tenant may remain open for business on the weekends and for additional hours.

ARTICLE 8. OPERATION BY TENANT.

8.01. In regard to use and occupancy of the Premises and common facilities, Tenant will at its expense:

- (a) Keeping the inside of all glass in the doors and windows of the Premises clean;
- (b) Keep all interior surfaces of the Premises clean;
- (c) Reimburse the Landlord for any replacement of cracked or broken glass of the Premises with glass of like kind and quality;
- (d) maintain the Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests;

(e) keep any garbage, trash, rubbish or refuse in rat-proof containers within the interior of the Premises until removed;

(f) have such garbage, trash, rubbish and refuse removed on a daily basis to a location specified by Landlord;

(g) keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the Premises;

(h) comply with all laws and ordinances, rules and regulations of governmental authorities and all recommendations of the Fire Underwriters Rating Bureau now or hereafter in effect;

(i) light the Premises and exterior signs, if any, and turn the same off to the extent required by Landlord; and

(j) conduct its business in all respects in a dignified manner in accordance with high standards of operation consistent with the quality of operation of the Career Center as determined by Landlord.

8.02. In regard to use and occupancy of the Premises and common facilities, Tenant will not:

(a) place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises as to obstruct any driveway, footwalk, parking area, mall or any other common facility;

(b) use or permit the use of any objectionable advertising medium such as, without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcasts within the Shopping Mall which is in any manner audible or visible outside of the Premises;

(c) permit accumulations of garbage, or other refuse within or without the Premises;

(d) cause or permit objectionable odors to emanate or be dispelled from the Premises;

(e) solicit business in the parking or other common facilities;

(f) distribute handbills or other advertising matter to, in or upon any automobiles parked in the parking areas or in any other common facility;

(g) permit the parking of delivery vehicles so as to interfere with the use of any driveway, footwalk parking area, Mall or other common facility in the Career Center;

(h) receive or ship articles of any kind except through service facilities provided by the Landlord between 8:00 a.m. and 5:00 p.m.;

(i) use any other common area facility adjacent to the Premises for the sale or display of any merchandise or for any other business, occupation or undertaking;

(j) conduct or permit to be conducted any auction, fire, going out of business, bankruptcy, or other similar type sale in or connected with the Premises;

(k) use or permit the use of any portion of the Premises for any unlawful purpose; and

(l) place a load upon any floor which exceeds the floor load for which the floor was designed to carry or allowed by law.

8.03. Tenant acknowledges that it is Landlord's intent that the premises be operated in a manner which is consistent with the highest standards of decency and morals prevailing in the community which it serves. Toward that end, Tenant agrees that it will not sell, distribute, display or offer for sale (i) any roach clip, water pipe, bong, toke, coke spoon, cigarette papers, or other paraphernalia commonly used in the use or ingestion of illicit drugs, or (ii) any pornographic material found to be illegal by a court of law in the State of New Jersey, the Third Circuit Court of Appeals or the United State Supreme Court.

ARTICLE 9. STRUCTURAL REPAIRS.

9.01. Landlord will make all structural repairs to the Premises and will keep the roof and the exterior of the Premises, except any doors, door frames, storefronts, windows and glass, in good repair; provided Tenant shall give Landlord written notice of the necessity for such repairs, and provided that the damage thereto shall not have been caused by negligence of Tenant, its concessionaires, officers, employees, licensees, contractors or agents (other than Landlord, its employees and agents), in which event Tenant shall be responsible . Landlord shall be under no liability for repair, maintenance, alteration with respect to the Premises or any plumbing, electrical, or other mechanical installations therein, except as may be expressly set out in this Lease.

ARTICLE 10. INTERIOR REPAIRS.

10.01. Tenant will keep all non-structural elements of the Premises and the interior of the Premises, together with all electrical, plumbing and other mechanical installations therein, including sprinkler, in good order and repair and will make all replacements thereto at its expense; and will surrender the Premises at the expiration of the Term or at such other time as it may vacate the Premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear. Tenant will not overload the electrical wiring serving the Premises or within the Premises, and will install at its expense, subject to the provisions of Article 12 herein, any additional electrical wiring which may be required in connection with Tenant's apparatus. System failure as a result of inadequate installation by the Owner is the responsibility of the Owner.

10.02. Notwithstanding the provisions of Article 9 and Article 10.01, Landlord, and not Tenant, shall be liable for any and all interior repairs which may result from any structural failure of the building to the extent not covered by Tenant's insurance as provided in Article 19 unless caused by Tenant, its concessionaires officers, employees, licensees or contractors (other than Landlord, its employees and agents), in which event Tenant shall be responsible .

10.03. Any damage sustained by any party caused by mechanical, electrical, plumbing or any other equipment or installations, whose maintenance and repair is the responsibility of the Tenant shall be paid by Tenant, and Tenant shall indemnify and hold Landlord harmless from and against any and all claims, actions, damages and liability in connection therewith, including, but not limited to attorneys' and other professional fees, and any other cost which Landlord might reasonably incur.

ARTICLE 11. DAMAGE TO PREMISES.

11.01. Tenant will repair at its expense any damage to the Premises, or the building in which the Premises are contained, caused by bringing into the Premises any property for Tenant's use, or by the installation or removal of such property regardless of fault or by whom such damage shall be caused, unless caused by Landlord, its agents, employees or contractors; and in default of

such repairs by Tenant, at the expiration of ten (10) days after delivery of written notice to Tenant, Landlord may make the same and Tenant agrees to pay to Landlord promptly upon Landlord's demand, as additional rent, the cost thereof with interest at the rate of interest as established from time to time, by the Supreme Court of New Jersey for docketed judgments.

ARTICLE 12. ALTERATIONS BY TENANT.

12.01. Tenant will not alter the exterior of the Premises (including but not limited to the storefront and/or signs) and will not make any structural alterations to the Premises or any part thereof without Landlord's prior written approval of such alterations. Tenant agrees that any additions, alterations and improvements made by it to the Premises (lease hold improvements) shall immediately become the property of Landlord and shall remain upon the Premises in the absence of agreement to the contrary. Tenant further will not cut or drill into or secure any fixture, apparatus, or equipment of any kind to any part of the Premises without Landlord's prior written consent.

12.02. All alterations, renovations, improvements, an other installation to be made in or on the Premises including, but not limited to, electrical, plumbing, and mechanical installation and storefront construction shall not be performed until plans and specifications therefore have been submitted to Landlord and Landlord has approved same in writing, which approval shall not be unreasonably withheld. The plans and specifications required here-under and the improvements to be made pursuant hereto shall be certified and performed by a person duly qualified to do the work described in said plans and specifications in the jurisdiction wherein the Premises are situated and shall comply with all applicable codes, rules, regulations and ordinances.

12.03. Tenant shall secure at their own expense all applicable building permits, and shall display same on the worksite. Tenant shall provide Landlord upon completion of construction and improvements a set of "As Built" plans of the leasehold premises, prepared by Tenant's architect.

ARTICLE 13. SIGNS AND ADVERTISING.

13.01. Tenant will not place or suffer to be placed or maintained on the exterior of the

Premises any sign, advertising matter or any other thing of any kind without Landlord's approval. Tenant may display a sign stating the trade name of the establishment, as per the City of New Brunswick specifications and as, submitted to the City of New Brunswick Planning Board. Tenant will maintain any window and store decoration, lettering or advertising matter or other thing as may be approved by the Landlord in good condition and repair at all times.

ARTICLE 14. PAINTING AND DISPLAYS BY TENANT

14.01. Tenant will not paint or decorate any part of the exterior of the Premises, without Landlord's prior written approval.

ARTICLE 15. ROOF AND WALLS.

15.01. Landlord shall have the exclusive right to use all or any part of the exterior of the Premises for any purpose; to erect in connection with construction or repair thereto temporary scaffolds and other aids to construction to the exterior of the Premises, provided that access to the Premises shall not be denied; and to install, maintain, use, repair and place within the Premises pipes, ducts, conduits, wires and other mechanical equipment servicing other parts of the Career Center, the same to be in locations within the Premises as will not impair Tenant's use thereof.

Landlord may make any use it desires of the side or rear walls of the Premises, provided that such use shall not encroach on the interior of the Premises.

ARTICLE 16. COMMON FACILITIES.

16.01. The common facilities which may be furnished by Landlord in or near the Career Center for the general common use of Landlord's students, professors, staff, officers, agents, employees and customers, including, loading docks and areas, delivery passages, package pickup stations, pedestrian sidewalks, ramps, landscaped and planted areas, retaining walls, stairways, bus stops, lighting facilities, heating, ventilation and air-conditioning equipment and system and energy attributable thereto, comfort stations and other areas and improvements, shall at all times be subject to the exclusive control and management of Landlord.

16.02. Landlord will operate and maintain the common activities which may be provided pursuant to this Article.

16.03. Landlord reserves the right in its sole discretion to change, rearrange, alter, modify, diminish or add to any or all of the common facilities so long as adequate facilities in common are made available to the Tenant herein.

ARTICLE 17. PAYMENT OF UTILITY CHARGES, ETC.

17.01. Tenant shall install water, electric and gas meters in connection with the Demises Premises. Tenant shall pay and discharge all such gas, electric and water meter charges (including any expenses incident to the cost of meters, if any, and the installation, repair and replacement any meter).

17.02. Tenant shall pay and discharge all charges for gas, electricity and water and all other public and private utility service or services furnished to the Premises during the Term.

17.03. Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in service of water, electricity, heating, air-conditioning or other utilities and services caused by the making of any necessary repairs or improvements or by any cause beyond Landlord's reasonable control, and the same shall not constitute a termination of this Lease or eviction (constructive or otherwise).

[If Tenant installs separate HVAC Sections 19.04 &.05 are to be deleted]

17.04. Attached hereto and incorporated herein is an Exhibit "C" entitled "Heating, Ventilation and Air-Conditioning" which specifies the obligations of Landlord and Tenant with regard to the heating, ventilation and air-conditioning equipment and system serving the Ferren Deck Shopping Mall and the energy required to operate the heating, ventilation and air conditioning equipment serving the Premises.

Tenant covenants and agrees to pay to Landlord, as additional rent and in the same manner as Annual Basic Rental is payable hereunder, all charges as the same may be adjusted from time to time, and as more particularly set forth in said Exhibit "C".

17.05. Landlord, at its sole discretion, reserves and shall at all times, have the right to alter the utilities, including but not limited to heating, ventilating and air conditioning systems and equipment serving the Ferren Deck Shopping Mall and Tenant agrees to execute and deliver to Landlord without delay such documentation as may be required to effect such alteration, provided however that Landlord shall not alter the utilities so as to fail to reasonably service the Premises.

ARTICLE 18. INSURANCE.

18.01. Tenant will keep in force at its expense as long as this Lease remains in effect and during such other time as Tenant occupies the Premises or any part thereof, public liability insurance with respect to the Premises in companies and in form acceptable to Landlord with minimum limits of One Million (\$1,000,000.00) Dollars on account of bodily injuries to or death of one person, and Two Million (\$2,000,000.00) Dollars on account of bodily injuries to or death of more than one person as the result of any one accident or disaster; property damage insurance with minimum limits of One Hundred Thousand (\$100,000.00) Dollars and all-risks insurance at replacement cost value on Tenant's personal property, including inventory, trade fixtures, wall and floor covering, furniture and other property removable by Tenant and leasehold improvements either existing within the Premises at the commencement of this Lease or installed by Tenant during the Term of this Lease; provided, however, that Tenant's insuring of said leasehold improvements used by it shall in no way confer on Tenant any property rights to same; and insurance for glass in the Demised Premises. Tenant will further deposit original or copies of the policy of policies of such insurance or certificates or endorsements thereof with Landlord, which policies shall name Landlord or its designee as additional named insured, and shall also contain a provision stating that such policy or policies shall not be cancelled except after fifteen (15) days prior written notice to Landlord. If the nature of Tenant's operation is such as to place any or all of its employees under the coverage of local worker's compensation or similar statutes, Tenant shall also keep in force, at its expense, so long as this Lease remains in effect and during such other times as Tenant occupies the Premises or any part thereof, worker's compensation or similar insurance affording statutory coverage and containing statutory limits. If Tenant shall not comply with its covenants made in

this Article 18.01, Landlord may cause insurance as aforesaid to be issued, and in such event Tenant agrees to pay, as additional rent, the premium for such insurance upon Landlord's demand.

ARTICLE 19. INDEMNITY.

19.01. To the extent permitted by law, Tenant will indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense, including attorney's fees and other professional fees in connection with the loss of life, personal injury and/or damage to property arising from or out of the occupancy or use by Tenant of the Premises or any part thereof or any other part of Landlord's property, occasioned wholly or in part by and any act or omission of Tenant, its officers, agents, contractors or employees.

Tenant will not indemnify Landlord nor save it harmless from any and all claims, actions, damages, liability and expense, including attorneys' fees and other professional fees, when such damages are caused by the willful negligence of Landlord, its agents or assigns.

ARTICLE 20. INCREASE IN INSURANCE PREMIUMS:
WAIVER OF SUBROGATION.

20.01. Tenant will not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards (including, without limitation, public liability) or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If anything done, omitted to be done or suffered by Tenant to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Landlord within the Ferren Deck Shopping Mall to be increased beyond the minimum rate from time to time applicable to the Premises for the Permitted Use or to any other property for the use or uses made thereof, Tenant will pay, as additional rent, the amount of any such increase upon Landlord's demand.

20.02. Landlord shall cause each insurance policy carried by it insuring the Premises against loss by fire or any of the casualties covered by its all-risks insurance to be written in such a manner so as to provide that the insurer waive all right of recovery by way of subrogation against Tenant in connection with any loss or damage covered by the policy. Tenant will cause each

insurance policy carried by it insuring the Premises as well as the contents thereof, including trade fixtures and merchandise, against loss by fire or any of the casualties covered by its all-risk insurance to be written in such a manner so as to provide that the insurer waives all right of recovery by way of subrogation against Landlord in connection with any loss (including, but not limited to, worker's compensation insurance) or damage covered by the policy. Neither party hereto shall be liable to the other for any loss or damage caused by fire or any of the casualties covered by the insurance policies maintained by the other party. It is agreed that should either party fail to procure such waiver, if available, it will pay to the other in liquidated damages all monies to which any subrogee hereunder becomes entitled and the cost of reasonable legal defense of any claim for subrogating.

ARTICLE 21. FIRE OR OTHER CASUALTY.

21.01. If the Premises shall be damaged by fire, the elements, accident or other casualty ("Casualty"), but the Premises are not thereby rendered untenable in whole or in part, Landlord shall at its expense cause such damage to be repaired, within six (6) months of the date of occurrence and the Annual Basic Rental and other charges shall be abated proportionately as to the portion of the Premises rendered untenable from the date of such Casualty until the Premises are rendered tenantable. If, as the result of Casualty, the Premises are rendered wholly untenable, Landlord shall at its expense cause such damage to be repaired and the Annual Basic Rental, and other charges shall be abated from the date of such Casualty until the Premises, or any portion thereof, have been restored and rendered tenantable. If only a portion of the Premises are rendered tenantable, an appropriate portion of the rent shall be abated.

In no event shall Landlord be liable for interruption to Tenant's business or for damage to or replacement or repair of Tenant's personal property, including inventory, trade fixtures, floor coverings, furniture and other property removable by Tenant under the provisions of this Lease.

21.02. If the Premises are (a) rendered wholly untenable, or (b) damaged as a result of any cause which is not covered by Landlord's insurance, or (c) damaged in whole or in part during the last two years of the Term (or of a renewal term, if any) or if building or buildings of which the Premises are a part are damaged to the extent of fifty (50%) percent or more of the

rentable floor area thereof, then in any such event, Landlord may terminate this Lease by giving to Tenant notice within sixty (60) days after the occurrence of such event, and Annual Basic Rental and other charges shall be adjusted as of the date of such cancellation. In the event Landlord elects not to terminate, Landlord shall proceed with due diligence, in a timely manner, to repair the Premises. Notwithstanding the foregoing, if damage occurs only to Tenant's fixtures and improvements, Landlord shall not have right to terminate this lease pursuant to the within provision. In the event Landlord is unable to return the premises to the Tenant, for Tenant's use within six (6) months of the occurrence than Tenant may elect to terminate this Lease.

21.03. If the building or buildings of which the Premises are a part are so substantially damaged that it is reasonably necessary, in Landlord's judgment, to demolish such building or buildings for the purpose of reconstruction, Landlord may demolish the same in which event the rent and other charges shall be abated as if the Premises were rendered untenable by a Casualty.

ARTICLE 22. CONDEMNATION.

22.01. If the whole or any part of the Premises shall be taken under the power of eminent domain, this Lease shall terminate as to the part so taken on the date Tenant is required to yield possession thereof to the condemning authority. Landlord shall make such repairs and alterations as may be necessary in order to restore the part not taken to useful condition and the Annual Basic Rental shall be reduced proportionately as to the portion of the Premises so taken. If the portion of the Premises so taken substantially impairs the usefulness of the Premises for the Purpose set forth in Article 1.07, either party may terminate this Lease as of the date when Tenant is required to yield possession. Tenant shall not be entitled to any portion of the award for the fee or leasehold of any element hereof, and the entire award shall belong to Landlord; provided, however, Tenant may apply for reimbursement from the condemning authority or moving expenses, if permitted.

ARTICLE 23. INSPECTIONS BY LANDLORD.

23.01. Tenant will permit Landlord, its agents, employees and contractors to enter all parts of the Premises during Tenant's business hours to inspect the same and to enforce or carry

out any provisions of this Lease, provided same does not unreasonably interfere with Tenant's business.

ARTICLE 24. ASSIGNMENTS OR SUBLETTING.

24.01. Tenant shall be permitted to assign or encumber its interest in this Lease or in the Premises, in whole or in part, without the prior written consent of Landlord.

ARTICLE 25. BANKRUPTCY.

25.01. If any sale of Tenant's interest in the Premises created by this lease shall be made under execution or similar legal process; or if Tenant shall be adjudicated a bankrupt or insolvent and such adjudication is not vacated within ten (10) days; or if a receiver or trustee shall be appointed or its business or property and such appointment shall not be vacated within ten (10) days; or if a petition for a corporate reorganization of Tenant or any arrangement with its creditors shall be approved by a court under the Federal Bankruptcy Act or any state bankruptcy law; or if Tenant shall make an assignment for the benefit of creditors; or if Tenant's interest under this Lease shall pass to another by operation of law, Tenant shall be deemed to have breached a material covenant and Landlord may reenter the Premises and declare this Lease and the tenancy hereby created terminated. Notwithstanding such termination, Tenant shall remain liable for all rent and damages which may be due at the time of such termination and shall be liable for the damages set forth in this Lease.

ARTICLE 26. PERFORMANCE BY TENANT.

26.01. Tenant covenants and agrees to perform all obligations herein expressed on its part to be performed, and to promptly, upon receipt of written notice specifying action reasonably desired by Landlord in connection with any such obligation (excluding the covenant to pay rent), comply with such notice. If Tenant shall not commence and proceed diligently to comply with such notice to the satisfaction of the Landlord within ten (10) days after delivery thereof, Landlord may enter upon the Premises and do the things specified in said notice. Landlord shall have no

liability to Tenant for any loss or damages resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action.

Notwithstanding anything in this Lease to the contrary Landlord shall have the right to immediately enter the Premises to correct any situation which, in the sole reasonable discretion of Landlord, is deemed to be of an emergency nature. Landlord shall have no liability to Tenant for any loss or damages resulting in any way from such action by Landlord, and Tenant agrees to pay promptly upon demand any expense incurred by Landlord in taking such action.

ARTICLE 27. OTHER REMEDIES OF LANDLORD.

27.01. If any sums of money which may be considered as additional rent, shall be in arrears in whole or in part for thirty (30) or more days, after being sent written notice of such demand for additional rent by Landlord, Landlord may at its option reenter the Premises as Tenant's agent or for any occupant of the Premises under Tenant, or for its own account or otherwise and declare this lease and the tenancy created terminated; Landlord shall be entitled to the benefit of all provisions of applicable laws respecting the speedy recovery of lands and tenements held over by Tenant or proceedings in forcible entry and detainer.

27.02. Notwithstanding reentry and termination pursuant to Article 27.01, Tenant shall remain liable for any rent and damages, which may be due or sustained prior thereto, all reasonable costs, all legal and other fees and expenses incurred by Landlord in recovering said Premises or recovering any monies due under this Lease and in leasing the Premises to another tenant. Tenant shall also be liable for damages to be calculated in the following manner: Tenant shall pay an amount of money equal to the total rent which but for termination would have become payable during the remainder of the Term, less the amount of rent, if any, which Landlord may receive during such period from others to whom the Premises may be rented on such terms and conditions and at such rentals as Landlord, in its sole reasonable discretion, shall deem proper.

27.03. Anything in this Lease to the contrary notwithstanding, any rental payment which is not paid within thirty (30) days after the due date thereof shall bear interest at an annual

rate equal to the annual rate of interest as established from time to time by the Superior Court of New Jersey for docketed judgments.

ARTICLE 28. REMEDIES CUMULATIVE.

28.01. No reference to any specific right or remedy shall preclude Landlord or Tenant from exercising any other right or from having any other remedy or from maintaining any action to which it may otherwise be entitled at law or in equity.

Landlord's or Tenant's failure to insist upon a strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or action, but the same shall remain in full force and effect.

ARTICLE 29. SUCCESSORS AND ASSIGNS.

29.01. This Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord, its successors and assigns, and shall be binding upon Tenant, its successors and assigns and shall inure to the benefit of Tenant and only such assigns of Tenant to whom the assignment by Tenant has been consented to by Landlord, which consent shall not be unreasonably withheld.

ARTICLE 30. GOVERNING LAW.

30.01. This Lease shall be governed by the laws of the State of New Jersey.

ARTICLE 31. CAPTIONS.

31.01. Captions and headings are for convenience and reference only.

ARTICLE 32. BROKERS.

32.01. Each of the parties represents and warrants that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease. Each agrees to indemnify the other against, and hold it harmless from all liabilities, arising from, any other broker fees (including, without limitation, the cost of counsel fees in connection therewith).

ARTICLE 33. WRITTEN MODIFICATION.

33.01. This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No representations, understandings, or agreements have been made or relied upon in the making of this Lease other than those specifically set forth herein. This Lease may only be modified by a writing signed by all of the parties hereto or their duly authorized agents.

ARTICLE 34. SEVERABILITY.

34.01. If any term or provision, or any portion thereof, of this Lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as of which it is held invalid or unenforceable, shall not be affected thereby, and each other term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by Law.

ARTICLE 35. NOTICES.

35.01. Any notices required or authorized to be sent pursuant to the provisions hereof shall be sent to the parties as follows:

(A) **to Landlord, Middlesex County College:**

Attn: _____

155 Mill Road

Edison, New Jersey 08818

(B) **to Tenant, New Brunswick Parking Authority:**

Attn: Executive Director

Ferren Mall, 1 Penn Plaza

New Brunswick, NJ 08901.

Or such other addresses as shall be designated by the parties hereto upon written notice (such notice of change of address to have been delivered when deposited in the United States Mails, certified or registered mail, return receipt requested, postage prepaid).

ARTICLE 36. NO DISCRIMINATION.

36.01. It is intended that the Career Center be developed so that all prospective tenants thereof, and all customers, employees, licensees and invitees of all tenants shall have the opportunity to obtain all the goods, services, accommodations, advantages, facilities and privileges of the Career Center without discrimination because of race, creed; color, sex, marital status, national origin or ancestry. To that end, Tenant will not discriminate in the conduct and operation of its business in the Premises against any person or group of persons because of race, creed, color, sexual preference, marital status, national origin or ancestry of such person or group of persons.

ARTICLE 37. OPTION TO RENEW.

37.01. Tenant is hereby granted one (1) option to extend the term of the lease. The option shall be for a period of Five (5) years with the option commencing on the expiration of the prior term. The option is only effective if Tenant is not in default under the lease and gives to Landlord at least three months written notice prior to the expiration of the relevant term of Tenant's exercise of such option. The monthly rent for the five (5) year option period shall be negotiated between the Landlord and Tenant at the time of lease renewal.

ARTICLE 38. JOINT AND SEVERAL LIABILITY.

38.01. If two or more individuals, corporations, partnerships or other business associations (or any combination of two or more thereof) shall sign this Lease as Tenant, the liability of each such individual, corporation, partnership or other business association to pay rent and perform all other obligations hereunder shall be deemed to be joint and several. In like manner, if the Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue or statute or general law, subject to personal liability, the liability of each such member shall be joint and several.

ARTICLE 39. NOT A JOINT VENTURE.

39.01. Any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed.

ARTICLE 40. CORPORATE TENANCY.

40.01. If Tenant is a corporation, the undersigned officers of Tenant hereby warrant and certify to Landlord that Tenant is a corporation in good standing and duly organized under the laws of the State of New Jersey, or if chartered in a state other than the State of New Jersey, is a corporation in good standing and duly organized under the laws of such state and is authorized to do business in the State of New Jersey. The undersigned representative of Tenant hereby further warrant and certify to Landlord that they are officers of the corporation and as such are authorized and empowered to bind the corporation to the terms of this Lease by their signatures hereto.

WITNESS:

_____, Secretary
Middlesex County College

LANDLORD:

_____, President
Middlesex County College

WITNESS:

Kevin Egan, Secretary
New Brunswick Parking Authority

LANDLORD:

William V. Atwell, Chairman
New Brunswick Parking Authority

STATE OF NEW JERSEY :

SS:

COUNTY OF MIDDLESEX :

BE IT REMEMBERED that on the _____ day of _____, 1994 before me, the subscriber, WILLIAM V. ATWELL personally appeared who, I am satisfied is the person who signed the within instrument as CHAIRMAN of the corporation, NEW BRUNSWICK PARKING AUTHORITY, named therein and he thereupon acknowledged that the said instrument made by the corporation and sealed with its corporate seal, was signed, sealed with the corporate seal and delivered by him as such officer and is the voluntary act and deed of the corporation.

NOTARY PUBLIC STATE OF NEW JERSEY
MY COMMISSION EXPIRES

Middlesex County College
Edison, New Jersey 08818

Date: May 26, 1999

To: Board of Trustees

From: John Bakum



Subject: President's Report – May, 1999

As is customary, my May, 1999 President's Report consists, for the most part, of the text of the *State-of-the-College Address* I delivered on May 12. What that text does not capture, however, is the excitement of the day. Coupled with the *State-of-the-College Address*, we conducted a ceremony to mark the renaming of the Academic Services Building to Frank M. Chambers Hall. Dr. Chambers, who served as the founding president of Middlesex County College, and many of his friends and colleagues from the early days of the College, joined us that day. It was a celebration and a reunion all rolled into one and accompanied by absolutely beautiful weather. We did videotape the event, and if any of you who were not able to attend would like to view the tape, please contact Warren Kelemen.

The event and the day unfolded beautifully and that was due to careful planning and flawless preparation on the part of a number of College staff. In particular I would like to note, with appreciation, the contributions made by Warren Kelemen and Don Drost that made May 12, 1999 so memorable a day.

State-of-the College-Address

As I mentioned earlier, this will be an abbreviated State-of-the College Address, but there are a number of important initiatives underway that merit at least a brief progress report. Let me begin with an update on the Self-Study that is underway in preparation for next spring's visit by an evaluation team representing the Middle States Association of Colleges and Schools.

Middle States Report

Since July, 1997, more than 100 of your colleagues have been working on the Middle States Reaccreditation Project. The nine work groups, which are examining all aspects of the College's operation, have produced several drafts of their reports. Two of the work group reports, as well as the revised mission statement, were the subject of open forums held late last month. Those who attended had the opportunity to comment on and offer suggestions as to ways to improve the reports.

In addition to sending hard copies of the reports to all offices on campus, the College's web site was used to make the material available to the entire College community. As we complete the spring semester, the other seven work group reports are reaching advanced stages of editing. When they become available, they too will be posted on our web site. Clicking *About MCC* on the home page and then *Middle States* will bring you to a directory of the various reports.

The summer will be used to begin the drafting of the self-study. It will consist of an introductory section describing the College and the larger Middlesex County community and nine chapters reporting on the findings and recommendations of the work groups. It is this self-study that forms the basis for the Middle States Association's decision on reaccreditation. When the fall semester begins, you can expect to be invited to a series of forums where the self-study will be the main topic of discussion. Fall will also see a preliminary one day visit from the Middle States team chair, Dr. Edna Baehre, President of Harrisburg Area Community College. She will want to meet with representatives of all of the constituencies on campus.

After a series of revisions, the self-study will be submitted early in January. The Middle States team, which will probably consist of eight members, is scheduled to arrive on campus on Sunday, April 9, 2000. Until their departure the following Wednesday afternoon, the group will be engaged in an intensive review of all of the representations made in the self-study. It is likely that many of you will be in contact with one or more members of the team. At the exit interview on Wednesday, Dr. Baehre will present the team's major findings. If all proceeds on schedule, the Middle States Association will make its determination at its June meeting.

As I mentioned earlier, more than 100 of our colleagues are actively involved in the comprehensive self-study process and I'd like to express my appreciation to all of you who have volunteered for this most important project. In particular I would like to thank Ron Goldfarb, who chairs the Self-Study Steering Committee, for his hard work, dedication and leadership.

Facilities

As many of you are aware, we are in the midst of a major renewal of our physical facilities. In the very near future we will begin the construction of three new buildings on campus; the Gateway Building, the new Bookstore and the Academy for Engineering Technologies. Shortly thereafter we will initiate a major roadway realignment and parking lot improvement project, which will, in addition to providing more student parking, alleviate our safety concerns regarding the roadway section that runs behind L'Hommedieu Hall and between the Physical Education Center and Main Hall.

The construction of our new facility in New Brunswick is underway and we still hope to take occupancy in time for the Spring, 2000 semester. In Perth Amboy our vocational school colleagues are planning to complete their new school in time for the Fall, 2001

semester; and so we anticipate opening our new Perth Amboy Center there at the same time.

For those former employees and guests in the audience who would like a tour of the new Instructional Resources Center as well as a more detailed description of the other major projects, please join Don Drost, our Executive Director of Facilities, and Warren Kelemen, Vice President for Advancement and Planning, in the upper courtyard between the Library and the Johnson Learning Center at 2:00 pm.

Technology Section

Let me give you a brief progress report regarding the major technology installation project we have undertaken.

The in-building wiring project is well underway. By the end of June we'll be approximately 30% complete. The rest of the campus buildings will be connected between July and November, and with completion of the project all computers will be connected to the campus network.

We have started installing computers in faculty and staff offices. That process will be placed on hold for the summer as the Information Technology staff undertake an ambitious schedule of computer laboratory upgrades in the Johnson Learning Center, the Technical Services Center, Main Hall and West Hall. In September, the IT staff will return to the office installations and we hope to have most faculty and staff computers connected to the campus network by the end of October.

Finally, work continues on the installation of the latest, and Y2k compliant, version of COLLEAGUE. We are working against an October installation deadline. Suzanne Dennis and Louise Douros, ably assisted by dozens of key college staff, are leading this massive effort. I'd like to express my appreciation to all of you who are involved in this challenging project.

Academic Area

In the academic area I am pleased to announce that after an intensive and extensive search process conducted under the leadership of Dr. Schwartz, we found the best candidate for the position of Dean of the Division of Health Technologies and Science right here on campus. At its April meeting, the Board of Trustees appointed Dr. Reginald Luke to that position. Congratulations Reggie. And thank you to Steve Larkin who filled in as the acting dean so well while the search was conducted. I believe the entire campus community is aware of Reggie's exemplary record of academic leadership that led to this appointment, and we all look forward to even greater achievements. Is that enough pressure Reggie?

In New Brunswick our Center, in partnership with New Brunswick Tomorrow, has received \$700,000 of a \$2 million, two year grant from the New Jersey Division of Human Services in support of PROJECT ACCESS. This project, which will be conducted at the Center will train welfare recipients for successful employment. STRIVE, a component of the program, is a nationally recognized training technique which improves clients' work related attitudes, skills and psychological empowerment. Congratulations to Bill Davis and his staff on obtaining this grant which will serve the needs of many New Brunswick citizens.