

STATE OF NEW JERSEY
SALES TAX CERTIFICATE OF AUTHORITY
THE NEW JERSEY SALES AND USE TAX ACT (C. 30, L. 1966)
DIVISION OF TAXATION
TRENTON, NEW JERSEY 08646

The person, partnership or corporation named below is hereby authorized to collect sales taxes pursuant to the New Jersey Sales and Use Tax Act. This authorization is good **ONLY** for the named person at the location specified herein. This authorization is null and void if any change of ownership or address is effected.

Sidney Glaser

Director, Division of Taxation

CYRWUS, FRANK
30 CEDAR ST
GARFIELD

N J 08093

Certificate No. 140-461-638/001

Date Issued 01-01-80

A-609258 *

This Certificate is NOT assignable or transferable.
It must be conspicuously displayed at above address.

ST 4 0 1 0 0 0

(See reverse side)

COMPLIANCE WITH NEW JERSEY PREVAILING WAGE ACT:

(To be completed and submitted by all Bidders)

Bidder's Past Record under the New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.24, inclusive) and all acts amendatory thereof and supplemental hereto.

Special Instructions: Answer each question with a "yes" or "no" entered in the space provided and furnish additional information when required.

1. Has the bidder been notified by the Commissioner of Labor and Industry by notice issued pursuant to N.J.S.A. 34:11-56.37 that he has been blacklisted for failure to pay prevailing wages as required by the New Jersey Prevailing Wages Act? No
2. Has any person having an "interest" in the Bidder within the meaning of N.J.S.A. 34:11-56.38 been blacklisted as aforesaid? No
3. Has any person having an interest in the Bidder within the meaning of N.J.S.A. 34:11-56.38 had any "Interest as aforesaid in any firm, corporation, or partnership which has been blacklisted as aforesaid? No
4. If the answer to any of the aforesaid questions is "Yes" annex a full statement showing the date of the action taken by the Commissioner of Labor and Industry, the subsequent action, if any, taken with respect to such action of the Commissioner, the name of the person, firm, corporation or partnership blacklisted by the commissioner, and the nature, character and extent of the interest existing between the bidder and the name which was blacklisted as aforesaid.
5. Have you made application for certification pursuant to "The Public Works Contractor Registration Act" (P.L. 1999 C.238) (Attach copy of current certificate)? Yes - attached


BIDDER (Signature) Frank Cyrwus Pres.

Frank Cyrwus Inc
Print Name of Bidder



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Responsible Representative(s):

Frank Cyrwus, President
Bozema Cyrwus, Vice-President

Responsible Representative(s):

Frank Cyrwus, Inc.
2014

Harold J. Wirths

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

BID BOND

Bond No. 71721514

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Frank Cyrwus, Inc.
44 Old Beaver Run Rd., Lafayette, NJ 07848

As Principal, and

WESTERN SURETY COMPANY, 333 S. Wabash Avenue, 41st Floor, Chicago, IL 60604

As Surety, is

Hereby held and firmly bound unto Township of Mansfield, 100 Port Murray Rd., Port Murray, NJ 07865

As Owner, in the Penal Sum of Ten Percent of Amount Bid Not to Exceed Twenty Thousand Dollars (10% NTE \$20,000) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 4th day of November, 2015

The condition of the above obligation is such that whereas the Principal has submitted to Township of Mansfield, 100 Port Murray Rd., Port Murray, NJ 07865

A certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the Structural Repairs and Roof Replacement

NOW THEREFORE,

- A) If said bid shall be rejected or in the alternative,
- B) If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in the connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid,

Then this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the owner may accept such bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

BY: [Signature]

Witness

BY: [Signature]

Principal:

WESTERN SURETY COMPANY

BY: [Signature]

Witness

BY: [Signature]

William J. Paterno, Attorney-in-Fact



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BY: [Signature]

Witness

BY: [Signature]

Principal:

WESTERN SURETY COMPANY

BY: [Signature]

Witness

BY: [Signature]

William J. Paterno, Attorney-in-Fact



CONSENT TO SURETY

Bond No. 71721514

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00, lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the WESTERN SURETY COMPANY

Organized and existing under the laws of the State of South Dakota and licensed to do business in the State of New Jersey certifies and agrees, that if contract for Township of Mansfield, 100 Port Murray Rd., Port Murray, NJ 07865

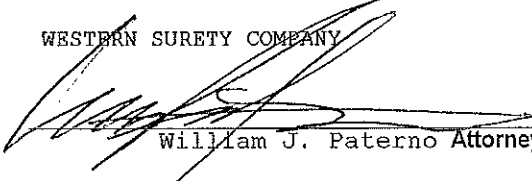
For Structural Repairs and Roof Replacement

is awarded to Frank Cyrwus, Inc.

The undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and Sealed this 4th day of November, 2015

WESTERN SURETY COMPANY


William J. Paterno Attorney-in-Fact



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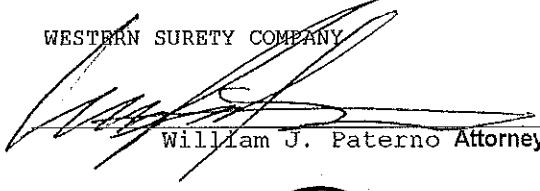
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Signed and Sealed this 4th day of November, 2015

WESTERN SURETY COMPANY


William J. Paterno Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71721514

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint William J. Paterno

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Frank Cyrwus, Inc.

Obligee: Township of Mansfield

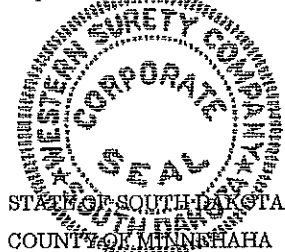
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

All authority hereby conferred shall expire and terminate, without notice, unless used before midnight of February 4, 2016, but until such time shall be irrevocable and in full force and effect.

In Witness Whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 4th day of November, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President

On this 4th day of November, in the year 2015, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



My Commission Expires August 11, 2016

S. Petrik

Notary Public - South Dakota

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 4th day of November, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 71721514

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Obligee: Township of Mansfield

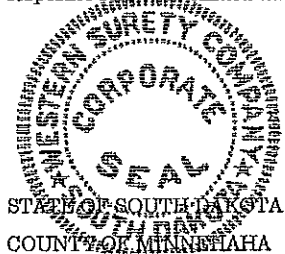
Amount: \$500,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Senior Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

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WESTERN SURETY COMPANY

Paul T. Bruflat

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In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 4th day of November, 2015.

WESTERN SURETY COMPANY

Paul T. Bruflat

Paul T. Bruflat, Vice President



Western Surety Company

Bond No. 71721514

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

Western Surety Company, surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2014. The financial statements of Western Surety Company as of and for the year ended December 31, 2014 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

Surety Company	Capital	Policyholders' Surplus (including Capital)
Western Surety Company	\$4,000,000	\$1,368,026,114

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2015, is as follows:

Surety Company	Underwriting Limitation
Western Surety Company	\$135,982,000

(b) With respect to each surety participating in the issuance of the attached bond that has not received such a certificate of authority from the United States Secretary of the Treasury, the underwriting limitation of that surety as established pursuant to R.S. 17.18.9 as of (date of which such limitation was so established) is as follows:

(4) The amount of the bond to which this statement and certification is attached is \$10% NTE \$20,000.00.

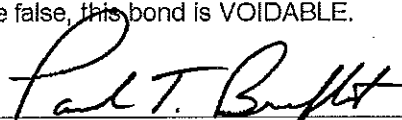
(5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in items (3)(a) or (3)(b) above, or both, then for each such contract of reinsurance:

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

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

CERTIFICATE

I, Paul T. Bruffat, as Vice President, for Western Surety Company, a corporation domiciled in South Dakota, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.


Paul T. Bruffat, Vice President

Date: November 4, 2015



Western Surety Company

Bond No. 71721514

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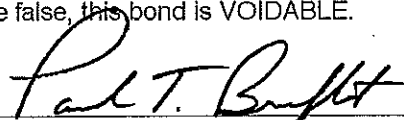
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Paul T. Brufat, Vice President

Date: November 4, 2015



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2014

ASSETS

Bonds	\$1,824,951,414
Stocks	23,975,582
Cash, cash equivalents, and short-term investments	51,536,164
Investment income due and accrued	22,267,675
Premiums and considerations	41,696,249
Amounts recoverable from reinsurers	(11,221,508)
Federal and foreign income taxes recoverable	7,401,709
Net deferred tax asset	20,261,713
Receivable from parent, subsidiaries, and affiliates	17,380,167
Other assets	3,799
Total Assets	<u>\$1,998,252,964</u>

LIABILITIES AND SURPLUS

Losses	\$302,997,505
Reinsurance payable on paid losses and loss adjustment expenses	(15,267,712)
Loss adjustment expense	64,134,995
Contingent and other commissions payable	6,099,306
Unearned premiums	259,011,845
Advance premiums	5,321,610
Payable to parent, subsidiaries and affiliates	107,843
Other liabilities	7,821,458
Total Liabilities	<u>\$630,226,850</u>

Surplus Account:

Capital paid up	\$4,000,000	
Gross paid in and contributed surplus	280,071,837	
Unassigned funds	<u>1,083,954,277</u>	
Surplus as regards policyholders		<u>\$1,368,026,114</u>
Total Liabilities and Capital		<u>\$1,998,252,964</u>

I, Peter Lacy, Assistant Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2014, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

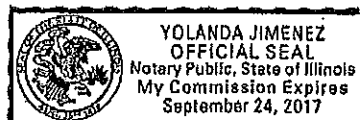
Western Surety Company

By Peter Lacy

Assistant Vice President

Subscribed and sworn to me this 19th day of March, 2015.

My commission expires:



Yolanda Jimenez
Notary Public



WESTERN SURETY COMPANY
Sioux Falls, South Dakota
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December 31, 2014

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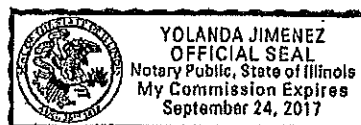
Western Surety Company

By Peter Lacy

Assistant Vice President

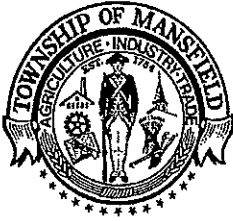
Subscribed and sworn to me this 19th day of March, 2015,

My commission expires:



Notary Public Yolanda Jimenez





Township of Mansfield
Warren County
New Jersey

Bid Package For

STRUCTURAL REPAIRS AND ROOFING REPLACEMENT

BIDDING REQUIREMENTS, CONTRACT FORMS,
CONDITIONS OF THE CONTRACT AND
TECHNICAL SPECIFICATIONS

Mansfield Township Committee

Michael Clancy, Mayor
Shirley Kocher, Deputy Mayor
Joseph Watters, Committeeman
Cindy Korczukowski, Committeewoman
Michael Misertino, Committeeman

Dena Hrebenak
Township Clerk
Issued: 10/23/2015

SOLICITATION OF BIDS FOR

STRUCTURAL REPAIRS AND ROOFING REPLACEMENT

Enclosed are the terms, specifications and bid forms.

BIDS DUE:

RETURN BIDS TO: Dena Hrebenak
Township Clerk
Township of Mansfield
100 Port Murray Road
Port Murray, NJ 07865
(908) 689-6151

NAME OF BIDDER: _____

ADDRESS: _____

TEL NUMBER: _____

FAX NUMBER: _____

Any bid not in the possession of the Township Clerk by the specified prevailing time of bid opening will not be accepted and will be return unopened.

Township of Mansfield
Warren County
New Jersey

Bid Package For

STRUCTURAL REPAIRS AND ROOFING REPLACEMENT

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A. NOTICE TO BIDDERS

ADVERTISEMENT FOR BID

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Mansfield, County of Warren, State of New Jersey, at the Municipal Building, located at 100 Port Murray Road, Port Murray, New Jersey on November 4, 2015 at 10:00 am.

STRUCTURAL REPAIRS AND ROOFING REPLACEMENT

Specifications may be obtained at the Office of the Township Clerk, Municipal Building, 100 Port Murray Road, Port Murray, New Jersey.

Bidders must submit complete and detailed specifications of the product or service, which Bidder proposes to supply.

The right to reject any and all bids or to accept the Bid or any item of any bid deemed most advantageous to the Township of Mansfield and to award contracts accordingly is expressly reserved to the authority of the Township Committee of the Township of Mansfield.

NOTE: All bidders must comply with P.L. 1975, c 127 signed into law June 23, 1975 and P.L. 1977, c 33 signed into law March 7, 1977, which laws are a part of the specifications in their entirety.

All proposals shall be enclosed in sealed envelopes, plainly marked "STRUCTURAL REPAIRS AND ROOFING REPLACEMENT" and shall show the name and address of the bidder. Bids may be forwarded by certified mail. If mailed, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope properly addressed.

Bids will not be received after the time specified for the opening of the bids. Bids received after the hour appointed will be deemed invalid and returned unopened to the Bidder.

Dena Hrebenak
Township Clerk

B. INSTRUCTIONS TO BIDDERS

I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the **Mansfield Township**, hereinafter referred to as "owner," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. Sealed bids will be received by the designated representative at the time, November 4, 2015 at 10:00 am at the Municipal Building, 100 Port Murray Road, Port Murray, NJ 07865 as stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.
- C. The bid shall be submitted in a sealed envelope: (1) addressed to the owner, (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid.
- D. It is the bidder's responsibility that bids are presented to the owner at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. If the bid is sent by express mail service, the designation in sub-section C, above, must also appear on the outside of the express mail envelope. Bids received after the designated time and date will be returned unopened.
- E. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
- F. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the owner. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- G. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
 - Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - Bids by sole-proprietorship shall be signed by the proprietor.
 - When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- H. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:

- N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
- N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
- N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
- Bidder should consult the statutes or legal counsel for further information.

II. BID SECURITY AND BONDING REQUIREMENTS

The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

A. BID GUARANTEE ()

Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21.

Failure to submit a bid guarantee shall result in rejection of the bid.

B. CONSENT OF SURETY ()

Bidder shall submit with the bid a Certificate (Consent of Surety) with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

Failure to submit a consent of surety form shall result in rejection of the bid.

C. PERFORMANCE BOND (X)

Bidder shall simultaneously with the delivery of the executed contract, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

D. LABOR AND MATERIAL (PAYMENT) BOND (X)

Bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

E. MAINTENANCE BOND ()

Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 25% of the project costs guaranteeing against defective quality of work or materials for the period of:

_____ 1 year

_____ 2 years

III. CHANGES

The Owner may, from time to time, request changes in the scope of the work of the Contractor to be performed hereunder or the goods or equipment to be supplied by the Contractor hereunder subject to N.J.A.C. 5:30-11.1 and following. Such changes including any increase or decrease in the amount of the Contractors compensation, which are mutually agreed upon by and between the Owner and the Contractor shall be incorporated in written amendments to this Contract and approved by the governing body.

IV. INTERPRETATIONS AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.
- B. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (10) business days prior to the date fixed for the opening of the bid for goods and services.

All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective bidders. All

addenda so issued shall become part of the specification and bid documents, and shall be acknowledged by the bidder in the bid. The owner's interpretations or corrections thereof shall be final.

When issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package pursuant to N.J.S.A. 40A:11-23c.1.

D. Discrepancies in Bids

- 1) If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
- 2) In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.

E. Pre-Bid Conference

If stated in the Notice to Bidders:

 X A Pre-Bid Conference is not required for this bid.

 A pre-bid conference and site visit for this proposal will be held on

Attendance is not mandatory, but is strongly recommended. Failure to attend does not relieve the bidder of any obligations or requirements.

V. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The owner reserves the right to evaluate the equivalency of the goods and services.
- D. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

VI. INSURANCE AND INDEMNIFICATION

The insurance documents indicated by an (X) shall include but are not limited to the following coverage's.

A. INSURANCE REQUIREMENTS

- 1) Worker's Compensation Insurance X

Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

- 2) General Liability Insurance X

General liability insurance shall be provided with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$3,000,000 aggregate for property damage, and shall be maintained in full force during the life of the contract.

- 3) Automotive Liability Insurance X

Automotive liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles with limits of not less than \$1,000,000 any one person and \$1,000,000 any one accident for bodily injury and \$1,000,000 each accident for property damage, shall be maintained in full force during the life of the contract.

- 4) Other Forms Of Insurance Required

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the owner as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the owner as an additional insured.

C. INDEMNIFICATION

 X Bidder shall indemnify and hold harmless the owner from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from negligent acts or omissions on the part of the contractor, the

contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract.

VII. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The owner is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.
- C. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
- D. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.

VIII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

A. MANDATORY AFFIRMATIVE ACTION CERTIFICATION

No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

1) Goods and Services (including professional services) Contracts

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- (a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
- (b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- (c) A photocopy of an Employee Information Report (Form AA 302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

2) Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the job and/or off-the-job programs for outreach and training of minorities and women.

B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included as Appendix A of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the owner harmless.

C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, prior to the receipt of the bid or accompanying the bid of said corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations.

Failure to submit a stockholder disclosure document shall result in rejection of the bid.

D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at www.nj.gov/njbgs or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that knowingly provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- 2) Prior to receipt of final payment from a contracting agency, a contractor must submit to the contracting agency an accurate list of all subcontractors or attest that none was used;

- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

E. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT ☒

The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C. 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

F. PREVAILING WAGE ACT ☒

Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60-6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards. Additional information is available at www.state.nj.us/labor/lssc/lspubcon.html.

G. THE PUBLIC WORKS CONTRACTOR REGISTRATION ACT ☒

N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate *at the time the bid proposal is submitted*. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed sub-contractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

- "Construction, reconstruction, demolition, alteration, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
- "Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds..."
- "Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lssc/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

H. NON-COLLUSION AFFIDAVIT ☒

The Affidavit shall be properly executed and submitted with the bid proposal.

- I. PAY TO PLAY Starting in January, 2007, business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

IX. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the technical specifications. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section XI, Termination of Contract, Sub-section E, for additional information.
- B. If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.
- C. If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.
- D. The owner may also elect to award the contract on the basis of unit prices.
- E. The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner.

X. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

XI. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.

- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.

XII. PAYMENT

- A. No payment will be made unless duly authorized by the Owner's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Owner's policy and procedures, and New Jersey State Statues.

(REVISED 3/05)

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Except with respect to affectional or sexual orientation, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

- A. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in

accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

- B. If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- 1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - 2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - 3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - 4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - 5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
 - 6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (a) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or

subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

- (b) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (c) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- 7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

- C. The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27:7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

- D. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Mayor and Council of the Township of Mansfield, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

C. SPECIFICATIONS

See Attached Project Manual

D. PROPOSAL AND SCHEDULE OF BIDS

I. BID PROPOSAL

Structural Repairs and Roofing Replacement

To: The Township Committee
Attn: Dena Hrebenak
Township Clerk
Township of Mansfield
100 Port Murray Road
Port Murray, NJ 07865
(908) 689-6151

Township Clerk:

The undersigned has carefully read all of the specifications and has acquainted himself with the needs of the Township, has provided the Township with the necessary documents and agrees to furnish the Township with each of the following services for the LUMP SUM Amounts shown.

\$ _____
Total amount, in numbers

Total amount, in words

This bid made herein is irrevocable by the undersigned bidder or the personal or legal representative of the bidder.

Signature

Print Name

Title

Date

Company Name

Federal I.D. # or Social Security #

Address

Telephone

Fax

E-mail address

Township of Mansfield

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Dated	Acknowledge Receipt (Initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

☐ No addenda were received:

Acknowledged for: _____
 (Name of Bidder)

By: _____
 (Signature of Authorized Representative)

Name: _____
 (Print or Type)

Title: _____

Date: _____

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-A
Name of Form:	AFFIRMATIVE ACTION COMPLIANCE NOTICE
Statutory Reference:	N.J.S.A. 10:5-31 (P.L 1975, c.127) and N.J.A.C 17:27-1 et seq.
Instructions Reference:	Statutory and Other Requirements VII-A-1
Description:	To assure vendor compliance with State affirmative action requirements.

Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter); or
2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

This form provides the bidder guidance on the requirements. It is advisory in nature only and is a nonmandatory, waiveable form.

For information on the requirements of the Affirmative Action Law, contact:

Division of Contract Compliance & Equal Employment Opportunity in Public Contracting
Department of the Treasury
State of New Jersey
P.O. Box 209
Trenton, NJ 08625-0209
609-292-5473

E-mail:mailto: www.state.nj.us/treasury/contract_compliance/ccmail.html

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

**GOODS AND SERVICES CONTRACTS
(INCLUDING PROFESSIONAL SERVICES)**

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____

DATE: _____

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business _____

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this ____ day of

_____, 2 ____.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-D
Name of Form:	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference:	Statutory and Other Requirements VII-D
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at www.nj.gov/dca/lgs/lpcl. These resources and a Frequently Asked Questions resource should be consulted when questions arise.

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of

full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)
_____ the bidder making this Proposal for the bid entitled

_____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Township of Mansfield relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to

before me this day

Signature

_____, 2 _____

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offorer: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offorer _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offorer Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____

Signature: _____

Title: _____

Date: _____



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. Box 039
TRENTON, NEW JERSEY 08625-0039

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

JIGNASA DESAI-MCCLEARY
Director

Telephone (609) 292-4886 / Facsimile (609) 984-2575

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Bank Markazi Iran (Central Bank of Iran)	22.	Industrija Nafta (INA)
2.	Bank Mellat	23.	Kingdream PLC
3.	Bank Melli Iran	24.	Liquefied Natural Gas Limited
4.	Bank Tejarat	25.	Maire Tecnimont SpA
5.	National Iranian Tanker Company (NITC)	26.	Naftiran Intratrade Company (NICO)
6.	Samah Afzar Tajak Company (SATCO)	27.	Oil and Natural Gas Corporation (ONGC)
7.	Amona	28.	Oil India Limited
8.	Bank Saderat PLC	29.	Panyu Chu Kong Steel Pipe Company, Ltd.
9.	Bank Sepah	30.	Persia International Bank
10.	Belaz	31.	PetroChina Company, Ltd.
11.	Belneftkhim (Belarusneft)	32.	Petroleos de Venezuela (PDVSA Petroleo, SA)
12.	Bharat Petroleum Corporation Ltd.	33.	Schwing America Inc.
13.	China International United Petroleum & Chemicals Co., Ltd. (Unipecc)	34.	Shandong FIN CNC Machine Company, Ltd.
14.	China National Offshore Oil Corporation (CNOOC)	35.	Shanghai Sunry Petroleum Equipment Company, Ltd.
15.	China National Petroleum Corporation (CNPC)	36.	Sinohydro
16.	China National United Oil Corporation (ChinaOil)	37.	SK Energy
17.	China Petroleum & Chemical Corporation (Sinopec)	38.	SKS Ventures
18.	China Precision Machinery Import-Export Corp. (CPMIEC)	39.	Som Petrol AS
19.	Emirates National Oil Company	40.	Sonangol
20.	Grimley Smith Associates	41.	Zhuhai Zhenrong Company
21.	Indian Oil Corporation		

List Date: January 28, 2013

**Mansfield Township
BID DOCUMENT CHECKLIST**

Required with Bid Submission (Owner's checkmarks)	Submission Requirement	Initial each required entry and if required submit the item (Bidder's Initials)
	Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)	
	A bid guarantee as required by N.J.S.A. 40A:11-21	
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	
X	If applicable, bidder's acknowledgment of receipt of any notice(s), revision(s), or addenda to an advertisement, specifications, or bid document(s).	
X	Copies of the General Contractor's (and subcontractors if applicable pursuant to N.J.S.A. 52:32-44) Business Registration Certificate as required by the Business Registration Act.	
Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1b.)		
X	Public Works Contractor Certificate	
X	Consent of Surety as to labor and material payment bond, and maintenance bond.	
X	Non-Collusion Affidavit (Notarized)	
X	Prevailing Wage Act	
X	Americans with Disabilities Act of 1990 Language	
X	Mandatory Affirmative Action Language	
X	Bid Proposal Form	
X	References	
X	Status of present contracts	
X	Iran Disclosure	

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements.

Name of Bidder

Signature

Date

PROJECT MANUAL

Technical Specifications

for the
Mount Bethel Methodist Church
Structural Repairs and Roofing Replacement
350 Mount Bethel Road,
Port Murray, NJ 07865

Owner:

Township of Mansfield, NJ
Architect:

ECLECTIC ARCHITECTURE, LLC
20 Municipal Drive
Phillipsburg, NJ 08865-7800
Tele: 908-387-8630
Fax: 908-387-1493

ECLECTIC
ARCHITECTURE
LLC
FINE DESIGN & HISTORIC PRESERVATION

Mount Bethel Methodist Church - Structural Repair and Roofing Replacement

Technical Specifications

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DIVISION 01 GENERAL REQUIREMENTS

01 11 00 SUMMARY OF WORK (SINGLE PRIME CONTRACT)

Resource Description:

1. Mount Bethel Church is a historic property listed on the New Jersey State and the National Register of Historic Places as maintained by the New Jersey Historic Preservation Office (HPO) and the National Park Service. The Greek Revival style church was built in 1844. It is considered a good example of the simple meeting house form of church architecture and is central to the establishment of the Methodist Church in this area of New Jersey.

Project Description:

1. The Contractor is expressly responsible for the Work indicated in the Project Manual and Provisions of the Contract. The coordination and execution of the Work and payment for labor, materials and administrative activities pursuant to, are the sole responsibility of the Contractor including the acquisition of Permits, Inspections and final Certificate of Occupancy or written proof of Permit Close-Out from the Authority Having Jurisdiction.
2. This project includes, but is not limited to:
 - a. The repair and reinforcement of existing roof framing
 - b. The removal and replacement of existing roofing and accessories and roofing substrate
 - c. The installation of gutters and downspouts.

Use and Protection of the Premises:

1. The Contractor shall limit his use of the premises for construction activities as required to maintain public access to the premises for the duration of the project.
2. The Contractor shall use only designated lay-down and staging areas for the storage of materials and equipment and general parking as agreed to in Preconstruction Conference. Considerate carefully the size and access limitations of lay-down and staging areas when coordinating material deliveries.
3. The Contractor shall maintain the existing building in a weather tight condition throughout the construction period. This shall include the timely enclosure of the building envelope, whether temporary or permanent, to prevent weather infiltration.
4. The Contractor shall take all precautions and erect temporary protections as necessary to protect the building, its occupants and the general public during the construction period.
5. The Contractor shall repair all damage caused by constructions operations including site restoration.
6. Attic level shall be vacuum cleaned at the conclusion of the project.

Contract Document Information:

1. The Contract Documents are prepared in accordance with available information as to existing conditions and locations. If, during construction, conditions are revealed at variance with the Contract Documents, notify the Architect promptly so that supplementary instructions may be issued.

Mount Bethel Methodist Church - Structural Repair and Roofing Replacement

2. The intent of the Project Manual is to form a concise description of the relationships and locations of materials and items necessary for the completion of the Work. Where inconsistencies occur, the higher quality requirement shall govern as determined by the Architect. Work not shown or described shall be required if it is consistent with and reasonably inferable as being necessary to achieve the intended result.

END OF SECTION 01 11 00

01 11 05 TIME OF COMPLETION

Project Schedule:

1. Substantial Completion (issuance of Certificate of Occupancy) shall be on or before the 45th day after contract award/notice to proceed is issued in writing.
2. Completion (including the issuance of closeout documentation) to the satisfaction of the Owner and Architect shall be on or before the 60 day after contract award/notice to proceed is issued in writing.
3. Liquidated damages shall be charged to the Contractor for each day past the specified date of Final Completion until the project is completed to the satisfaction of the Owner and Architect. Liquidated damages shall be charged at \$250 per day.

END OF SECTION 01 11 05

01 22 10 ALLOWANCES

General:

1. Selected materials and equipment are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.
2. The amounts herein specified are lump sum allowances for the purchase of the materials specified, including taxes (if any). Other costs associated with the performance of the Work associated with the allowance materials and equipment, including, but not limited to, installation, insurance, storage, handling, overhead and profit are considered part of the allowance, and included in the allowance amount. Change orders as required shall be based on the lump sum allowance amounts provided.
3. In the event that the actual amount of the Work exceeds the specified allowance, the Owner will pay the difference, with proper documentation of actual costs as supplied by the Contractor. Should the actual purchase amount of the Work be less than the specified allowance, the Contractor shall credit the Owner with the difference.

Schedule of Allowances:

1. Not Applicable

END OF SECTION 01 22 00

01 23 00 ALTERNATES

General:

1. An Alternate is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
2. Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project. Costs for the coordination, modification or adjustment necessary for each alternate are included in the costs for each Alternate.

Schedule of Bid Alternates:

1. Alternate #1: Provide add or deduct bid alternate for the installation of new 5/8 " plywood in lieu of the specified solid board roofing substrate (decking).

END OF SECTION 01 23 00

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01 27 00 UNIT PRICES

General:

1. Unit price is the amount proposed by bidders, stated on the bid form, as a price per unit of measure for materials and services added or deducted from the Work by appropriate modification if:
 - a. The estimated quantities of Work required by the Contract Documents are increased or decreased.
 - b. No estimate of quantity is given in the bidding documents for inclusion in the base bid

Schedule of Unit Prices:

1. Not Applicable

END OF SECTION 01 27 00

01 31 00 PROJECT MANAGEMENT AND COORDINATION

General:

1. The Contractor shall coordinate and execute all construction operations administrative duties included in the Contract Documents to ensure the quality, efficient and orderly installation of the each part of the Work and the recordation and transmittal of project information to all parties to the Contract. The Contractor shall schedule operations in the sequence required to obtain the best results where the installation of one part of the Work depends on the installation of other components and they shall make adequate provisions to accommodate items scheduled for later installation.
2. The Contractor shall prepare and maintain a "Construction Schedule" assembled in weekly increments and divided into each significant construction activity from project inception to completion. Include projected milestone for substantial and final completion. Schedule shall be updated monthly and made available to the Architect and/or Owner for review and comment upon request.
3. The Contractor shall prepare and maintain a "Schedule of Values" assembled in a line item format and divided into significant construction activity (preferably defined by Sections of Project Manual) with associated contract sum. Schedule shall form the basis for the preparation of and evaluation of all application for payment forms and continuation sheets.
4. The Contractor shall prepare and maintain a "Submittals Schedule" for all submittals required by this specification assembled in weekly increments and identified by their specification section number and title and description of Work covered.
5. The Contractor shall prepare and maintain a "List of Subcontractors and Suppliers" noting all firms or persons to be employed in the completion of the Work.
6. The shall attend a preconstruction conference and weekly project meetings at a time convenient to Contractor, Owner and Architect. Conference and meetings shall be held on the project site or suitable location and will focus on the review responsibilities, personnel assignments, general progress and other issue pertinent to the project..

END OF SECTION 01 31 00

01 33 30 SUBMITTALS

General:

1. Submittals required for the completion of the Work are identified in the relevant Division and Section of the Project Manual. It is the General Contractors sole responsibility to review the Project Manual and identify and execute the required submittals.
2. Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay. No extension of contract time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
3. Provide the Architect with three (3) copies of shop drawings, manufacturer's literature and/or samples required for review. Label all submittals with Contractor and project identification information.
4. The submittals shall be reviewed for verifying conformance to the Contract Documents. By submitting shop drawings, product data, samples and similar submittals, the Contractor represents that he has determined and verified the item to be in conformance with the Contract Documents. In reviewing shop drawings, product data, samples and similar submittals, the Architect shall be entitled to rely upon the Contractor's representation that information in submittals is correct and accurate.
5. A written response by the Architect indicating Contract conformance of submittals is required prior to commencement of Work. Allow a reasonable time for the review of shop drawings and other submittals.
6. Submittals that are returned or rejected because of insufficient Contractor review or coordination shall not be justification for a claim for an extension of time

Preconstruction Submittals:

1. Submit "Certificates of Insurance"
2. Submit "Performance Bond" as applicable
3. Submit "Payment Bond"
4. Submit "Construction Schedule"
5. Submit "Schedule of Values" for the entire project within two weeks of project award
6. Submit "List of Subcontractors and Suppliers" within two weeks of project award

END OF SECTION 01 33 00

01 60 00 PRODUCTS REQUIREMENTS

General:

1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
2. "Materials" are products that are substantially shaped, cut, Worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.
3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.
4. All products, materials and equipment provided shall be new and of recent manufacture unless specifically noted otherwise. Perform all Work in strict accordance with each respective manufacturer's published literature, recommendations or instructions with regard to the proper environmental and substrate conditions, installation requirements and intended use of each product. All Work not in conformance with these conditions, including unauthorized/unapproved substitutions, shall be considered defective and shall be removed at the Contractor's expense.
5. To the fullest extent possible, provide products of the same kind, from a single source.

Substitutions:

1. The Contractor may request substitutions for proprietary products specified. Provide all necessary manufacturer's product technical data, performance features, standards, product attributes to evaluate and verify the proposed substitution conforms with project intention. Also, any cost implications associated with proposed substitution must be presented to the Architect at the time of the request for consideration. Allow a reasonable time for review and approval or other appropriate action.

END OF SECTION 01 60 00

01 70 00 EXECUTION REQUIREMENTS

General:

1. The Contractor and Subcontractor(s) shall provide Owner with Certificates of Insurance and other required preconstruction submittals prior to beginning Work.
2. The Work shall be executed in accordance with all governing codes and local ordinances.
3. The Contractor shall visit the site and become familiar with the conditions under which the Work will be performed. Carefully review the Project Manual and verify all existing field conditions, materials and dimensions related to the Work. Promptly report to the Architect any omissions or inconsistencies.
4. The Contractor shall use only qualified personnel for the execution of the project who have been well-informed as to historically sensitive nature of the subject property.
5. The Contractor shall be solely responsible for the means and methods of construction, including job site safety. Provide proper job site supervision and direction to the Work. Maintain discipline and order at all times among employees, subcontractors and suppliers.
6. The Contractor shall coordinate and maintain a portable, temporary toilet facility at the site during the entire project.
7. The Contractor shall provide all necessary deconstruction of existing construction as required by the Work.
8. The Contractor shall provide temporary construction and protections as necessary to protect all existing construction and site elements to remain. The Contractor shall maintain weather tight conditions to new and existing construction throughout the construction period.
9. The Contractor shall provide shoring, bracing or support as necessary to provide full protection to persons and property. Do not overload existing or new construction.
10. The Contractor shall be responsible for maintaining a clean and orderly job site. Leave the interiors broom clean at the end of each Workday. Keep the job site free of accumulated waste materials. Provide containers and recycle as many materials as possible. Legally dispose of all other construction debris. Do not burn or bury any debris.
11. There shall be no smoking on the site at any time by the Contractor's employees, subcontractors, suppliers or other associates.
12. The Contractor shall strictly comply with the limits of the lay down and staging areas determined during preconstruction conference. Any deviation as may be necessary during the course of construction must be approved by the Architect and Owner.
13. The Work shall not commence prior to the required preconstruction conference without the consent of the Architect and Owner.

END OF SECTION 01 70 00

01 77 00 CONTRACT CLOSEOUT

General:

1. The Contractor shall prepare a punch-list of incomplete items during a project review with the Owner and/or the Architect. Thoroughly broom clean interior (e.g. attic) and exterior project areas. Remove all waste and surplus materials, equipment and debris from the project site.

Deliver the following to the Owner:

1. Punch List of incomplete items, and a schedule for their completion
2. Certificate of Occupancy
3. Release of Liens
4. Manufacturer's manuals and guarantees/warranties for all equipment provided
5. Shop drawings with field installation changes noted
6. Prior to final payment, the Contractor shall deliver to the Owner a written, one-year Labor and Material guarantee.

END OF SECTION 01 77 00

DIVISION 02 EXISTING CONDITIONS

02 83 19 LEAD-BASED PAINT MANAGEMENT

Scope of LBP Management Work:

1. All painted items and surfaces in the existing building are assumed lead-based paint (LBP) and shall be dealt with according to the applicable laws and regulations.
2. The Lead-Based Paint Management Work, "or LBP Work", shall be defined as the Work that encompasses the handling of lead-based paint (LBP), materials to which LBP is applied, and any waste and contamination resulting from the handling or disturbance of LBP, or any other lead-bearing surface.
3. It is not the intent of this section to define or require a LBP abatement project or LBP hazard abatement project as may be defined by the State. Further, these Contract Documents are not meant to require the Contractor to retain a State-licensed lead abatement Contractor to complete the LBP Work as specified. This statement, nor any other in the Contract Documents, does not limit the Contractor's responsibility to act in a manner pursuant to any regulations, depending upon conditions resulting from the Contractor's performance of the Work and other activities.
4. This section pertains to all Work for this project involving the disturbance of paint, and related dust/debris. All painted surfaces are likely to contain some concentration of lead. There are also surfaces that may be contaminated with lead containing dust and/or debris. As part of the performance of this Work, incorporate appropriate lead paint/dust containment, Worker protection and disposal procedures.
5. Perform all Work necessary to carry out the proper removal and disposal of all lead-contaminated waste, in accordance with all applicable laws, codes, rules and regulations and in accordance with the requirements set forth in this section.
6. The scope of the LBP Work shall include those activities necessary to assure compliance with applicable Worker protection and waste disposal standards, and to prevent release of fugitive lead-containing debris and dust generated from the LBP to the surrounding property. These Specifications delineate no specific activities, but rather than the Contractor provide a plan sufficient to achieve these requirements.

Job Conditions:

1. Contractor Responsibility: Provide investigation as necessary to properly plan LBP Management Work.
2. Phasing: Phase the LBP Work in accordance with the overall project. The LBP Work is not meant to be an activity separate from the overall project but rather an essential element of the restoration Work to allow for the demolition/deconstruction and any other related Work to be undertaken with proper LBP management methods: Provide Work methods pursuant to applicable standards and good industry practice. The Contractor's attention is particularly brought to OSHA requirements relative to torch cutting controls and use of HEPA-fitted cutting tool options under certain conditions.

Regulatory requirements, Reference Standards:

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1. Include provisions for the proper containment, removal and disposal of lead-containing waste, as well as appropriate Worker protection in accordance with all applicable laws, codes, rules and regulations pertaining to lead. Applicable guidelines and standards listed in this Scope of Work include, but are not necessarily limited to Code of Federal Regulations (CFR) Publications -
 - a. 29 CFR, Part 1926.62 Lead Exposure in Construction; Interim Final Rule Vol. 58, No. 84
 - b. 40 CFR 61, Subpart A General Provision (Hazardous Air Pollutants Listing)
 - c. 40 CFR 61.152, Standard for Waste Manufacturing, Demolition, Renovations, Spraying and Fabricating Operations
 - d. 40 CFR 241, Guidelines for the Land Disposal of Solid Wastes
 - e. 40 CFR 257, Criteria for Classification of Solid Waste
 - f. 40 CFR 261, Identification and Listing of Hazardous Wastes
 - g. 40 CFR 262, Standards Applicable to Generators of Hazardous Waste

Worker Protection:

1. Treat any surface coating and/or underlying substrate containing lead in any concentration that will be disturbed as a potential lead hazard to Workers in accordance with 29 CFR 1926.62, Lead Exposure in Construction. This standard applies to all construction Work in which lead in any concentration is present.
2. Maintain a program in accordance with 29 CFR 1926.62 at minimum and shall be responsible for protecting and training employees on Worker safety, health hazards, etc. relating to lead. This program shall be incorporated into the written safety plan. The Contractor should consult the following publications and/or competent environmental counsel -
 - a. OSHA – 3079 Respiratory Protection
 - b. OSHA – 3142 Lead in Construction

Management Procedures:

1. Prepare task specific Work Plan prior to starting Work detailing how the Contractor shall accomplish each task of Work related to the disturbance of any LBP surface or contaminated material. Prepare the Work Plan with the needs, logistics and constraints of the individual job in mind, taking into account such factors as paint removal method, Worker safety, proximity to other personnel and/or the public, protection of the environment including containment and air monitoring requirements, condition of the underlying substrate.
2. Prepare the Plan to include methods of minimizing and containing the generation of all dust, including dust generated while cleaning up construction and demolition debris. These methods may include such techniques as wet mopping and/or wiping, HEPA vacuuming or the use of a negative pressure ventilation system where lead dust is generated. Once the Work has been completed and debris has been properly removed from the Site, all surfaces shall be free and clear of visible dust. All Work areas shall be cleaned on a daily basis at the end of each shift. Particular attention to be paid to fugitive dust that may arise from the Site and contaminate adjacent properties.
3. At no time perform any Work that may impact upon lead-containing material until authorization from the Owner or its authorized representative is obtained.

Protection of Adjacent Areas and the Environment and Control of Contamination On-Site:

1. If it is determined by visual identification that the exterior of this property, or adjacent properties have been contaminated because of the Contractor's Work, clean the affected premises at no charge to the Owner. The Contractor shall be responsible for all costs incurred by this clean-up activity.

Disposal Requirements:

1. Perform sampling and analysis as may be required to assure proper and legal handling of the waste. If any chemical analysis or sampling is performed by or on behalf of the Contractor, its Transporter, or its Treatment Storage and Disposal Facility (TAD), a copy of such analysis must be provided to the Owner at no additional cost to the Owner. (Note: As prevailing law may allow, painted metal may be designated as recyclable and disposed of at a scrap metal facility for reuse or resale).
2. Ensure that waste disposal Transporter (be it the Contractor itself or a Subcontractor) warrants and represents possession of all permits and/or licenses required under the Resource Conservation's and Recovery Act (RCRA) as well as any state or local permits or licenses required for removal, repackaging, transportation and disposal of hazardous waste.
3. Treat and dispose hazardous waste materials removed by the waste disposal Subcontractor at an Environmental Protection Agency (EPA) permitted Treatment, Storage and Disposal Facility.
4. Treat and dispose of all wastes, drums, and other items removed hereunder within sixty (60) days after removal from the Site. Ensure that the waste disposal Subcontractor provides completes shipping documents for all hazardous wastes removed, which contain the information required under 40 CFR Part 262 Subpart B (hereinafter the "Manifest Form") and the State requirements. Such certificates shall include references to the Manifest Form for the shipment as well as address and EPA identification numbers for the generator facility.
5. Ensure that all TAD facilities or transporters which the waste disposal Transporter intends to use to treat and/or dispose of hazardous waste are approved for use by the Owner prior to any delivery of waste by the waste disposal Transporter to such TAD facility. The Owner reserves the right to inspect the waste disposal Transporters equipment storage facility and TAD facility at any time prior to or subsequent to the award of this contract.
6. Should any problems arise regarding the TAD facility chosen to accept the waste for treatment and disposal that would require the return of waste to the Owner, or should such TAD facility have violated any environmental regulation which would result in regulatory enforcement action, ensure that the waste disposal Subcontractor immediately notifies the Contractor in writing of such situation, identifies an alternate TAD and obtains written approval from the Owner for disposal at such TAD.
7. Ensure that the waste disposal Transporter provides completed shipping documents, hereinafter referred to as "Bills of Lading," for all non-hazardous waste removal from Owner property. A Bill of Lading must accompany each waste shipment and must include information regarding the quantity and type of waste, the waste transporter name and the date of removal from the property.

Transportation Requirements:

1. Arrange that the waste disposal Transporter providing waste transportation services possesses a valid Waste Hauler's permit issued pursuant to the State regulations.
2. Package and transport of all waste shall be in accordance with the applicable sections of the Department of Transportation (DOT) regulations.
3. Transporter and delivery site shall provide proof of delivery of the material to the Owner.

END OF SECTION 02 83 19

DIVISION 06 WOOD AND PLASTIC

06 10 00 ROUGH CARPENTRY

Summary:

1. The Contract Documents shall govern Work of this section. Provide materials, labor, equipment and services necessary to furnish, deliver and install all Work of this section as shown on the drawings, as specified herein and/or as required by job conditions to produce the intended product result.

Submittal:

1. Product data for prefabricated structural wood items indicated on drawings

Reference Standards:

1. Provide lumber as graded by West Coast Lumber Inspection Bureau (WCLIB), Western Wood Products Association (WWPA) or Southern Forest Products Association (SFPA).

Materials:

1. Lumber
 - a. Timber framing (as required for repair/concealed) - match existing and insure, 15% maximum moisture content at the time of dressing. Assume all timber to be white oak.
 - b. Rough lumber (as required for new construction/concealed) - species as graded by one of the above associations, intended for structural use, No. 2 or better, and meeting stress grading requirements of $F_b=1200$ psi minimum, $E=1,500,000$ minimum and having 19% maximum moisture content at time of dressing. Rough lumber abutting or embedded in masonry shall be treated for decay resistance.
2. Accessories
 - a. Nails - Hot-dipped galvanized steel, common wire nails shall be used for concealed Work only. All other Work shall be done using appropriately sized reproduction nails as manufactured by Tremont Nail Company and as approved by the Architect.
 - b. Bolts - All bolts (or other similar non-historic fasteners) required shall be used in concealed locations or used when they are to be concealed in the finished Work by the use of wood plugs as indicated on the drawings or used when they will be concealed in the finished Work by an approved method or as indicated on the drawings.
 - c. They shall be standard galvanized steel, square head machine bolts or carriage bolts, with square nuts and cut washers. Anchors that require embedment in masonry or that might reasonably be exposed to water shall be stainless steel.
 - d. Wood screws - Ceramic coated screws, Primeguard® or NoCoRode® brands or equal, shall be used in concealed locations only or used when they will be concealed in the finished Work by an approved method or as indicated on the drawings.
 - e. Structural screws - TimberLok ®brand, or as indicated on the drawings

Execution:

1. Existing dimensional lumber and plywood, previously installed as a temporary stabilization treatment, shall be removed and discarded.

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2. Grounds, blocking, furring, etc. shall be provided as required to properly support rough and finished work, including the work of other trades, as reasonably inferable, whether indicated on the drawings or not.
3. Rough carpentry shall be securely fastened together as required by governing code and recommended industry standards.
4. Install all work level, plumb and true.
5. Rough carpentry shall be secured to masonry with countersunk bolts or other approved fastener in expansion sleeves or epoxy adhesive. Such fastening shall not exceed 16" o.c. unless otherwise indicated on the drawings.
6. Dutchman repairs (patching or piecing in), as required, shall be executed by removing area of deteriorated wood down to solid wood. The patch member shall match the subject timber in kind and allow for a joint fit within 1/16" tolerance.
7. Splicing repairs (scarfing or lapping), as required, shall be executed by severing the deteriorated member at the point of adjacency to solid wood. The solid wood in the location of the joint shall be then cut back to allow for an angled scarf joint or squared half-lap joint which is secured with lag screws or TimberLok® screws to allow for 50% penetration into the secondary member.
8. Significantly deteriorated, damaged or missing timbers shall be replaced. The replacement member shall match the existing or adjacent members in kind. No rotten or otherwise deteriorated wood shall be reused in the finished product.

END OF SECTION 06 10 00

06 20 00 FINISH CARPENTRY AND ARCHITECTURAL WOODWORK

Summary:

1. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary to furnish, deliver and install all Work of this section as shown on the drawings, as specified herein and/or as required by job conditions to produce the intended product result.

Submittals:

1. Shop drawings -- full scale sections of all standing and running trim
2. 6" x 6" samples of wood(s) indicated for Architectural woodwork (interior and exterior standing and running trim)
3. Sample set of reproduction nails intended for use in exposed locations in sizes appropriate to specific application(s) as manufactured by Tremont Nail Company

Reference Standards:

1. Provide lumber as graded by West Coast Lumber Inspection Bureau (WCLIB), Western Wood Products Association (WWPA), Southern Forest Products Association (SFPA) or Northeast Lumber Manufacturer's Association (NELMA).
2. Comply with Architectural Woodwork Institute (AWI) "Architectural Woodwork Quality Standards" (2005), Standing and Running Trim, Section 300, Premium Grade.
3. Comply with Architectural Woodwork Institute (AWI) "Architectural Woodwork Quality Standards" (2005), Ornamental/Historic Work, Section 700, Premium Grade.

Materials:

1. Lumber
 - a. General - shall be the best of its respective kind as suited for the particular purpose intended, free of loose knots or other imperfections that might impair its strength, durability or appearance. Shall be trademarked and graded in accordance with the rules of the association under whose jurisdiction it is manufactured. Moisture content shall not exceed 12% and under no circumstances shall finger-jointed materials be used.
 - b. Exterior trim - Spanish cedar or mahogany (or approved equal), STK (small tight knots), finger-jointing not acceptable, sizes as shown.
 - c. Interior trim - Standing and running trim, window and door casings, baseboards, etc. shall be clear, premium grade poplar unless otherwise indicated on the drawings, finger-jointing not acceptable, sizes as shown
1. Accessories
 - a. Nails - Common steel wire nails shall be used for concealed interior Work only. All other interior Work shall be done using appropriately sized reproduction nails as manufactured by Tremont Nail Company and as approved by the Architect. Stainless steel wire nails shall be used for all exterior Work.

- b. Wood screws – Trim head screws are acceptable for concealed interior Work only. Ceramic-coated screws, Primegaurd® or NoCoRode® brands or equal, shall be used for concealed exterior Work or used when they will be concealed in the finished Work by approved method or as indicated on the drawings.

Execution:

1. Produce finished carpentry in the best manner and method(s) known to the trade. As a standard of quality, woodwork shall be furnished and installed as "Premium Grade" as defined in the publication "Quality Standards of the Architectural Woodwork Industry" of the Architectural Woodwork Institute. Only first class materials and Workmanship are permissible in the execution of the Work.
2. Fabricate and assemble all Work at the shop insofar as possible and deliver ready to set in place. Mortise, tenon, dowel, biscuit-join, block and glue together wood elements to the maximum extent possible to avoid the use of nails as much as possible. Moldings shall be cleanly cut, sharply defined and all joints cleanly made and tight.
3. Plan standing and running trim Work to minimize the number of joints. Do not use pieces less than 36 inches except where necessary. Stagger joints in built up members, use diagonal scarf joints in running trim. Cope joints at inside corners, and miter joints at outside corners. The maximum extent possible, biscuit-join joints in standing and running trim. Return exposed ends of trim back to the wall surface.
4. Install all Work level, plumb, true and aligned with adjacent materials. Use concealed shims where necessary for alignment.
5. Back prime all new exterior materials or existing materials to be reused prior to their installation.
6. Countersink fasteners. Fill surface flush and sand where face fastening is unavoidable.

END OF SECTION 06 20 00

06 90 00 WOOD RESTORATION

Summary:

1. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary for the restoration of rotten, deteriorated or damaged wood with epoxy consolidant and wood replacement compound.

Reference:

1. The Preservation of Historic Architecture: The U.S. Government's Official Guidelines for Preserving Historic Homes. The Department of the Interior, Guilford, CT: The Lyons Press, 2004

Materials:

1. Manufacturer – ABATRON, INC., 5501 – 95th Ave., Kenosha, Wisconsin 53144, www.abatron.com, 800/445-1754/ fax 262/653-2019
2. Wood Consolidant - LiquidWood® low viscosity, penetrating epoxy compound
3. Wood Replacement Compound - WoodEpox® lightweight, thixotropic epoxy adhesive paste

Execution:

1. In reasonably sound wood, repair damaged surfaces with Dutchman-type patches. They shall be executed by removing the area of damaged or deteriorated wood to a clean smooth surface. Dutchman shall be pieced-in, glued tightly in place and rendered flush with the adjacent material. The patch member shall match the subject timber in kind and allow for a joint fit within 1/16" tolerance.
2. No rotten or otherwise deteriorated wood shall be reused in the finished product.
3. In unsound/moderately deteriorated wood, repair using epoxy consolidant and wood replacement compounds. Verify that these areas to be repaired are dry and free of paint, dirt, grease, wax, debris and the like.
4. Wire brush loose wooden material from surfaces, or use vacuum or other means for complete cleanliness, if necessary.
5. Protect adjacent surfaces from spills with masking tape, plastic sheeting and the like.
6. If deterioration is more than superficial, drill small holes, approximately 1/8 inch in diameter, into areas to be consolidated, being careful not to drill completely through the wood.
7. Environmental Requirements for mixing application of consolidant and wood replacement compound
 - a. Products are to be applied to dry substrate (moisture content of wood below 20%).
 - b. Temperature must be 50°F or higher, use supplemental heat source as required.
 - c. Work must be protected from contact with water.
8. Wear protective clothing and gloves as noted in manufacturer's material safety data sheet.

9. Mix materials in accordance with manufacturer's product labels and instructions.
10. Applying epoxy consolidant
 - a. Apply consolidant according to manufacturer's instructions.
 - b. Where only the surface of the wood to be restored is rotted or deteriorated, the consolidant can be applied by brushing. More than one application is recommended to thoroughly consolidate the wood.
 - c. Where deterioration extends beyond the surface of the wood, pour the consolidant directly into holes drilled into the wood using an applicator such as a plastic bottle with a narrow spout or syringe. Wait for the consolidant to be absorbed into the wood. Follow with additional applications of consolidant until the wood is saturated and no more consolidant is absorbed.
 - d. Brush out excess consolidant on surface of wood making sure the surface is thoroughly saturated.
11. Applying wood replacement compound
 - a. Apply mixed compound according to manufacturer's instructions. To color the compound, pigments can be worked into it as it is being mixed.
 - b. Apply compound to areas that have been consolidated. Apply compound when consolidant is tacky and not completely hardened.
 - c. On wood that is sound or wood that has been previously consolidated, apply a primer such as ABOKOTE 8006-1 to the wood before applying the compound.
 - d. Compound can be pressed in place, troweled, or pressed into a form. Repaired area should be slightly over-filled so it can be sanded or planed after hardening to meet the contour of the surrounding wood. Apply more compound if there are voids or depressions after smoothing.
 - e. After hardening 12 hours or longer, the compound can be sanded, planed and carved to correspond to the contour of the surrounding wood, painted or stained as specified by the Architect.
 - f. After hardening 24 hours or longer, the compound can be painted or stained as specified by the Architect.
12. Hardened consolidant and wood replacement compound should be tack-free and firm to the touch.
13. Restored wood shall be compact and capable of being sawn, planed, sanded, nailed with carpentry nails and otherwise Worked like wood.
14. Restored wood shall retain paint and/or stain. Backprime all exterior materials to be painted prior to their installation.
15. Where wood replacement compound has been applied, the material shall form a permanent seamless bond with the wood

END OF SECTION 06 90 00
END OF DIVISION 06

DIVISION 07 THERMAL AND MOISTURE PROTECTION

07 21 23 GUTTERS AND DOWNSPOUTS

Summary:

1. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary to provide gutters, downspouts and accessories in locations indicated herein.

Reference Standards:

1. Comply with the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) "Architectural Sheet Metal Manual" for each category of Work.

Submittals:

1. Product data for each product to be used for gutter and downspout installation.

Materials:

1. Gutters and downspouts - 16 oz. copper, 6" diameter, half-round gutters and 4" diameter smooth round downspouts.
2. Solder shall be 65-35 tin-lead alloy.
3. Flux shall be zinc-chloride/ammonium-chloride blend.
4. Copper stamped shank hangers for nailing to the decking (spaced @ 24" o.c.) - copper circles, spring clips and rack-and-key mounts.

Execution:

1. Install gutters with appropriate slope to discharge water.
2. Assemble gutter and downspout with soldered seams.
3. Install gutters to allow for metal expansion; straight runs shall have joints spaced a maximum of 30 feet apart.
4. Mounts shall be set in mortar joints, not stone.

END OF SECTION 07 21 23

07 30 00 COMPOSITE SLATE TILES

Summary:

1. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary to provide new composite slate roofing and accessories.
2. The work of this section includes
 - a. Roof substrate
 - b. Roof underlayment
 - c. Fasteners
 - d. Metal flashing(s) and metal roof edging associated with composite slate tile roofing
 - e. Composite slate roofing
 - f. Snow guards

Reference Standards:

1. Comply with the Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) "Architectural Sheet Metal Manual" (current edition).
2. National Roofing Contractors Association (NRCA) "Roofing and Waterproofing Manual" (Current Edition)

Submittals/Mockups:

1. Product data for each product to be used in re-roofing.
2. Composite slate tile manufacturers installation instructions documenting proper preparation and installation procedures.
3. Provide a mock-up for evaluation of roofing application and workmanship.
 - a. Include all products to be used in final roof installation (e.g. underlayment, fasteners, metal edging (if required), valley flashing, etc.)
 - b. Do not proceed with remaining work until approved by Architect.
 - c. Refinish mock-up area as required to produce acceptable work.

Delivery, Storage and Handling:

1. Move and store slate tiles in the distributor's labeled, unopened shipping container.
2. Avoid unnecessary exposure of the product to the weather prior to installation.
3. Store product on a flat stable surface.
4. Store product otherwise according to manufacturers requirements.

Materials:

1. Roofing substrate
 - a. 5/4 x 6 (nominal) , tongue-and-groove, solid wood sheathing
 - b. Douglas Fir No. 2 grade or better

2. Roof underlayment
 - a. Roofing felt shall be 30 pound per square foot felt in accordance with slope of application as recommended by composite slate tile manufacturer.
 - b. Ice and water membrane shall be film-surfaced, self healing, leak barrier complying with ASTM D 1970
3. Composite slate tiles
 - a. Classic Slate as Manufactured by Inspire Roofing Products or approved equal
 - b. Composite slate tile accessories shall include
 - i. Starter composite slate tiles (to match selected field tile color)
 - ii. Composite slate ridge tiles matching roof slope(s) (to match selected field tile color); ridge is to be unvented.
 - c. Color shall be Mist Grey 803
4. Fasteners
 - a. Stainless steel type 304, ring shank fasteners with 3/8" minimum flat head that will achieve 3/4" steel ring shank fasteners with 3/8" minimum flat head that will achieve 3/4" penetration minimum
5. Metal flashings and roof edgings (including but not limited to step flashings, apron flashings, valley flashings, counter flashings)
 - a. Sheet copper shall be 16 oz.
 - b. Flux shall be zinc-chloride/ammonium-chloride blend
 - c. Solder shall be 65-35 tin-lead alloy
6. Snow guards
 - a. Berger Building Products model SGC100
 - b. Copper

Execution:

1. Remove existing roofing materials, flashings, board battens and all residual fasteners from rafters. Retain existing counter flashings to the extent possible.
2. Install new roofing substrate (decking), uniformly flat, smooth and free of irregularities. Verify that substrate is sloped for drainage and completely anchored to sound framing.
3. Scribe and install shims to the tops of existing rafters only as required to successfully join substrate boards or panel, and to create a uniform and flat surface for the installation of tiles in accord with manufacturer's requirements.
4. Clean deck completely of foreign particles.
5. Install ice and water leak barrier as follows:
 - a. 36 inches wide centered on valleys
 - b. 26 inches beyond interior face of warm exterior wall
 - c. 24 inches along rake edges prior to roof edging installation
 - d. 24 inches around roof penetrations
 - e. 36 inches centered on roof ridge(s)
6. Install roof felt as follows:

- a. Install perpendicular to the roof's slope in parallel courses.
 - b. Half-lap the width of successive courses to create a double coverage over the entire roof area.
 - c. Side-laps should be 6" minimum and stagger end laps of successive courses 72" minimum.
 - d. Lap edges of felt over self-adhering ice and water barrier no less than 3" in direction to shed water (felt underlayment should not be placed under the self-adhering ice and water barrier).
 - e. Lap ends of felt no less than 6" over self-adhering ice and water barrier.
7. Fabricate and install metal flashing and roof edging according to Sheet Metal and Air Conditioning Contractors' National Association (SMACNA) "Architectural Sheet Metal Manual" that apply to the design, dimensions, metal, and other characteristics of installation indicated, and as follows:
 - a. Where valleys are indicated to be "open" install a minimum of 18" wide aluminum "W"-type valley and fasten the valley every 2" using metal cleats (flashing must be lapped by composite slate installation by a minimum of 4").
 - b. Roof edgings shall have an "L"- type profile and shall be installed at eaves only.
 - c. All exposed edges of metal flashing and roof edging must have a hemmed edges.
 - d. Imbed step flashings with every course of slate tile at all sidewall conditions (including chimneys).
8. Layout and install composite slate tiles according to manufacturer's requirements and guidelines, and as follows:
 - a. Starter tiles should hang past eave roof edging no more than 1/2". The gap between starter tiles should be approximately 1/4".
 - b. The first course of slate should be installed even with the butt edge of the starter course.
 - c. The joints between the starter and first course and all succeeding courses should be a minimum of 2". This ensures that nails are covered by the next course and no through joints from roof surface to underlayment are exposed.
 - d. Install field tiles in straight, uniform courses with 6" maximum exposure.
 - e. Keep roof area clean of debris for the duration of installation.
9. Layout and install copper snow guards according to manufacturer's requirements and guidelines.
 - a. Install three rows of guards at 24" on-center at the roof eaves.
 - b. First row will be located two feet upslope from the roof's edge.
 - c. Second row will be located 24" above and offset 12" from the first row
 - d. Third row will be located 24" above second row and aligned with first row resulting. The three rows together shall create a diamond pattern.

END OF SECTION 07 30 00

07 92 00 SEALANTS

Submittals:

1. Product data for each product to be used

Materials:

1. Exterior sealant (wood to wood) - Caulk all weather-exposed junctures of wood-to-wood at all weather-exposed joints around window, door and other openings. Provide color by location and application as approved by the Architect. Select the appropriate sealant from the following:
 - a. Polyurethane sealant, OSI ® Quad Pro-Series®
 - b. Dynatrol II; Pecora Corporation.
 - c. Or other approved single-component, non-sag one-part urethane product
2. Compressible backer rod- of size and material type that is nonstaining and compatible with joint substrates and sealant as indicated by sealant manufacturer.

Execution:

1. Install products in strict accordance with manufacturers general and installation requirements.
2. Install backer rod for gaps exceeding 1/4" wide by 1/4" deep (use for both types of sealant). Note: This requirement may exceed and thereby replace manufacturer's recommendations.
3. Install backer rod 2" back from face of stone or wood (use for both types of sealant).
4. Prime the side of the wood and hold the bed mortar sealant 1" back from the face of the stone in preparation for final pointing within a different project.
5. Install the oil-based mortar from the bottom and Work upwards.

END OF SECTION 07 92 00

END OF DIVISION 07

DIVISION 09 FINISHES

09 91 00 PAINTING AND STAINING

Summary:

1. Work of this section shall be governed by the Contract Documents. Provide materials, labor, equipment and services necessary to provide and install all Work of this section as shown on the drawings, as specified herein and/or as required by the job conditions.
2. Section includes the application of painted finishes to new and restored plaster and woodwork

Reference Standards:

1. It shall be assumed that the majority of deteriorated paint is Lead Based Paint (LBP). All remediation shall be in strict accordance with all applicable Federal and State lead-safety regulations. It is not the intent of this section to define or require a LBP abatement project or LBP hazard abatement project as may be defined by the Department of Environmental Protection and the New Jersey Lead Hazard Evaluation and Abatement Subcode.

Materials:

1. All materials shall be non-toxic, lead-free and shall be low VOC. Paint removal shall be an incidental part of the project.
2. Exterior Primer -Manufacturer's best quality, oil based, by Sherwin Williams. Tinted to tone of finish.
3. Exterior Paint - Sherwin Williams "Emerald" brand, custom color and finish to be selected by Architect and/or Owner.

Execution:

1. Area of Work should be clean and dust free prior to the application of paints or stains and maintained clean and dust free for the duration of the Work.
2. Follow manufacturer's recommendations for the storage, use and appropriate environmental conditions required for application and of all products used in the Work.
3. Follow manufacturer's recommendations for cleaning and preparation of each substrate involved.
4. Loose, peeling paint shall be removed manually by a stiff brush. Scrape, clean and prepare surface for repainting.
5. Prior to their installation, back prime all new materials and existing materials to be reinstalled that are to be painted in the completed Work
6. Prime all surfaces exposed existing surfaces prior to opaque finish.
7. Seal all knots with shellac to prevent bleed-through.

Mount Bethel Methodist Church - Structural Repair and Roofing Replacement

8. For existing surfaces, remove all peeling paint, loose and deleterious materials. Provide barrier coats over incompatible primers or remove and re-prime.
9. Remove and/or protect all hardware, accessories, equipment, devices, fixtures, etc. prior to painting or staining; and replace/uncover after completion.
10. Protect floors, cabinets and all other Work from paint and stain.
11. Perform all Work necessary to carry out the proper removal and disposal of all lead-contaminated waste, in accordance with all applicable laws, codes, rules and regulations.
12. Painting and Staining Schedule:
13. Colors to be selected by the Owner and Architect
14. Exterior trim and woodwork (painted)
 - a. 1 coat primer/scaler
 - b. 2 finish coats(assume a two color palette)

END OF SECTION 09 91 00

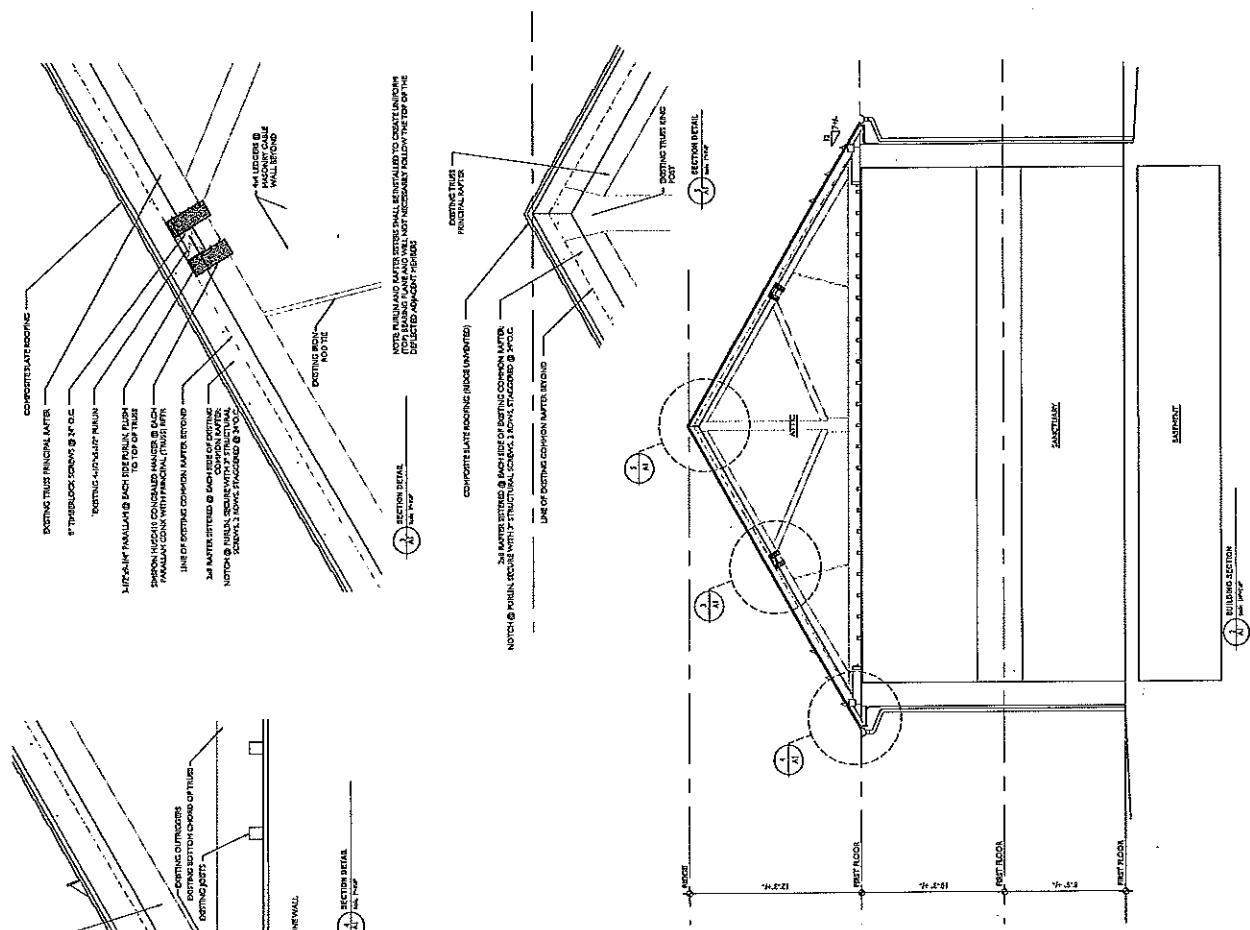
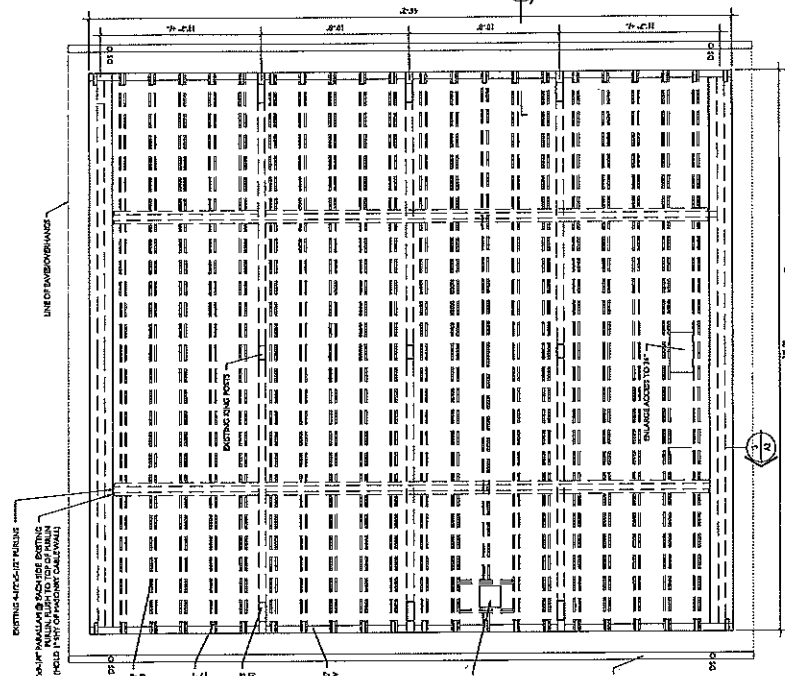
END OF DIVISION 09

END OF SPECIFICATION

Owner/Applicant City of New York Department of Transportation 15 West 44th Street New York, NY 10018	List of Drawings A1 PLAN, SECTION AND DETAILS A2 REVISIONS DETAILS	Project REPLACE 20' DIAMETER MANHOLE AND ROOFING REPLACEMENT PROJECT	Consultants ARCHITECT: SHEPHERD HUNTER ARCHITECTURAL LLC 100 West 42nd Street 24th Floor New York, NY 10018-3600 (212) 325-5337
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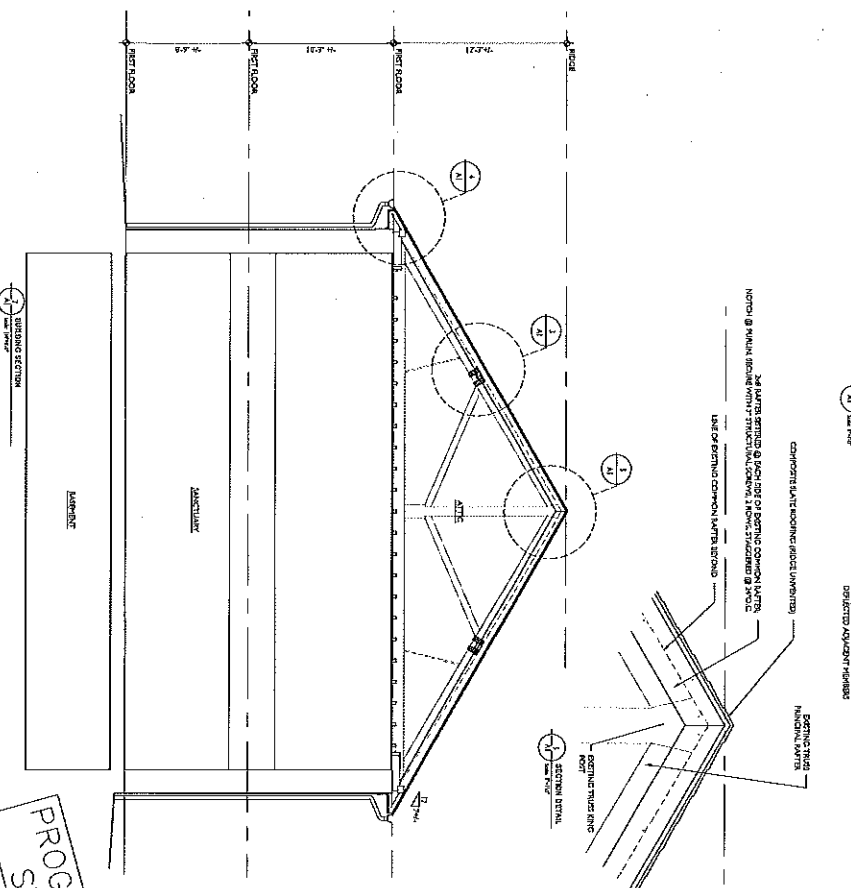
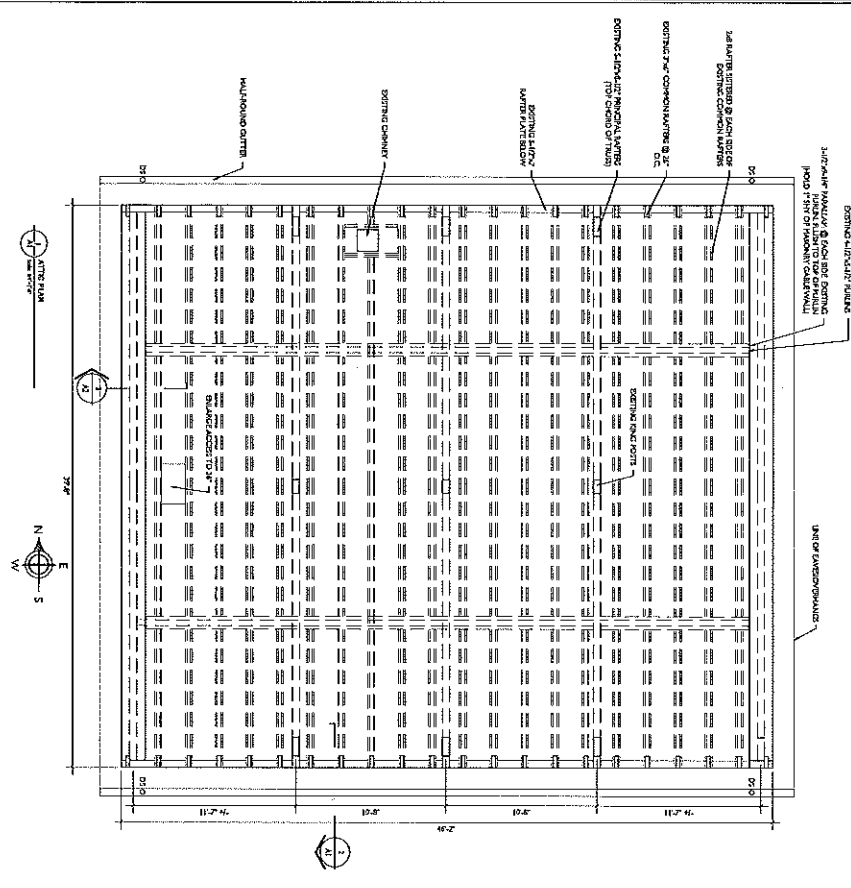
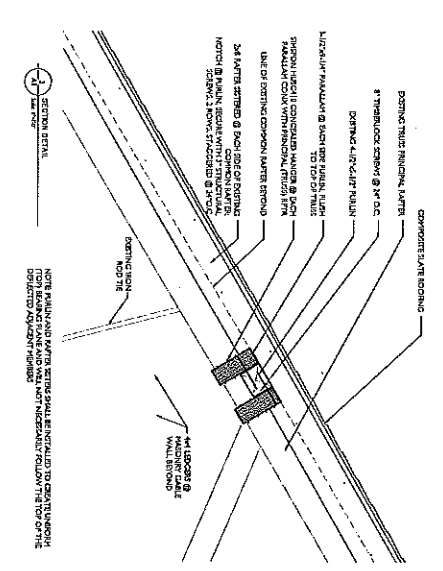
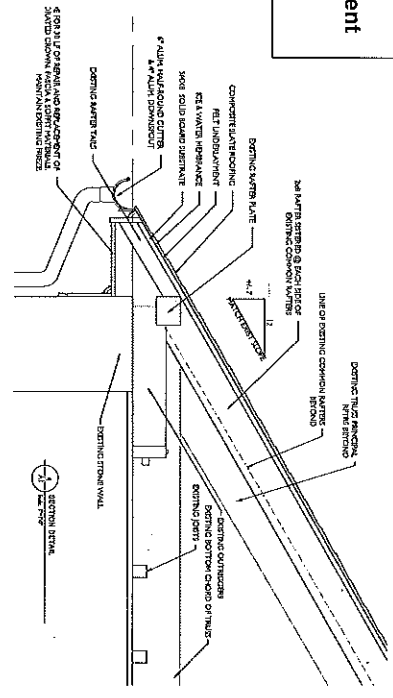
Consultants
ARCHITECT:
BOLLEAUC ARCHITECTURE, LLC
Michael J. Bolleau, RA, AIA
20 Maryland Drive
Pittsford, New Jersey 08855-7900
Phone: 732-531-1100

Project



Mount Bethel Methodist Church Structural Repair and Roofing Replacement 350 Mount Bethel Road Port Murray, New Jersey 07865

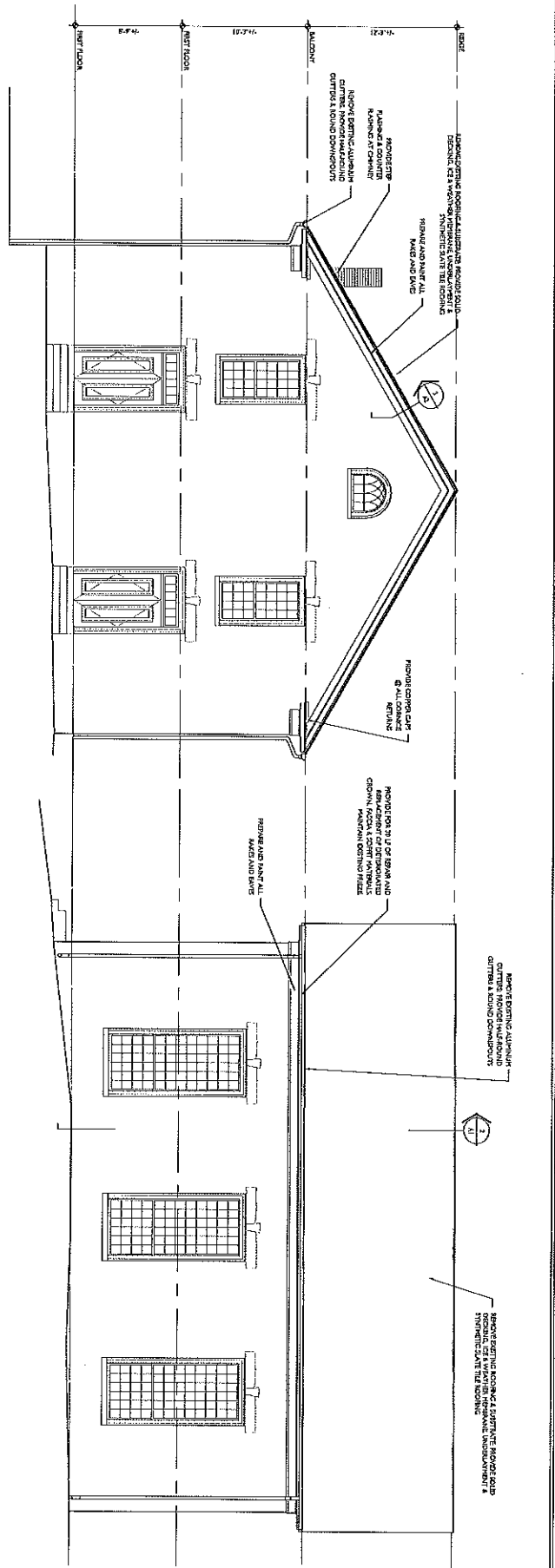
Owner/Applicant	List of Drawings
The Mount Bethel Methodist Church 350 Mount Bethel Road Port Murray, NJ 07865	A1 PLAN SECTION AND DETAILS A2 ELEVATION, DETAILS
Project	Consultants
THE PROJECT IS A STRUCTURAL REPAIR AND ROOFING REPLACEMENT PROJECT	ROBERTSON ARCHITECTURAL, LLC 1100 N. 10TH STREET, SUITE 100 HIGHTSTOWN, NEW JERSEY 08520 PHONE: 609.426.1100 FAX: 609.426.1101 WWW.ROBERTSONARCHITECT.COM



PROGRESS SET

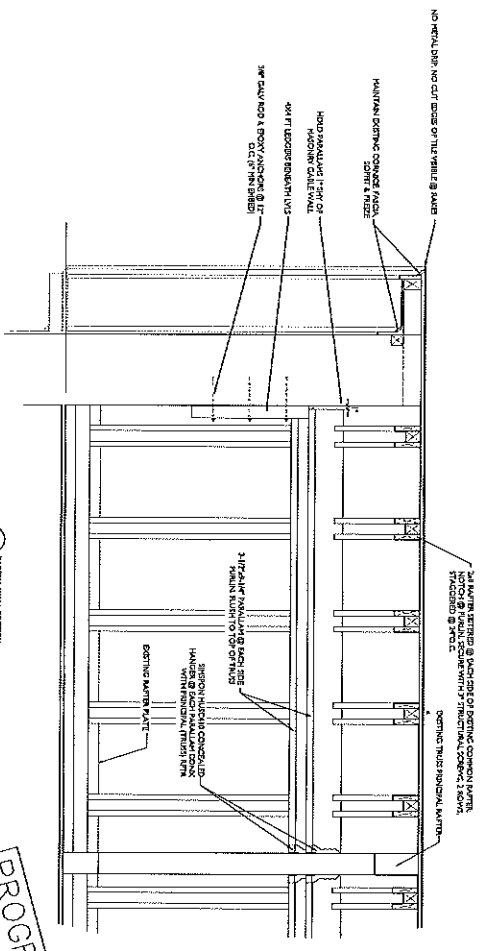
Mount Bethel Methodist Church
 350 Mount Bethel Road
 Port Murray, Warren County, NJ 07865
 Block 901, Lot 23





WEST ELEVATION

EAST ELEVATION



PARTIAL WALL SECTION

PROGRESS
SET

A2

Mount Bethel Methodist Church
350 Mount Bethel Road
Port Murray, Warren County, NJ 07885
Block 901, Lot 23

ARCHITECTURE
P.O. Box 1000
Port Murray, NJ 07885
Tel: 609.735.1234