

E C L E C T I C ARCHITECTURE LLC

FINE DESIGN & HISTORIC PRESERVATION

MEETING MINUTES

Project: Mount Bethel Methodist Church Phase II
Meeting Date: **December 11, 2018**
Location: site meeting
Preparation Date: December 11, 2018
Re: Project Meeting

Base Contract Amount: \$148,148.53
Adjusted Amount: \$0
Total Contract Amount: \$148,148.53
Notice to Proceed: July 12, 2018
Contract Completion Date: October 12, 2018
Extension of Time: 0 Days

Attendees:

Larry Weintraub	(LW)	Eclectic Architecture (EA)
Mitch Kunzman	(MK)	Kunzman Construction (KC)
Dena Hrebenak	(DH)	Mansfield Township (MT)

Meeting started at 11:00 AM, concluded at 11:25 AM

New Business 12/11

- 5.01 MK indicated that the tenons at the bottoms of the south side main window jambs are severely rotted. He requested to shear these tenons off and to just slide the new Cedar sills in place rather than to notch the new sills to receive the tenons. LW to follow up with M. Margulies and confirm.
- 5.02 MK indicated that the rotted sill at the west end north façade main window was more severely rotted than anticipated and had been repaired some time ago with an applied continuous face board. MK intends to replace the entire sill, stating further that he believes that the specifications called for “repair or replacement as required”, and thus this cost should be included. MK to confirm. However, the replacement of the center concrete sill may require a change order. MK to confirm.
- 5.03 The bat guano still has not been addressed, though it is believed that that bats are now in hibernation. MK suggested applying plywood to the attic floor, so as to work to fill the bat holes up there, and to prevent guano from falling to the floors. LW suggested just using sheet plastic for now, and plugging the holes from the inside or outside, whichever is more easily accessible. MK indicated that a 40 extension ladder would be required to fill the holes along the bottom of the south side frieze board. Further discussion warranted. DH to follow up with the Township position on remediation measures.

- 5.04 It was observed that (5) five of the (6) lower window sash had been fully glazed and that the painting of the interior faces was nearly complete. The putty is still curing and should be available to be painted soon. MK indicated that the cellar temperatures were being maintained above 40 degrees so as to allow for proper curing of the putty.
- 5.05 MK indicated that the new south side cellar sash was in production and might be finished sometime next week.
- 5.06 It was observed that the re-roofing and flashing of the north side entry structure has not yet commenced.
- 5.07 DH expressed concern about the tethering of the south side scaffolding tarping to the roof gutter and brackets as this attachment could cause further damage to the gutter assembly. LW suggested that the current gutter assembly has been failing most likely because of the overall length and the inherent weakness of aluminum for the gutter and brackets. LW further suggested that replacing the current assembly with galvanized half round guttering and steel brackets could remedy the situation.
- 5.08 MK indicated that he is still waiting for EA to review the shop drawings submitted for the storm windows via email on 11/27/18. MK stated that the shop drawings require CAD software to open and to print out. LW to follow up with M. Margulies, who received the original email with the shop drawings attached.

Old Business 12/04

- 4.01 MK stated that change order confirmation was needed regarding the installation of step roof counter flashing at the north side entry structure, given that the contract plans showed a straight line masonry face cut counter flashing strip at each roof slope. LW to follow up with Michael M. to confirm authorization and report back. **Open.**
- 4.02 MK confirmed that he intends to infill the rotted area of the west end north façade main window wood sill rather than replace the entire sill. **Open. Entire sill needs replacement, may be included as part of original contract. MK to confirm.**
- 4.03 MK stated that change order confirmation was needed regarding the installation of a new monolithic Cedar wood sill at the center main north façade window as that sill is made of concrete, and the contract drawings do not indicate replacement. Each custom sill costs \$600 to fabricate plus installation. LW to follow up with Michael M. to confirm authorization and to report back. **Open.**
- 4.04 LW handed out copies of meeting minutes from the 11/27/18 site meeting. Also handed out were drawing copies of the redesigned north façade cellar window. Given the recent field measurements taken, it was discovered that the sash is actually 9" wider than had been drawn. This would indicate that the sash should be reproduced with (10) ten 8" x 10" panes, instead of (8) eight panes, as had been drawn. MK stated that the sash could now be fabricated within one week. **Open.**
- 4.05 It was observed that the re-pointing brick masonry work to the chimney had been completed. **Closed.**
- 4.06 It was observed that the three lower main window sash at the south façade had been removed and that plywood had been secured to the openings. Work is continuing on re-glazing all of the main window bottom sash inside the basement work area. Of the six total lower sash, the re-glazing of 2-1/2 sash have been completed, with 1-1/2 more sash expected

- to be completed this week. LW explained that the Dap33 glazing putty specifications require 2-3 weeks of curing time at a constant 40-90 degree environment to successfully apply primer and paint to the sash, or Dap cannot warranty proper paint adhesion. MK expressed his intention to follow the specifications. **Closed.**
- 4.07 It was observed that the heating oil supply and vent piping had been removed from the existing cellar window and successfully relocated as specified through the east side wall and powder room at the north side entry structure. **Closed.**
- 4.08 MK indicated that the custom monolithic Cedar wood sills had been picked up this morning from Houston Lumber & Supply and have yet to be prepared and installed. **Closed.**
- 4.09 MK stated that confirmation is still needed if compressible "sill sealer" is desired to be set underneath the new Cedar wood sills so as to provide a moisture break between the masonry and the wood. LW to follow up with Michael M. and report back. **Open. MK to employ sill sealer.**
- 4.10 It was observed at the south façade that it had been completely covered with scaffolding and heavy plastic sheeting to retain the temporary heating while the masonry re-pointing work is underway. Rob the mason indicated that the work was nearly complete as the weather had been warm on Sunday and Monday. However, the forecast is for below freezing temperatures in the coming days, the sun angle is quite low to generate much natural heating inside the scaffolded area, and MK indicated that the temporary heating units would be shut down for the evening. MK stated that Rob will warranty the re-pointing work should any failure(s) occur due to the less than ideal application temperatures. **Open.**
- 4.11 It was observed that no additional work had been performed at the west façade. **Open.**

Old Business 11/27

- 3.01 LW issued specifications to MK for a restoration tar remover product as had been requested (Prosoco brand "Sure Klean" asphalt & tar remover). Also furnished, an illustration and detail for the preferred method of flashing the side entrance roof to the side stone wall of the building. MK confirmed that aluminum flashing was specified. Upon careful inspection, it appeared possible that the new flashing could cover nearly all of the existing applied roofing tar and thus the remover may not be necessary. It was agreed that all flashing to be regletted into existing mortar joints, no stone faces to be cut. **Open.**
- 3.03 MK indicated that the north side window sills needed work not necessarily described in the specifications. The center north window has a concrete sill, which he is assuming should be replaced with a solid Cedar sill as is being done for the 3 windows at the south façade. Also observed at the north side, the sill at the eastern most window has considerable rot at one area and should be repaired or replaced. LW suggested a Dutchman repair, rather than a replacement, depending upon how deteriorated the sill is upon closer inspection. **Open. Entire west end sill needs replacement, may be included as part of original contract. MK to confirm.**
- 3.05 MK stated that he would prefer to keep the upper main sash in place to route the bottom of the meeting rails to accept the steel reinforcement bars. MK explained that the bottom meeting rail would be "jacked-up" to achieve a level plane to route and insert the steel bars. PW and LW raised concerns about the "jacking" process. If the entire upper sash is not freed up and made loose prior to the jacking process, it is speculated that the vertical muntin bars

- could fracture. MK insisted that he will be sure to break any existing paint or sealant and free up the upper sash prior to the jacking and routing process. **Open.**
- 3.08 It was observed that all three main window concrete sills had been fully removed at the south side of the building. MK asked if any form of sill sealer should be inserted between the bottom of the new Cedar sills and the top of the stone masonry opening. MK intends to back prime all surfaces of the new sills. LW to follow up with M. Margulies, to confirm any application of sill sealer. **Open. Mike confirmed employment of the sill sealer.**
- 3.10 MK declared that he will be completing most of the exterior related work soon and that the bat guano issues must be resolved in a timely manner for him to commence the interior work. PW indicated that the Township has reached out to a bat exterminator, and that he has inquired of the Township regarding that inquiry, but that no response has yet been issued. LW suggested that plastic sheeting could be stapled to the bottom of the ceiling joists where the bat guano below is evident, so as to prevent further droppage to the floor areas. PW volunteered that if the Township would confirm proceeding with this proposal that then he and his staff could clean the guano themselves. PW to continue follow up with the Township to determine how to proceed. **Open.**
- 3.11 Given the cut-outs from the former stair pipe railing mounting plates at the west side south doorway entry plank jamb faces, MK indicated that he would prefer to replace the existing vertical ogee brick mouldings with new mouldings to match the existing profile. LW indicated that such replacement would require confirmation of available matching profile cutter blades, and then to carefully scribe the edge of the mouldings against the irregular vertical mortar planes at each side. This could be more labor intensive, and more costly than just performing epoxy filler repairs. Upon inspection of the brick mouldings, LW determined that they appear to be in good condition otherwise, needing only minor wood putty filler at raised grain areas and thus restoration epoxy putty filler should be employed at the cut-outs to replicate the moulding profile. BK indicated that he would thus be required to provide a temperature controlled environment to apply the putty and for proper curing. It might be possible to remove the existing brick mouldings and perform the putty repair work in a shop environment and then reinstall the mouldings when completed. **Open.**
- 3.11 All wood surfaces at the windows and doors at the west side of the building appear to have been stripped, prepped and primed, except for the two upper window sills which require some in place epoxy putty repairs. **Open.**

Old Business 11/13

- 2.01 MM stated that the change order request for time send via email on 11/11 would be reviewed by the Township. **Open**
- 2.02 The door to the bump-out is severely deteriorated. PW stated he would replace the door at the direction of MM. MM noted the aluminum storm door remnants needed to be removed. **Open**

Old Business 11/6

- 1.02 The project is continuing past the contracted date of completion which was to be three months from the date of notice to proceed. According to MK, the schedule has been delayed

due to the bat guano inside the building and the masonry change order. MM stated that there needs to be a Construction Schedule submitted and any paperwork explaining the delays and a change order request for a schedule extension if necessary. MM asked that this be addressed immediately due to the fact that the contract stipulates \$250 per day liquidated damages. **Open**

11/13 – MK talked through work still needing to be completed. MM stated that there must be clear justification for the request for more time, especially for uncompleted tasks that did not appear to have anything causing their delay.

- 1.04 MM asked that there be clarifications on how masonry work and painting would be conducted with the dropping temperatures. **Closed. Heat, tarps and scaffolding provided.**
- 11/13 - MK stated that KC would protect work and would never submit a change order request for more money due to the need to protect work from the dropping.**
- 1.07 MK stated some epoxy repairs have been completed but they were not observed. **Open**
- 1.08 No work has been done on the storm windows. MM stated this work also was independent of the bat guano concerns. MK stated he has been trying but was unable to make contact with a storm window company to get work underway. MM stated many projects had been done with Allied Window (800-445-5411) with no issues including one current project. **Open.**
- 1.09 MK stated exterior work would be concluded within a week on the northern bump-out. MM stressed the need for a plan due to the dropping temperatures and that this work also can not be considered delayed due to bat guano. **Open**
- 11/13 – Work was not completed. Open.**
- 1.10 MM stated that, due to the Township cleaning, bat guano conditions are better than they were at the time the KC bid the project. MK stated that the Township needs to clean the interior of bat guano professionally. **Open**
- 1.11 MM stressed the need for all submittals noted in the 10/31 memo. **Open**

The next meeting is scheduled for Tuesday, December 18, 2018 at 11am.

Prepared by Eclectic Architecture, LLC.

Corrections should be reported to our office within 10 working days of the preparation date.

November 2018

- ecctr
- Van Camp Farm
- Work
- US Holidays
- Found in Mail
- kunjmanconstruction@gmail.com
- Contacts
- Holidays in United States
- Jenny-Family

October 2018							November 2018							December 2018							
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	
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21	22	23	24	25	26	27		25	26	27	28	29	30		23	24	25	26	27	28	29
28	29	30	31												30	31					

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
28	29	30	31 Halloween Halloween	1	2	3
4 Daylight Saving Time Ends Daylight Saving Time Ends	5	6 Election Day	7 Diwali	8	9	10
11 Veterans Day Veterans Day	12 Veterans Day (observed) Veterans Day (observed)	13	14	15 12:45 AM New Event 7:00 AM remove glass south side	16 7:00 AM remove glass spouth side	17
18	19 7:00 AM rebuild chimney 8:00 AM paint front door	20 7:00 AM rebuild chimney 8:00 AM paint front door 11:00 AM site meeting	21 7:00 AM paint front door 8:00 AM pointing	22 Thanksgiving Thanksgiving Day	23 Black Friday 7:00 AM new sill 8:00 AM pointing	24
25	26 7:00 AM new sill 8:00 AM pointing	27 7:00 AM new sill 8:00 AM pointing	28 7:00 AM new sill 8:00 AM pointing	29 7:00 AM roof 8:00 AM window bracing	30 7:00 AM roof 8:00 AM window bracing	31

December 2018

eccr

Van Camp Farm

Work

US Holidays

Found in Mail

kunzmanconstruction@gmail.com

Contacts

Holidays in United States

Jenny-Family

November 2018

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December 2018

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January 2019

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Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
26 7:00 AM new sill 8:00 AM pointing	27 7:00 AM new sill 8:00 AM pointing	28 7:00 AM new sill 8:00 AM pointing	29 7:00 AM roof 8:00 AM window bracing	30 7:00 AM roof 8:00 AM window bracing	31 7:00 AM roof 8:00 AM window bracing	1 7:00 AM roof 8:00 AM window bracing
2 Hanukkah 7:00 AM window bracing	3 Hanukkah 7:00 AM window bracing	4 7:00 AM window bracing	5 7:00 AM paint interi- or	6 7:00 AM paint interi- or	7 7:00 AM paint interi- or	8 7:00 AM paint interi- or
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16 7:00 AM paint interi- or	17 7:00 AM paint interi- or	18 7:00 AM paint interi- or	19 7:00 AM paint interi- or	20 7:00 AM paint interi- or	21 7:00 AM glazing	22 7:00 AM glazing
23 Christmas Eve Christmas Eve 7:00 AM glazing	24 Christmas Eve Christmas Eve 7:00 AM glazing	25 Christmas Day Christmas Day	26 Kwanzaa 7:00 AM glazing	27 7:00 AM glazing	28 7:00 AM glazing	29 7:00 AM glazing
30 New Year's Eve New Year's Eve 7:00 AM glazing and storms	31 New Year's Eve New Year's Eve 7:00 AM glazing and storms	1 New Year's Day New Year's Day	2 7:00 AM glazing and storms	3 7:00 AM glazing and storms	4 7:00 AM glazing and storms	5 7:00 AM glazing and storms

Mt Bethel Church
Phase II

SUBMITTAL TRANSMITTAL

TO: Township of Mansfield
Dena Hrebenak Township Clerk
100 Port Murray Road
Port Murray, NJ 07865

DATE: November 25, 2018

PROJECT: Mount Bethel Methodist Church
Phase 11 Repairs

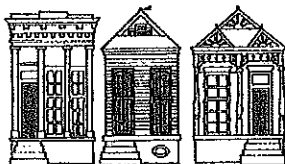
EMAIL: dhrebenak@mansfieldtownship-nj.gov

ITEMS:

Storm Windows

<https://catalog.alliedwindow.com/item/interior-magnetic-storm-windows/magnetic-one-lite-mol-/pn-1001>

REMARKS:



FROM: Mitch Kunzman 908-892-4884
Kunzman Construction, LLC 908-996-7063
238 Oak Summit Road, Pittstown, NJ 08867
kunzmanconstruction@gmail.com

SPECIFICATIONS

“MOL”

MAGNETIC ONE LITE

APPLICATION: INTERIOR INSTALLATION: LIFT OUT SASH

PART 1 – GENERAL

1.1 SCOPE. All aluminum windows of the types and sizes shown in the plans and/or as called for in this specification shall be furnished with all necessary hardware, fasteners and miscellaneous equipment as herein specified and shall be manufactured by Allied Window, Inc. Quality standards shall be as described within these specifications.

PART 2 – MATERIALS

2.1 ALLOYS. Aluminum shall be of commercial quality and of proper alloy for window construction free from defects impairing strength and durability. All straight extruded sections shall be of 6063-T5 alloy and temper and shall have a minimum ultimate tensile strength of 22,000 P.S.I. and a yield of 16,000 P.S.I.

2.2 WINDOW MEMBERS. All sash members shall be of extruded aluminum with a 3/8" x 1" dimension. All extrusions shall be of sufficient strength to perform as designed. Window members shall have a nominal wall thickness of not less than .062". All corner keys shall be of extruded aluminum. High-energy foam-backed magnetic tape shall be applied to jamb rails of removable panel/assembly.

2.3 FASTENERS. All screws and other miscellaneous fastening devices incorporated shall be zinc plated, cadmium plated or other non-corrosive metals compatible with aluminum.

2.4 HARDWARE/MAGNETIC SEAL. Head receptor to be extruded aluminum U-channel with dimensions of 1/2" x 5/8" and with nominal wall thickness of not less than .046". The magnetic seal is accomplished by the use of one (1) of these jamb stop alternatives:

- 2.4.1** Foam-backed steel tape applied to U-channel noted above
- 2.4.2** Foam-backed steel tape applied directly to prime window frame system
- 2.4.3** Foam-backed steel tape applied to aluminum angle
- 2.4.4** Steel angle or channel

2.5 WEATHERSTRIPPING. Bottom rail of panel/assembly shall incorporate flexible "sill-seal" weatherstripping.

PART 3 – CONSTRUCTION

3.1 ASSEMBLY. All windows shall be assembled in a secure and workmanlike manner. The master frame and insert frame(s) shall be of mitered head and sill. Frame rails and stiles shall be neatly joined together using extruded aluminum corner keys staked in place.

3.2 SASH(S). Sash(s) shall be removable and be equipped with a full bottom rail lift handle.

3.3 STACKING. Optional stacking feature utilizes horizontal stacking mullion(s) mounted to wood-reinforced jamb channels with machine bolts and locking nuts.

PART 4 – FINISH

The exposed surfaces of all aluminum members shall be clean and free from serious surface blemishes. Standard finishes shall be mill finish or electrostatically applied baked acrylic enamel in white, colonial white, beige, black or bronze. Painted finish shall meet AAMA 603.6. Optional custom color finish to be two-part polyurethane paint (air dried). Clear anodized, bronze anodized and Kynar finishes are available under appropriate circumstances.

PART 5 – SCREEN(S) (Optional)

Extruded screen insert frame(s) (3/8" x 1 1/16") with extruded aluminum corner keys shall be provided. Standard screen cloth is charcoal aluminum 18 x 16 mesh securely held in frame with vinyl spline (fiberglass, black aluminum, bright aluminum, or bronze screen wire optional).

PART 6 – GLASS AND GLAZING

6.1 GLASS. Glass shall be not less than "B" quality. Standard factory glazing shall be "DSB" (1/8"). Optional use of 5/32", 3/16", or tempered glass shall be dictated by size of panels, code requirements, or project specifications.

6.2 GLAZING MATERIAL. Glass shall be held in place with removable and reusable vinyl glazing splines. Vinyl shall be manufactured from virgin polyvinyl chloride. All corners shall be neatly mitered.

PART 7 – INSTALLATION

The installer shall securely fasten windows in place to a straight, plumb and level condition, without distortion of the windows and shall make final adjustments for proper operation in accordance with the manufacturer's instructions.

PART 8 – WARRANTY

Manufacturer shall provide a five (5) year warranty against faulty materials, paint and workmanship.

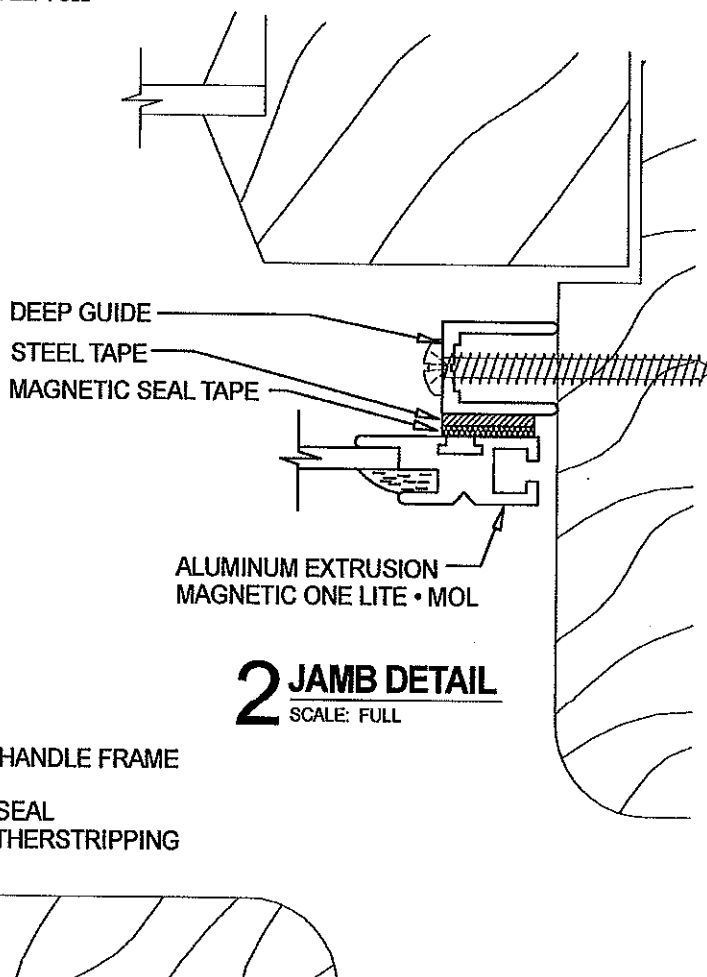
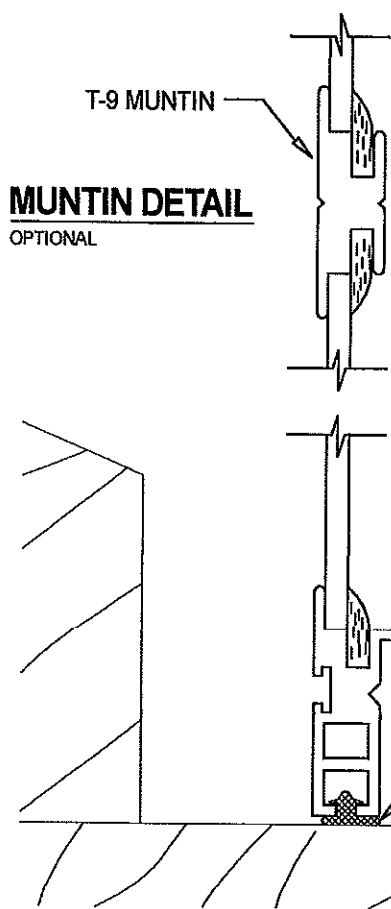
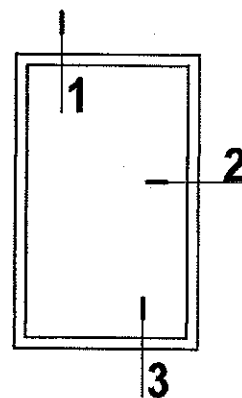
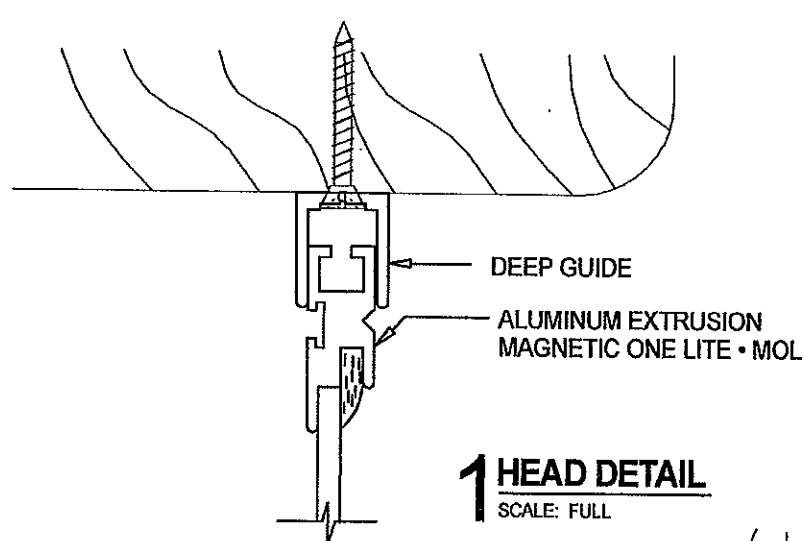
SPECIFICATIONS SUBJECT TO CHANGE WITHOUT NOTICE.

For More Information Contact:

ALLIED WINDOW, INC.
11111 Canal Road
Cincinnati, Ohio 45241
(800) 445-5411
(513) 559-1212
(513) 559-1883 (Fax)

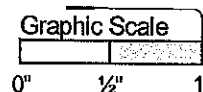
WEBSITE
www.alliedwindow.com
www.invisiblestorms.com

E-MAIL ADDRESS
info@alliedwindow.com



3 SILL DETAIL
SCALE: FULL

NOTE: MAGNETIC SCREEN AVAILABLE



PRODUCT
MAGNETIC ONE LITE • MOL
MOUNT TO CHANNEL W / MUNTIN

DWG. NO.

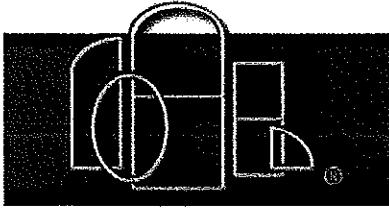
M-2



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Performance Panels®

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1/27/15 Master Copy



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Green is Gold

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info@alliedwindow.com

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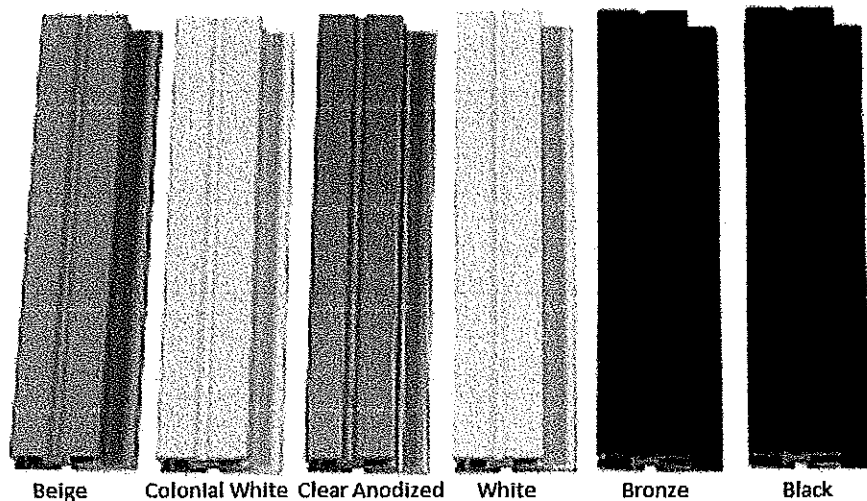
Colors (standard & custom)

[Home](#) » [Design Options](#) » Colors

Standard Colors - (5 Year Warranty)

Colors shown are an approximation and will vary with monitor and printer settings. Samples of standard colors are available upon request. [Click Here for samples](#) (Commercial Customers). [Click Here for samples](#) (Residential Customers).

Our extruder provides material in our standard colors as well as Class 1 clear anodize. The paint is baked on after the extrusion process. When we need to match our standard colors, we rely on PPG. Our local PPG is able to provide matching colors.



Beige

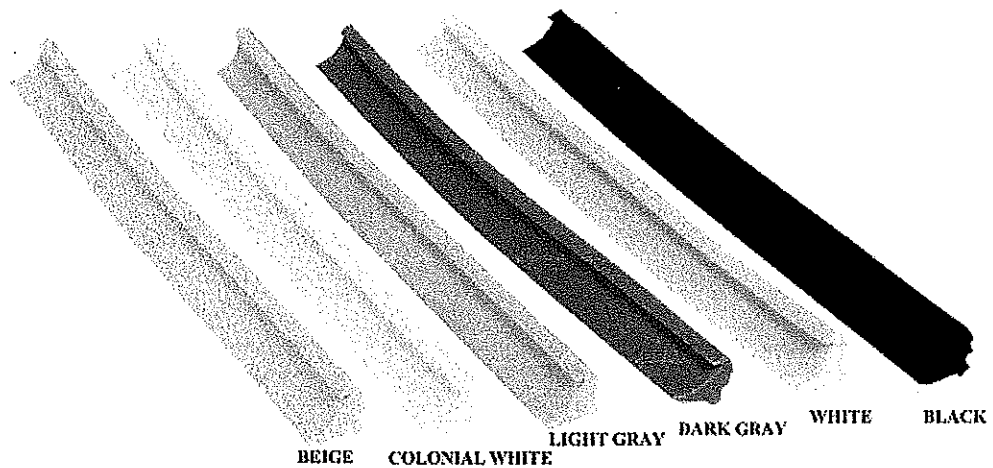
Colonial White

Clear Anodized

White

Bronze

Black



BEIGE

COLONIAL WHITE

LIGHT GRAY

DARK GRAY

WHITE

BLACK

Custom Color - (5 Year Warranty)

Allied Window does its own custom color painting.

- Paint used is PPG Spectracron 380 Poly-Iothans HS Exterior Polyurethane. It is a high performing, two component high solids exterior durable polyester polyurethane enamel. It is designed to provide excellent surface protection and exterior color and gloss

retention.

- Typically, we receive a sample of the desired color, which is computer-matched by PPG. They provide color plate samples, which are forwarded to the Customer for approval.

Custom Color - Large Projects - (5 year Warranty)

Our extruder provides material in a custom color.

- Paint is the same baked enamel finish as our standard colors.
- The paint supplier matches a color sample provided and color plates are provided for Customer approval.



400 Crossing Boulevard
8th Floor
P.O. Box 5933
Bridgewater, NJ 08807
T: 908-722-0700
F: 908-722-0755

February 1, 2019

By Certified Mail and Email

Michael Lavery, Esq.
Lavery Selvaggi Abromitis & Cohen, PC
1001 County Road 517
Hackettstown, NJ 07840
mlavery@lsaclaw.com

**Re: Kunzman Construction
Mount Bethel Methodist Church, Township of Mansfield**

Dear Mr. Lavery:

This firm represents Kunzman Construction in the above matter.

As you may be aware, disputes have arisen between Kunzman and the Township regarding the completion of the above project, which was to restore the church's building envelope. The primary concern is that Kunzman is unable to perform work to the interior of the building because it is contaminated with bat guano. Kunzman has been asking since the project commenced, in August 2018, that the Township resolve this issue, but that has not happened. The details are laid in Kunzman's letter of January 25, 2019 to the project's architect, Michael Margulies. A copy of Kunzman's letter and Mr. Margulies' email response of January 25, 2019, are enclosed for reference.

I am writing to request a meeting with you, Mr. Margulies, the Township Clerk, and Kunzman so we can work out an amicable resolution, which envision would include a firm date by which the Township will have the bat guano remediated by a certified professional (as well as removal of any bats or nests so the problem will not reoccur), a firm date by which Kunzman will complete the remaining work at the project, and an agreement that Kunzman will not be back-charged or assessed liquidated damages.

Please let me know your availability. As of now, Kunzman and I are available on the following dates: the morning of Wednesday, February 6; the morning of Thursday, February 7; the morning of Monday, February 11; and Thursday, February 14. In the meantime, please give me a call so we can further discuss.



Michael Lavery, Esq.
February 1, 2019
Page 2

I look forward to hearing from you.

Very truly yours,

NORRIS McLAUGHLIN, P.A.

A handwritten signature in black ink, appearing to read 'A. Linden', written over the printed name.

Andrew D. Linden

cc: Mansfield Township Clerk (via email)
Mr. Mitch Kunzman (via email)



January 25, 2019

Michael J. Margulies, RA, MAIA
Eclectic Architecture, LLC
20 Municipal Drive
Phillipsburg, New Jersey 08865
mjm@eclecticeitecture.com

Re: Mount Bethel Methodist Church, Township of Mansfield

Michael:

I am writing in response to your email of January 11, 2019.

We too would like to bring this project to a close, and hope that we can reach an amicable resolution.

With regard to the interior work, the bat guano still poses a serious health concern, and we cannot perform interior work until the situation is rectified. This hazardous condition, which the Township has known about since prior to the start of this project, has been, and continues to be, the source of all delays. No contractor reasonably could have performed under these conditions. It is unreasonable to expect anyone but a trained professional – particularly a professional exterminator hired to remediate the bats and guano - to work under such conditions, where there is a real risk of disease and a serious health hazard to our workers. (See attached bulleting from the NJ Department of Health warning workers against these serious hazards). We have been asking since August 2018 that the Township clean the guano and ensure that it will not come back.

At our kick-off meeting in August 2018, I advised everyone about the condition and was told it would be taken care of. I continually visited the site thereafter and nothing was done. It was not until sometime until October 2018 when a DPW employee merely swept away some of the bat guano, only to see it return immediately - the problem was not corrected. In fact, sweeping it away likely created dangerous dust per the attached bulletin. And as you know, we advised the Township that the guano returned, and the response was simply "we know," without any further action taken.

You may also recall that the DPW employee who swept inside the building said that he would not go back into the building because of the guano. Since October 2018, we have gone back and forth regarding the guano issue, but the Township has not done anything to resolve the problem.

As you mentioned to me, the Township was aware of the bats before the project was put out to bid. Additionally, there was no pre-bid conference per the Advertisement for Bid or a pre-bid inspection, which is uncommon for this type of project. Thus, it is unreasonable to contend that we should have been aware of, or responsible for, addressing these conditions. The fact that this condition was known to the Township, and neither a pre-bid conference nor inspection was permitted where it could have been mentioned, makes one question whether this was an inadvertent oversight. Remediating guano is well beyond the scope of a building envelope restoration project. Nevertheless, I alerted you and the Township immediately about the condition and was also told that it would be remediated – it was not.

It is now January 2019 and we still have not had safe access to the building. In the lingo of scheduling construction experts, the critical path of the interior was most definitely and adversely affected by this health hazard, which was not unexpected for the Township.

We would also like to point out that, despite repeated requests, initially we did not receive a signed contract from the Township for 90 days (it usually takes only 30 days to get a contract and ok to proceed), which moved this job from a summer/fall project, to a fall/winter project. This not only meant colder weather, which impacts our ability to work, but scheduling issues for the company's other projects. Additionally, it took thirty (30) days for us to receive a signed change order for the masonry/stucco work. This delayed the project 30 days in itself. And we would also like to mention the fact that we had the rainiest fall on record, which cut out a number of working days that are not counted in the project schedule.

Change order for time that was sent to you in November is attached. It is now January and our initial request for 90 day extension on this change order may well have to be revised dependent upon weather and what would be our hopes for an amicable solution and path forward to complete this project.

Nevertheless, we would like to complete this project as soon as possible. We are prepared to start the interior work within one (1) week of the guano being removed, and our receiving some certified professional confirmation or report of the work performed, per NJ Department of Health and OSHA requirements. We will not expose our workers to danger, especially if less than what the law and regulations required is done.

With the exception of one item - inserting storm windows, which we have not been able to order because we have not been able to go inside to properly measure (we will install them as soon as they are delivered, the timing of which depends on how fast they can be manufactured) all work will be completed without delay till complete.

Further, we still believe we are entitled to a change order for the additional windowsill work that was approximately \$3,000. This was clearly extra work for which we should be compensated.

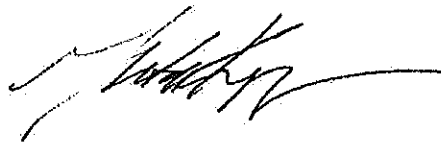
Finally, we do not believe that any liquidated damages are justified. It was the Township that delayed the start of this project, and we still do not have access to the interior of the building. Until that happens, the clock has not started to run, and we should have 90 days from that date to complete the project. In other words, it was the Township that disrupted the critical path of this project due to a failure to provide access (and as you know, any disruption to the critical path will disrupt the entire project). This was certainly an excusable delay. The project simply cannot be completed until the Township eliminates the condition causing the delay, so any alleged delay concerning the exterior work is irrelevant.

It is not appropriate or fair to attempt to separate the project into different pieces in an effort to claim liquidated damages. We are confident any critical path expert and/or a court would agree with our analysis.

Even assuming for the sake of argument both parties were responsible for delay, applying what construction scheduling experts call the concurrent delay analysis, the Township still would not be entitled to recover any damages. If anyone, it is Kunzman that has a claim for delay (not only for time, but also for compensable delay damages, as the damages flow directly from the Township's conduct, or lack thereof). It is our expectation that we will be paid in full, without any offset for liquidated damages, once the interior work is complete. We intend to challenge any claim for liquidated damages since it was the Township alone that caused the delay and has prevented the project from being completed. In addition, if the bat guano situation is not professionally resolved, we believe it is time for OSHA and the NJ Department of Health to become involved to take action. We trust that can be avoided if the Township complies with its health and environmental responsibilities.

Please contact me as soon as possible so we can pin down a date by which the Township will ensure that the interior of the building is professionally and duly certified to be cleaned, discuss a mutually agreeable schedule and any necessary change orders. It is our goal to bring this project to a close as quickly as possible. We look forward to hearing you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mitch Kunzman', with a stylized flourish extending from the end.

Mitch Kunzman, Owner
KUNZMAN CONSTRUCTION

**CONSTRUCTION
CHANGE DIRECTIVE**

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT:
Mount Bethel Methodist Church, Phase II
Township of Mansfield

CHANGE ORDER NUMBER: 2

DATE: 11/10/18

FOR OWNER, ARCHITECT, CONTRACTOR:

ARCHITECT'S PROJECT NO:

CONTRACT DATE:

The Contract is Changed as follow:

Contract time to be increased by 30 days due to delay in obtaining signed change order from owner.
Masonry work was stopped while owners decided which elevation were to be added or deleted.
It took 30 days for contractor to receive signed change order.

Contract time to be increased by 90 days due to bat guano condition within interior of building.
As of the date of this CO, bat guano condition remains the same and poses health hazard for those working inside.
Access to interior of building was not available to contractor prior to bid submission and therefore condition inside was only noticed upon receipt of keys with notice to proceed. Prompt notice of interior condition was given on August 3 and on August 12th and discussed at project kick off meeting at end of August. Despite numerous statements by Contractor throughout September and October that interior condition is not acceptable, on November 9 contractor again notified township official that building has not been professionally cleaned and township official agreed with this statement. Delay of project will continue until this issue is resolved.

The combination of these two delays have moved this project into late fall/early winter conditions. Work will progress with resolution of bat guano along with weather conditions suitable for painting and masonry. Any costs to enclose building for temperature control will be subject to additional change order. If weather conditions warrant discontinuation of work, contractor will not be held responsible for the delay and will resume work when weather permits without penalty.

PROPOSED ADJUSTMENTS:

1 The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

☐ Lump sum decrease of
☐ Unit Price of \$ per
☐ As follows:

2 The Contract Time is proposed to:

☐ Remain unchanged
☒ Be adjusted by increase of 90 days.

Not valid until signed by the Owner, Architect, and Contractor.

ARCHITECT	<u>Kunzman Construction</u>	OWNER
ADDRESS	<u>CONTRACTOR</u> <u>238 Oak Summit Road</u>	ADDRESS
BY	<u>ADDRESS</u> <u>Pittstown, NJ 08867</u>	BY
DATE	<u>BY</u>	DATE
	<u>DATE</u>	



Christine Todd Whitten
Governor

Christine M. Grant, JD, MBA
Commissioner

Public Employees Occupational Safety and Health Program

Division of Epidemiology, Environmental and Occupational Health

April, 2000

Control of Health Hazards Associated with Bird and Bat Droppings

Special points of interest:

- Disease Association
- Recognition
- Evaluation
- Hazard Control
- Recommendations
- Further Information

Health Risks

Large populations of roosting birds may present a disease risk. The most serious health risks arise from disease organisms that grow in the nutrient-rich accumulations of bird droppings, feathers and debris under a roost — particularly if roosts have been active for years. In addition, insects that live on birds or their droppings may become a problem when the infested birds leave roosts or nests. These insects can invade buildings and bite or irritate people.

This bulletin discusses the health risks and control of the risk of several of the fungal diseases associated with bird and bat droppings and methods of controlling these risks.



The PEOSH Program has evaluated several work sites where employees were concerned about health hazards from accumulated pigeon droppings. The common denominator in these PEOSH investigations has been the presence of roosting pigeons in an undisturbed



location. In one New Jersey worksite, accumulated manure was found in a stair well leading to the basement. Local newspapers reported that a city hall building was "taken over" by pigeons that had deposited several inches of manure on the window ledges. At a bridge commission, employees complained to the PEOSH Program that their booths were covered in pigeon droppings. Maintenance engineers at a university campus were concerned about bird droppings near a ventilation system located on the roof of one of the buildings. Furthermore, several building attics were evaluated because of employee concerns with bird manure accumulations.

Fungal Diseases

Among the fungal diseases associated with bird and bat droppings the two most common are histoplasmosis and cryptococcosis.

Histoplasmosis

Histoplasmosis is caused by a fungus (*Histoplasma capsulatum*). The disease is transmitted to humans by airborne fungus spores from soil contaminated by pigeon and starling droppings (as well as from the droppings of other birds and bats). The active and inactive roosts of blackbirds, starlings, grackles and cowbirds have also been found to be heavily contaminated with fungus spores.



The soil under a roost usually has been enriched by droppings for three years or more for the disease organism to reach significant levels. Although almost always associated with soil, the fungus has been found in droppings alone, particularly those from bats. Infection occurs when spores, carried by the air, are inhaled — especially after a roost has been disturbed. Most infections are mild and produce either no symptoms or a minor influenza-like illness. On occasion, the disease can cause high fever, blood abnormalities, pneumonia and even death. In some areas up to 80 percent of the population show evidence of previous, usually asymptomatic infection.

Dusts containing *H. capsulatum* spores can be aerosolized during construction, excavation, or demolition. Once airborne, spores can be carried easily by wind currents over long distances. Such contaminated airborne dusts can cause infections not only in persons at a work site, but also in others nearby. Such activities were suggested as the cause of the three largest outbreaks of histoplasmosis ever recorded. All three outbreaks took place in Indianapolis, Indiana. During the first outbreak, in

the fall of 1978 and spring of 1979, an estimated 120,000 people were infected, and 15 people died. The second outbreak, in 1980, was similar to the first in the number of people affected. During the third outbreak, in 1988, AIDS patients accounted for nearly 50% of culture-proven cases.

The National Institutes of Health (NIH) has reported a potentially blinding eye condition — presumed ocular histoplasmosis syndrome (OHS) — that results from the fungus. NIH estimates that 4 percent of those exposed to the airborne organism are at risk of developing OHS.

The soil in a stand of trees where blackbirds have roosted for 3 or more years should be suspected of being contaminated by the fungus. Habitats of pigeons and bats, and poultry houses with dirt floors have also been found contaminated by *H. capsulatum*.

Fresh bird droppings on surfaces such as sidewalks and windowsills have not been shown to present a health risk for histoplasmosis because birds themselves do not appear to be infected by *H. capsulatum*. Rather, bird manure is primarily a nutrient source for the growth of *H. capsulatum* already present in soil. Unlike birds, bats can become infected with *H. capsulatum* and consequently can excrete the organism in their droppings.

Bats are associated with a few diseases that affect people. The incidence of histoplasmosis being transmitted from bat droppings to humans occurs infrequently. Large colonies of bats do not normally inhabit work areas. Bat colonies are common in undisturbed areas. Nevertheless, fresh bat droppings (unlike fresh bird dropping) can contain the histoplasmosis fungus. Bat droppings do not need to come into contact with soil to be a source of the disease.



Anyone working at a job or present near activities where material contaminated with *H. capsulatum* becomes airborne can develop histoplasmosis if enough spores are inhaled. After an exposure, how ill a person becomes varies greatly and most likely depends on the number of spores inhaled and a person's age and susceptibility to the disease. The number of inhaled spores needed to cause disease is unknown. Infants, young children, and older persons, in particular those with chronic lung disease, are at increased risk for developing symptomatic histoplasmosis.

Below is a partial list of occupations and hobbies with risks for exposure to *H. capsulatum* spores. Appropriate exposure precautions should be taken by these people and others whenever contaminated soil, bat droppings, or bird manure are disturbed:

- Bridge inspector or painter
- Chimney cleaner
- Construction worker
- Demolition worker
- Farmer
- Gardener
- Heating and air-conditioning system installer or service person
- Microbiology laboratory worker
- Pest control worker
- Restorer of historic or abandoned buildings
- Roofer and
- Spelunker (cave explorer).

If people who engage in these activities develop flu-like symptoms days or even weeks after disturbing material that might be contaminated with *H. capsulatum*, and the illness worsens rather than subsides after a few days, medical care should be sought. The health care provider should be informed about the potential exposure.

Cryptococcosis

Cryptococcus neoformans (*C. neoformans*) is found worldwide. Its main habitats are debris around pigeon

roosts and soil contaminated with decaying pigeon or chicken droppings. It is generally accepted that the organism enters the host by the respiratory route in the form of a dehydrated yeast or as spores.

Like histoplasmosis, most cryptococcosis infections are mild and occur without symptoms. Diffuse pulmonary infection is often asymptomatic and unrecognized. Persons with weakened immune systems, however, are more susceptible to symptomatic infection. The generalized form of cryptococcosis begins with a lung infection and spreads to other areas of the body, particularly the central nervous system, and is usually fatal if left untreated. The cutaneous (skin) form is characterized by acne-like skin eruptions or ulcers with nodules just under the skin. The cutaneous form is very rare, however, without generalized (systemic) disease. Unlike histoplasmosis, outbreaks (multiple cases at a location) of cryptococcosis infections have not been documented.

Pigeon droppings appear to be the most important source of the fungus *C. neoformans* in the environment. The fungus is typically found in accumulations of droppings around roosting and nesting sites, for example, attics, cupolas, ledges and water towers. It has been found in as many as 84 percent of samples taken from old roosts. Even when old and dry, bird droppings can be a significant source of infection.

Other Associated Diseases

Other diseases carried or transmitted by birds affect people to a lesser degree. Psittacosis and toxoplasmosis are normally mild in humans; however, serious illness or death may occur rarely. Pigeons and sparrows also have been implicated (along with many other species of birds) as sources of encephalitis viruses transmitted by mosquitoes.



Rabies, another viral disease, is a dangerous, fatal disease, but only about 5 percent of bats submitted for testing are infected with the rabies virus. However, there is concern about the risk of rabies transmission following contact with bats. If an injured or ill bat is found in or around a structure, it should be removed. Because most bats will try to bite when handled, they should be picked up with tongs or a shovel. (If you are uncomfortable removing a bat, contact your local animal control officer.) If a bat has bitten or scratched someone, capture the bat



without touching it with your hands and without crushing its head. If the bat is dead, refrigerate it (DO NOT freeze) and then contact your local health department immediately for instructions.

Hazard Control

To reduce the health risks associated with the removal of droppings various methods have been developed. When an accumulation of bat or bird manure is discovered in a building, removing the material is not always the next step. Simply leaving the material alone if it is in a location where no human activity is likely may be the best course of action. This is not always possible, of course, and, if the potential for human exposure exists, methods of safely controlling the risks during removal must be undertaken.

Nontoxic, chemical bird repellents are available as liquids, aerosols, and nondrying films and pastes. Disadvantages of these anti-roosting materials are that some are messy and none are permanent. Even the most effective ones require periodic reapplication. More permanent repellents include mechanical anti-roosting systems consisting of angled and porcupine wires made of stainless steel. These systems may

require some occasional maintenance to clear nesting material or other debris from the wires.

Live trapping of birds to relocate them is seldom effective when traps are put in a roosting site, but this method can be effective when used in a feeding area. Shooting birds, using contact poisons, and baiting with poisoned food should be used as last resorts and should only be done by qualified pest control specialists. Using such methods to kill nuisance birds may also require a special permit.

If a colony of bats or a flock of birds is allowed to live in a building or a stand of trees, their manure will accumulate and create a health risk for anyone who enters the roosting area and disturbs the material. Once a roosting site has been discovered in a building, exclusion plans should be made, and the extent of contamination should be determined.

Areas known or suspected of being contaminated by *H. capsulatum*, such as bird roosts, attics, or even entire buildings that contain accumulations of bat or bird manure, should be posted with signs warning of the health risk. Each sign should provide the name and telephone number of a person to be contacted if there are questions about the area. In some situations, a fence may need to be built around a property or locks put on attic doors to prevent unsuspecting or unprotected individuals from entering.

Communicating Health Risks to Workers

Before an activity is started that may disturb any material that might be contaminated by fungal spores, workers should be informed in writing of the personal risk factors that increase an individual's chances of developing fungal diseases. This written

communication should include a warning that individuals with weakened immune systems are at the greatest risk of developing severe and disseminated fungal disease if they become infected. These people should seek advice from their health care provider.

Controlling Aerosolized Dust When Removing Bat or Bird Manure from a Building

The best way to prevent exposure to fungus spores is to avoid situations where material that might be contaminated can become aerosolized and subsequently inhaled. A brief inhalation exposure to highly contaminated dust may be all that is needed to cause infection and subsequent development of fungal disease. Therefore, work practices and dust control measures that eliminate or reduce dust generation during the removal of bat or bird manure from a building will also reduce risks of infection and subsequent development of disease. For example, before shoveling or sweeping dry, dusty material, it should be made wet with a water spray to reduce the amount of dust aerosolized during the activity. Adding a surfactant or wetting agent to the water might further reduce the amount of aerosolized dust. Once the material is wetted, it can be collected in double, heavy-duty plastic bags, a 55-gallon drum, or some other secure container for immediate disposal.

An alternative method is to use an industrial vacuum cleaner with a high-efficiency (HEPA) filter to bag contaminated material. Truck-mounted or trailer-mounted vacuum systems are recommended for buildings with large accumulations of bat or bird manure. These high-volume systems can remove tons of contaminated



material in a short period. Using long, large-diameter hoses can also remove contaminated material located several stories above the waste hopper. This advantage eliminates the risk of dust exposure that can happen when bags tear accidentally or containers break during their transfer to the ground.

Air sampling, surface sampling, or the use of any other method

intended to confirm that no infectious agents remain following removal of bat or bird manure is unnecessary in most cases. However, before a removal activity is considered finished, the cleaned area should be visually inspected to ensure that no residual dust or debris remains.

Disinfecting Contaminated Material

Disinfectants have occasionally been used to treat contaminated soil and accumulations of bat manure when removal was impractical or as a precaution before a removal process was started. Formaldehyde solutions are the only disinfectants proven to be effective for decontaminating soil containing fungal spores. Because of the potentially serious health hazards associated with formaldehyde exposures, this chemical should be handled only by persons who know how to apply it safely. Any material that might be contaminated with fungal spores that is removed from a work site should be disposed of or decontaminated properly and safely and not merely moved to another area where it could still be a health hazard. Before an activity is started, the quantity of material to be removed should be estimated. (If the approximate volume of dry bat or bird

manure in a building is known, the approximate weight can be calculated using a conversion factor of 40 pounds per cubic foot.) Requirements established by local and state authorities for the removal, transportation, and disposal of contaminated material should be followed. Arrangements should be made with a landfill operator concerning the quantity of material to be disposed of, the dates when the material will be delivered, and the disposal location. If local or state landfill regulations define material contaminated with fungal spores to be infectious waste, incineration or another decontamination method may also be required.

Removal and Cleanup of Bird and Bat Droppings

If there is a small accumulation of droppings from a few birds or bats, it can be cleaned up with soap and water. If large quantities of bird or bat droppings are present, contact an environmental engineering consultant for advice. Workers should follow certain precautions to minimize risk from disease organisms in the droppings:

- The cleanup should be done by healthy individuals
- Wear an appropriate respirator that can filter particles as small as 0.3 microns
- Wear disposable protective gloves, hat, coveralls and boots
- During the cleanup, seal heating and cooling air ducts or shut the system down
- Moisten the droppings with a light mist of water to keep dust and spores from becoming airborne
- Put droppings into sealed plastic garbage bags
- When finished and while

still wearing a respirator, remove protective clothing and place it in a plastic bag

- Wash or shower at the work site after clean-up
- Check with local government agencies to verify that disposal of the waste is permissible through standard trash pickup
- Modify the structure to prevent birds or bats from reestablishing the roost.

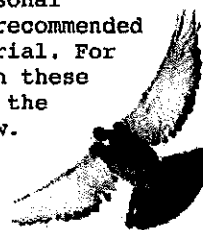
Wearing Personal Protective Equipment

Because work practices and dust control measures to reduce worker exposures to fungal spores have not been fully evaluated, using personal protective equipment is still necessary during some activities. During removal of an accumulation of bat or bird manure from an enclosed area such as an attic, dust control measures should be used, but wearing a NIOSH-approved respirator and other items of personal protective equipment is also recommended to reduce further the risk of fungal spore exposure.

If employers provide employees with personal protective equipment and respirators, the employer must comply with the provisions of the PEOSH Standards for these devices, 29 CFR 1910.132 and 29 CFR 1910.134 respectively.

Other Resources

This information bulletin provides an overview of some of the health hazards associated with pigeon and bat droppings and the personal protective equipment recommended for removing the material. For further information on these topics please consult the resources listed below. Information used in this bulletin was obtained from US



Department of Human Services, Public Health Service documents. These include the National Institution for Occupational Safety and Health (NIOSH) and the Center for Disease Control and Prevention (CDC).

FOR FURTHER INFORMATION CONTACT:

New Jersey Department of Health and Senior Services
Public Employees Occupational Safety and Health (PEOSH) Program
P.O. Box 360, 7th Floor
Trenton, NJ 08625-0360
(609) 984-1863
[Http://www.state.nj.us/health/eoh/peoshweb](http://www.state.nj.us/health/eoh/peoshweb)

PUBLICATIONS:

Histoplasmosis: Protecting Workers At Risk

U.S. Department of Health and Human Services
Public Health Service
Centers for Disease Control and Prevention
National Institute for Occupational Safety and Health
National Center for Infectious Disease
DHHS (NIOSH) Publication Number 97-146

Managing Health Hazards Associated with Bird and Bat Excrement

U.S. Army Center for Health Promotion and Preventive Medicine
USAEHA TG No. 142
December 1992

From: "Michael J Margulies" <mjm@eclecticitecture.com>
Date: January 25, 2019 at 2:08:20 PM EST
To: "Mitch Kunzman" <kunzmanconstruction@gmail.com>
Subject: RE: Mount Bethel

Mitch,
You are a puzzle. I have tried to sort this out with you and keep it simple. I gave in on the flashing issue and asked that you throw in the window sills without a change order so that we smooth everything over. You're not really working with me on this.

The Township has taken long periods of time for their responses, but that is not unexpected on municipal projects. The real issue is that Kunzman Construction fundamentally has not dedicated the resources to get work done. Weeks go by with almost no activity on site. Work that is completely unaffected by the interior conditions lingered without completion. We've been over the same thing countless times. The liquidated damages are real and applicable. As we've discussed, they would apply to all of the work that should have been done within the contract period. No one is trying to take advantage of you. On the contrary, we've been trying to work with you with a give and take to get this done. I really recommend you negotiate a way to make things move ahead smoothly. Asking to waive liquidated damages while requesting more time and money with nothing in return does not seem to make sense.

If you just want to fight, so be it. I don't get it because no one is going to win. And I am not really a part of it at that point. I am not in contract with you. Your letter should be going to the Township since it is between you and them. Their attorney will probably then get involved due to the threats in your letter and I expect it will get far more complicated.

Michael

Michael J Margulies, AIA
Eclectic Architecture, LLC
1000 Maple Drive
Fairfield, New Jersey 07004

From: Mitch Kunzman <kunzmanconstruction@gmail.com>
Sent: Friday, January 25, 2019 12:53 PM
To: Michael J Margulies, AIA <mjm@eclecticitecture.com>
Subject: Mount Bethel

I am attaching letter re status of Mount Bethel Church.
Thank you for your review.
MK

--
Kunzman Construction
238 Oak Summit Road
Pittstown, NJ 08867
908-892-4884
908-996-7063 (Fax)

MT Bethel Church

MICHAEL B. LAVERY
MICHAEL S. SELVAGGI*
JOHN J. ABROMITIS
LAWRENCE P. COHEN*
KATHERINE E. INGRASSIA*
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BRANDON A. GRANDA

*CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY
*MEMBER OF NJ AND PA BAR
*MEMBER OF NJ AND NY BAR

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JOEL A. KOBERT
PETER J. COSSMAN
ROBERT V. STILES

SENDER'S DIRECT EMAIL
MLAVERY@LSACLAW.COM

April 15, 2019

Via email: adlinden@nowwis-law.com

Andrew D. Linden
Norris McLaughlin, PA
400 Crossing Blvd., 8th Floor
P.O. Box 5933
Bridgewater, NJ 08807

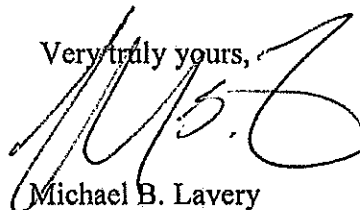
Re: Mount Beth Church, Mansfield Township
Kunzman Construction

Dear Mr. Linden:

I am in receipt of your email dated Friday, April 12, 2019 wherein you advise that your client did not believe that the bat issue had not been remediated by a licensed professional. Enclosed please find a copy of a work order for work performed on the church by Hennebry Pest Solutions, LLC evidencing that the property was cleaned and disinfected on April 10, 2019.

If you have any questions or require any further information, please do not hesitate to contact me.

Very truly yours,



Michael B. Lavery

MBL/jc

Cc: Dena Hrebenak, RMC (via email only)
Mayor and Township Committee (via email only)
Michael Margulies (via email only)



Hennebry Pest Solutions LLC

A Full Service Pest and Animal Control Company
Serving Northern New Jersey

18 Stephensburg Road
Port Murray, NJ 07865
DIRECT 908-578-3804
OFFICE 908-441-2049
FAX 908-651-5111
EMAIL: info@hennebrypest.com
www.HennebryPest.com
Lic. #51428B Lic #52732B

Mt Bethel Church

WED

WORK DATE:

TIME SLOT:

TECHNICIAN:

DAVE

WORK ORDER

BILL TO:

WORK LOCATION:

MANFIELD MUNICIPAL
TOWNSHIP

350 MT. BETHEL RD

PORT MURRAY 07865

DIWA HREVENAK 908-689-6151 X128

COMMENTS: 908-319-1426

350 MT. BETHEL ROAD
PORT MURRAY 07865

BAT GUANO CLEAN UP/ DISINFECT /STERILIZAB	OTS
1) DISINFECT ALL AREAS/ DROPPINGS TO PREVENT BECOMING AIRBORNE	
2) VACUUM ALL AFFECTED AREAS	
3) DISINFECT/STERILIZAB ONCE STRUCTURE INTERIOR IS CLEAN	

PRODUCT	ACTIVE ING.	EPA #	%	QTY.
BEDLAM	Phenoxybenzyl	1021-1767		
ECOPCO WPX	Phenethyl Propionate	67415-15		
WASP FREEZE	Phenothrin D-Trans Allethrin	499-362		
TEMPO DUST 1%	Cyfluthrin	432-1373		
CONTRAC BLOX	Bromadiolone	12455-79		
TERMIDOR SC	Fipronil	7969-210		
DEMAND CS	Lambda Cyhalothrin	100-1066		
PHANTOM	Chlortenapyr	241-392		
PRECOR	Methoprene	2724-352		
STERIFAB	Phenoxybenzyl	397-13	61	2000
TAURUS SC	Fibronil	53883-279		
TEMPRID SC	Imidacloprid	432-1483		
TRANSPORT GHP	Acetamiprid	8033-96-279		
TALSTAR	Bifenthrin	279-3206		
SOFT STRIKE	Difethialone	7173-258		
ADVION ANT	Indoxacarb	100-1498		

TARGET PEST	APPLICATION SITE
Bats	Disinfected
	Bat GUANO
	Unvacuumed areas
	Disinfected
	Unvacuumed areas

365 YEAR PLAN
EXTERIOR/INTERIOR
1st Treatment
EXTERIOR
2nd TREATMENT
EXTERIOR
3rd TREATMENT
Customer to call if any
issues occur between these
scheduled treatments.
Service calls will then be
scheduled with office.

INVOICE	
AMOUNT \$	1000-
\$	
SUBTOTAL \$	1000-
TAX \$	EXEMPT
TOTAL DUE \$	1000- DUE
PAYMENT IS DUE AT TIME OF SERVICE. THANK YOU. Please make checks payable to HENNEBRY PEST SOLUTIONS.	

ADDITIONAL CHEMICALS	EPA REG. #	%	QTY



VISA CHECK CASH

*Charges outstanding over 30 days from the date of service are subject to a 3% finance charge per month. The customer agrees to pay all accrued expenses, and legal fees in the event of collection proceedings.

04/15/19
DATE SERVICED

SERVICED BY

I hereby acknowledge the satisfactory completion of all services rendered, and agree to pay the cost of services as specified above.

CUSTOMER SIGNATURE



Hennebry Pest Solutions LLC

A Full Service Pest and Animal Control Company
Serving Northern New Jersey

18 Stephensburg Road
Port Murray, NJ 07865

DIRECT 908-578-3804

OFFICE 908-441-2049

FAX 908-651-5111

EMAIL: info@hennebrypest.com

www.HennebryPest.com

Lic. #51428B Lic #52732B

CONSUMER INFORMATION NOTICE

Dear Customer:

For your protection, pest control service is performed here. Pesticides which may be used are listed below. The exact pesticide(s) used is listed by code number on the chart. For additional information, please contact **Hennebry Pest Solutions at: 908-578-3804**. This information was prepared by the New Jersey Pest Control Association and has been approved by the New Jersey Department of Environmental Protection.

As of November 19, 2001, the New Jersey DEP Pesticide Control Program instituted a new program that requires us to provide customers with information about the pesticides we will be using as part of the pest control program for your property. This CONSUMER INFORMATION NOTICE provides you with this information. This CIN lists any label precautions for the pesticide(s) listed below that you should be aware of. You should also be aware that you may request notification of the exact date(s) of any pesticide application, and a copy of the label for each pesticide that will be used.

The following information is being given to you in conjunction with the New Jersey Department of Environmental Protection Regulation 7:30-9.12. It is designed to inform you of important information concerning safety and treatment using pesticides.

Pesticides are chemical substances used to control living organisms and vary in degree of toxicity. Pesticides may be part of a good pest control program. Sanitation, as well as physical and biological control measures, should be considered as another part of a good pest control program. Parties interested in general health information may contact the National Pesticide Information Center at 800-858-7378. For emergency situations contact the New Jersey Poison Information and Education System at 800-222-1222. For pesticide regulation information, complaints & health referrals, contact the New Jersey DEP Pesticide Control Program at (609) 984-6507.

For pesticides which are regulated with the New Jersey Department of Environmental Protection and which may be used, see list below. A copy of the label of pesticides used is available by request in writing to Hennebry Pest Solutions LLC. In multiple housing units, the applicator shall post a decal notice in each unit prior to application. In commercial accounts a permanently posted notice as provided by the applicator must be installed. On behalf of the occupants of my building, home or unit I understand the above and request service be rendered on the proposed date shown on front.

EPA #	BRAND NAME	ACTIVE INGREDIENT(S)	LABEL INSTRUCTIONS/PRECAUTIONS)
1021-1767	Bedlam	Phenoxybenzyl	Residents and pets should be removed from location before application. Do not contact surfaces until product has dried
67415-15	Ecopco WPX	Phenethyl Propionate	Remove Pets, birds and cover fish tanks before treating. Do not contact surface until treatment has dried.
499-362	Wasp Freeze	Phenothrin D-Trans Allethrin	Humans and animals should not be present for treatment. Do not allow humans or pets to contact area until dry.
432-1373	Tempo Dust 1%	Cyfluthrin	Humans, pets, birds should not be near treated area. Cover any exposed equipment or remove before treating in that area.
12455-79	Contrac Blox	Bromadiolone	Humans or animals should not be present during application.
7969-210	Termidor SC	Fipronil	Remove yourself and pets from the structure if you see any signs of leakage. Residents and pets should not be in immediate area during application. Do not contact treated surfaces until sprays have dried.
100-1066	Demand CS	Lambda Cyhalothrin	Remove pets, birds and cover fish aquariums before spraying. Keep children and pets off treated areas until spray has dried.
241-392	Phantom	Chlortenapyr	People present or residing in the structure during application should remove themselves if signs of leakage occur. Do not allow pets or humans to contact areas of treatment until it is dry. Remove pets and cover or remove pet food/water and fish bowls prior to application.
2724-352	Precor	Methoprene	All humans, pets, birds should be removed from area. Avoid contact with treated areas until dry.

PNC Bank, N.A. 060



THE BOARD OF CHOSEN FREEHOLDERS
County of Warren, Belvidere, NJ 07823
Current Account #1

65-760/0312
942

208751

CHECK DATE
05/15/19CHECK NO.
208751

AMOUNT

\$*****94,129.99*

PAY THE SUM OF NINETY FOUR THOUSAND, ONE HUNDRED TWENTY NINE
DOLLARS & 99 CENTS

TO THE ORDER OF MANSFIELD TOWNSHIP
100 PORT MURRAY RD
PORT MURRAY NJ 07865

Jan T. Sant
DIRECTOR
Kim J. Francis
CHIEF FINANCIAL
OFFICE (CFO)

⑈ 208751 ⑆ ⑆ 031207607 ⑆ 8025719229 ⑆

COUNTY OF WARREN, NJ

VENDOR NO. 50752

CHECK NO. 208751

ACCOUNT	PURCH. ORDER	INVOICE NUMBER	AMOUNT	DESCRIPTION
03893 5065	89316010	05/10/19 REQ	94,129.99	MT BETHEL CHURCH PH 2

50752

MANSFIELD TOWNSHIP

Phase II

County of Warren

Voucher and Request for Payment
165 County Road 519 South
Administration Building
Belvidere NJ 07823

Vendor # 50752

CLAIMANT Township of Mansfield
100 Port Murray Road
Port Murray, NJ 07865

DATE 5/10/2019ACCT # 03893-5065 8931402-5065

THIS BILL MUST BE PROPERLY ITEMIZED AND CERTIFICATION SIGNED BEFORE BEING PRESENTED.

Project: Acquisition and Restoration of Mount Bethel Church and Cemetery

See attached

Total \$ 94,129.99

CLAIMANT'S CERTIFICATON AND DECLARATION

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

5/10/19

Date

Dora Chebel

Signature

RMC

Position

COUNTY CERTIFICATION

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

DATE PASSED _____

CHECK # _____

AMOUNT _____

Date_____
Department Head Signature

Mount Bethel Phase II

Payee	Date	Total	Township Portion Open Space 43667	County Portion Open Space 131000
Eclectic Architecture	9/5/2017	6750	1687.5	5062.5
Eclectic Architecture	10/1/2017	3375	843.75	2531.25
Eclectic Architecture	11/5/2017	5625	1406.25	4218.75
Eclectic Architecture	3/2/2018	2250	562.5	1687.5
Kunzman Construction	8/8/2018	5880	1470	4410
Eclectic Architecture	9/12/2018	2250	562.5	1687.5
Kunzman Construction	9/25/2018	22932	5733	17199
Kunzman Construction	11/2/2018	19992	4998	14994
Eclectic Architecture	11/7/2018	1125	281.25	843.75
Kunzman Construction	12/13/2018	13161.4	3290.35	9871.05
Eclectic Architecture	1/8/2019	2476.25	619.0625	1857.188
Kunzman Construction	1/9/2019	39690	9922.5	29767.5
			31376.66	94129.99

ELECTRIC ARCHITECTURE LLC

FINE DESIGN & HISTORIC PRESERVATION

20 Municipal Drive
Phillipsburg, N.J. 08865-7800



Hold
- till -

12-01356

Invoice

Date	Invoice #
9/5/2017	MBMEC #1

Bill To

Mansfield Twnshp
c/o Dena Hrebenak, Municipal Clerk
100 Port Murray Road
Port Murray, NJ 07865

C-04-44-226-0997-9001

Due Date

10/5/2017

Item	Description	Hours	Rate/Fee	Amount
Architectural Services	Mount Bethel Methodist Episcopal Church Project 2017-004 Progress Billing to 30% of the \$22,500.00 Fee CD's issued for Building envelope stabilization/restoration		6,750.00	6,750.00
			Total	\$6,750.00
			Payments/Credits	\$0.00
			Balance Due	\$6,750.00

Phone #

(908) 387-8630

Fax #

(908) 387-1493

ELECTRIC ARCHITECTURE LLC

FINE DESIGN & HISTORIC PRESERVATION

20 Municipal Drive
Phillipsburg, N.J. 08865-7800

Invoice

Date	Invoice #
10/1/2017	MBMBC #2

Bill To

Mansfield Twnshp
c/o Dena Hrebenak, Municipal Clerk
100 Port Murray Road
Port Murray, NJ 07865

Due Date

11/5/2017 ✓

Item	Description	Hours	Rate/Fee	Amount
Architectural Services	Mount Bethel Methodist Episcopal Church Project 2017-004 Progress Billing to 45% of the \$22,500.00 Fee bid documents prepared and project ready for bidding		3,375.00	3,375.00
Total				\$3,375.00
Payments/Credits				\$0.00
Balance Due				\$3,375.00

Phone #

(908) 387-8630

Fax #

(908) 387-1493

ELECTRIC ARCHITECTURE LLC

FINE DESIGN & HISTORIC PRESERVATION

20 Municipal Drive
Phillipsburg, N.J. 08865-7800

Invoice

Date	Invoice #
11/5/2017	MBMEC #3

Bill To

Mansfield Township
c/o Dena Hrebenak, Municipal Clerk
100 Port Murray Road
Port Murray, NJ 07865

Due Date

12/5/2017

Item	Description	Hours	Rate/Fee	Amount
Architectural Services	Mount Bethel Methodist Episcopal Church Project 2017-004 Progress Billing to 70% of the \$22,500.00 Fee Construction Documents for Phase II issued		5,625.00	5,625.00
			Total	\$5,625.00
			Payments/Credits	\$0.00
			Balance Due	\$5,625.00

Phone #

(908) 387-8630

Fax #

(908) 387-1493

18-00883

ELECTRIC ARCHITECTURE LLC

FINE DESIGN & HISTORIC PRESERVATION

20 Municipal Drive
Phillipsburg, N.J. 08865-7800

Invoice

Date	Invoice #
3/2/2018	MBMBC #4

Bill To

Mansfield Twnshp
c/o Dena Hrebenak, Municipal Clerk
100 Port Murray Road
Port Murray, NJ 07865

Due Date

4/5/2018

Item	Description	Hours	Rate/Fee	Amount
Architectural Services	Mount Bethel Methodist Episcopal Church Project 2017-004 Progress Billing to 80% Complete rebid of phase II project T-12-		2,250.00	2,250.00
			Total	\$2,250.00
			Payments/Credits	\$0.00
			Balance Due	\$2,250.00

Phone #	Fax #
(908) 387-8630	(908) 387-1493

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

OWNER: Township of Mansfield, Warren County, NJ
 10 Port Murray Road
 Port Murray, NJ 07865

Mt. Bethel Church
 Phase II Repairs

CONTRACTOR:

Kanuman Construction, LLC
 18 Oak Summit Road
 Hightstown, NJ 08520

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, Information Sheet, AIA Document G703, is attached.

ORIGINAL CONTRACT SUM
 Net change by Change Orders \$157,748.53
 CONTRACT SUM TO DATE (Line 1 + 2) \$0.00
 TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$157,748.53
 RETAINAGE: \$6,000.00

a. 2 % of Completed Work \$120.00
 b. (Column D + E on G703) \$
 (Column F on G703) \$
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$120.00

TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$5,880.00
 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$0.00
 CURRENT PAYMENT DUE \$5,880.00
 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$151,868.53

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	0.00	
TOTALS	0.00	
NET CHANGES by Change Order	0.00	

CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 Kanuman Construction, LLC

By: Mitchell Kanuman, President

Date:

State of: New Jersey County of: Somerset
 Subscribed and sworn to before me this 21st day of August, 2018.
 Notary Public: [Signature] My Commission Expires APR. 2, 2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 5,880.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

Date: 8/21/18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Mount Bethel Methodist Church, Phase II Repairs
 Township of Mansfield, Warren County, New Jersey
 100 Port Murray Road, Port Murray, NJ 07865

Kaczmarek Construction, LLC
 238 Oak Summit Road, Pittstown, NJ 08967

Invoice 1

Date: August 7, 2018

DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			BALANCE TO FINISH	24 MONTH DATE	COMPLETED TO DATE LESS RETAINAGE	BALANCE TO FINISH INC. RETAINAGE	NET RETAINAGE THIS INVOICE	NET BILLED THIS INVOICE
		FROM PERIOD	THIS PERIOD	TO DATE						
General Conditions	\$40,107.91	\$0.00	\$6,000.00	\$6,000.00	\$34,107.91	\$120.00	\$5,880.00	\$34,227.91	\$120.00	\$5,880.00
Masonry	\$73,239.54	\$0.00	\$0.00	\$0.00	\$73,239.54	\$0.00	\$0.00	\$73,239.54	\$0.00	\$0.00
Excavation	\$1,965.00	\$0.00	\$0.00	\$0.00	\$1,965.00	\$0.00	\$0.00	\$1,965.00	\$0.00	\$0.00
Plumbing	\$1,965.00	\$0.00	\$0.00	\$0.00	\$1,965.00	\$0.00	\$0.00	\$1,965.00	\$0.00	\$0.00
Window Restoration	\$13,586.08	\$0.00	\$0.00	\$0.00	\$13,586.08	\$0.00	\$0.00	\$13,586.08	\$0.00	\$0.00
Door Restoration	\$1,058.00	\$0.00	\$0.00	\$0.00	\$1,058.00	\$0.00	\$0.00	\$1,058.00	\$0.00	\$0.00
Storm Windows	\$9,600.00	\$0.00	\$0.00	\$0.00	\$9,600.00	\$0.00	\$0.00	\$9,600.00	\$0.00	\$0.00
Roofing	\$2,115.00	\$0.00	\$0.00	\$0.00	\$2,115.00	\$0.00	\$0.00	\$2,115.00	\$0.00	\$0.00
Gutters	\$992.00	\$0.00	\$0.00	\$0.00	\$992.00	\$0.00	\$0.00	\$992.00	\$0.00	\$0.00
Painting	\$13,180.00	\$0.00	\$0.00	\$0.00	\$13,180.00	\$0.00	\$0.00	\$13,180.00	\$0.00	\$0.00
TOTAL:	\$157,748.53	\$0.00	\$6,000.00	\$6,000.00	\$151,748.53	\$0.00	\$5,880.00	\$151,868.53	\$120.00	\$5,880.00



FINE DESIGN & HISTORIC PRESERVATION

20 Municipal Drive
Phillipsburg, N.J. 08865-7800

Invoice

Date	Invoice #
9/12/2018	MBMEC #5

Bill To

Mansfield Township
c/o Dena Hrebenak, Municipal Clerk
100 Port Murray Road
Port Murray, NJ 07865

Due Date
10/12/2018

Item	Description	Hours	Rate/Fee	Amount
Architectural Services	Mount Bethel Methodist Episcopal Church Project 2017-004 Progress Billing to 90% Complete project meetings and construction observations		2,250.00	2,250.00
			Total	\$2,250.00
			Payments/Credits	\$0.00
			Balance Due	\$2,250.00

Phone #	Fax #
(908) 387-8630	(908) 387-1493

APPLICATION AND CERTIFICATION FOR PAYMENT

ALA DOCUMENT G702

PAGE 1 OF 2

TO OWNER: Township of Mansfield, Warren County, NJ
100 Port Murray Road
Port Murray, NJ 07865

ML Bethel Church
Phase II Repairs

Invoice 2
Date: September 15, 2013

FROM CONTRACTOR:
Kunzman Construction, LLC
238 Oak Summit Road
Pittsford, NJ 08867

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Confirmation Sheet, ALA Document G703, is attached.

CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payments shown herein is now due.

CONTRACTOR:
Kunzman Construction, LLC

By: Mitchell Kunzman, President

Date: 9-25-2013

State of: New Jersey
Subscribed and sworn to before me this 25th day of September 2013
Notary Public: [Signature]
My Commission expires: [Signature]

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the Architect's knowledge, information and belief the Work has progressed as indicated, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 22,932.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Confirmation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: [Signature] Date: 9/24/13
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Interest, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ALA DOCUMENT G702 - APPLICATION AND CERTIFICATION FOR PAYMENT - 1992 EDITION - ALA - ©1992
Users may obtain validation of this document by requesting a completed ALA Document D401 - Certification of Documents' Authenticity from the Licensee.

1. ORIGINAL CONTRACT SUM	\$157,748.53
2. Net change by Change Orders	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$157,748.53
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$29,400.00
5. RETAINAGE:	
a. 2 % of Completed Work	\$388.00
b. (Column D + E on G703)	
% of Shared Material	\$
(Column F on G703)	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$388.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$128,348.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$3,880.00
8. CURRENT PAYMENT DUE	\$124,468.53
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$33,380.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	0.00	
TOTALS	0.00	
NET CHANGES by Change Order	0.00	

Mount Bethel Methodist Church, Phase II Repairs										Invoice 2	
Township of Mansfield, Warren County, New Jersey											
100 Port Murray Road, Port Murray, NJ 07865											
Kenzman Construction, LLC										Date: September 15, 2018	
238 Oak Summit Road, Pittsford, NJ 08867											

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 1

TO OWNER: Township of Mansfield, Warren County, NJ
100 Port Murray Road
Port Murray, NJ 07865

Mr. Bethel Church
Phase II Repairs

Invoice 3
Date: October 21, 2018

Distribution to:

☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:
Kauzmann Construction, LLC
238 Oak Summit Road
Pittsboro, NJ 08867

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM \$157,748.53
2. Net change by Change Orders \$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$157,748.53
4. TOTAL COMPLETED & STORED TO DATE (Column C on G703) \$59,800.00

5. RETAINAGE: \$596.00
a. 2 % of Completed Work
b. (Column D + E on G703)
% of Stored Material \$ -

Total Retainage (Lines 5a + 5b or Total in Column F of G703) \$ \$596.00
6. TOTAL EARNED LESS RETAINAGE \$ \$48,892.00
(Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ \$28,812.00
8. CURRENT PAYMENT DUE \$ \$19,972.00
9. BALANCE TO REMAIN, INCLUDING RETAINAGE \$ \$108,044.53
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved to previous months by Owner		
Total approved this month	0.00	
TOTALS	0.00	
NET CHANGES by Change Order	0.00	

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
My Commission Expires May 24, 2021

AMOUNT CERTIFIED 19,992.00
I hereby certify that the amount certified differs from the amount applied for (unless the application and audit Confirmation Sheet that are changed to conform with the amount certified).
ARCHITECT

By: [Signature] Date: 11/5/18
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

100 Port Murray Road, Port Murray, NJ 07866

Kantaman Construction, LLC	
238 Oak Summit Road, Pittstown, NJ 08567	

Kantaman Construction, LLC	
238 Oak Summit Road, Pittstown, NJ 08567	

Kantaman Construction, LLC	
238 Oak Summit Road, Pittstown, NJ 08567	

Mount Ridge Methodist Church, Phase II Repairs													Invoice 3	
Township of Mendham, Warren County, New Jersey													Date: October 21, 2018	
1001 Port Murray Road, Port Murray, NJ 07865														
Kensington Construction, LLC														
238 Oak Summit Road, Pittsford, NJ 08867														
DESCRIPTION	SCHEDULED VALUE	MONTH INVOICED	THIS PERIOD	VOICED COMPLETED		BALANCE TO FINISH	2% DATE		COMPLETED TO DATE LESS RETAINAGE	BALANCE TO FINISH INCLUDING RETAINAGE	NET RETAINAGE THIS INVOICE	HIT BILLED THIS PERIOD		
				% COMP	TO DATE		DATE							
General Conditions	\$40,107.51	\$9,000.00	\$1,500.00	\$9,500.00	24	\$30,607.51	\$150.00		\$9,310.00	\$30,797.51	\$30.00	\$1,470.00		
Masonry	\$73,236.54	\$18,900.00	\$15,950.00	\$94,850.00	48	\$38,439.54	\$695.00		\$34,104.00	\$39,135.54	\$318.00	\$1,558.00		
Excavation	\$1,965.00	\$0.00	\$1,000.00	\$1,000.00	51	\$965.00	\$20.00		\$980.00	\$985.00	\$20.00	\$960.00		
Plumbing	\$1,985.06	\$0.00	\$2.00	\$0.00	0	\$1,985.00	\$0.00		\$0.00	\$1,985.00	\$0.00	\$0.00		
Window Restoration	\$13,586.08	\$1,500.00	\$1,000.00	\$2,500.00	18	\$11,086.08	\$50.00		\$2,450.00	\$11,136.08	\$20.00	\$580.00		
Door Restoration	\$1,058.00	\$0.00	\$2.00	\$0.00	0	\$1,055.00	\$0.00		\$0.00	\$1,055.00	\$0.00	\$0.00		
Storm Windows	\$9,600.00	\$0.00	\$0.00	\$0.00	0	\$9,600.00	\$0.00		\$0.00	\$9,600.00	\$0.00	\$0.00		
Roofing	\$2,115.00	\$0.00	\$0.00	\$0.00	0	\$2,115.00	\$0.00		\$0.00	\$2,115.00	\$0.00	\$0.00		
Gutters	\$932.00	\$0.00	\$0.00	\$0.00	0	\$932.00	\$0.00		\$0.00	\$932.00	\$0.00	\$0.00		
Painting	\$13,180.00	\$1,000.00	\$1,000.00	\$2,000.00	15	\$11,180.00	\$40.00		\$1,960.00	\$11,120.00	\$20.00	\$880.00		
TOTAL:	\$157,748.53	\$29,400.00	\$20,400.00	\$49,800.00	32	\$107,948.53	\$995.00		\$48,804.00	\$108,944.53	\$408.00	\$19,892.00		

18-01105



20 Municipal Drive
Phillipsburg, N.J. 08865-7800

Invoice

Date	Invoice #
11/7/2018	MBMEC #6

Bill To

Mansfield Twship
c/o Dena Hrebenak, Municipal Clerk
100 Port Murray Road
Port Murray, NJ 07865

Due Date
12/8/2018

Item	Description	Hours	Rate/Fee	Amount
Architectural Services	Mount Bethel Methodist Episcopal Church Project 2017-004 Progress Billing to 95% Complete Ongoing Construction Observation		1,125.00	1,125.00

Total		\$1,125.00
Payments/Credits		\$0.00
Balance Due		\$1,125.00

Phone #	Fax #
(908) 387-8630	(908) 387-1493

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER: Township of Mansfield, Warren County, NJ
100 Port Murray Road
Port Murray, NJ 07865

Mc Bethel Church
Phase II Repairs

Invoice # _____
Date: December 2, 2018

FROM CONTRACTOR:

Kunzman Construction, LLC
238 Oak Summit Road
Pittstown, NJ 08867

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

An application is made for payment, as shown below, in connection with the Contract.
Confirmation Sheet, AIA Document G703, is attached.

CONTRACT DATE:

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Kunzman Construction, LLC

By: Mitchell Kunzman, President

Date: _____

State of New Jersey County of Morris
Subscribed and sworn to before me this 13 day of December
Notary Public: [Signature]
My Commission expires: 5/23/13

12-13-2018

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

12,161.40

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Confirmation Sheet that are changed to conform with the amount certified.)
ARCHITECT: _____

By: _____

Date: 12/11/18

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Assent, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-6222
Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

1. ORIGINAL CONTRACT SUM		\$157,748.53
2. Net change by Change Orders		\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)		\$157,748.53
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		\$63,230.00
5. RETAINAGE:		
a. $\frac{2}{100}$ % of Completed Work	\$	\$1,264.60
b. $\frac{1}{100}$ % of Stored Material	\$	
Total Retainage (Lines 5a + 5b or		
Total in Column I of G703)	\$	\$1,264.60
6. TOTAL EARNED LESS RETAINAGE		\$
(Line 4 Less Line 5 Total)		\$61,963.40
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		\$
8. CURRENT PAYMENT DUE	\$	\$48,804.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	\$13,161.40
(Line 3 less Line 9)		\$95,783.13
CHANGE ORDER SUMMARY		
Total changes approved	ADDITIONS	DEDUCTIONS
In previous months by Owner		
Total approved this Month		
TOTALS	0.00	
NET CHANGES by Change Order		0.00



Mount Bethel Methodist Church, Phase II Repairs

Township of Mansfield, Warren County, New Jersey

100 Port Murray Road, Port Murray, NJ 07865

Kunzman Construction, LLC

238 Oak Summit Road, Pittsford, NJ 08867

Invoice #

Date: December 2, 2018

DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED				BALANCE TO FINISH	2% DATE	COMPLETED TO DATE LESS RETAINAGE	BALANCE TO FINISH INCL. RETAINAGE	NET RETAINAGE THIS INVOICE	NET BILLED THIS INVOICE
		PERIOD	THIS PERIOD	TO DATE	% COMP						
General Conditions	\$40,107.91	\$9,500.00	\$3,000.00	\$12,500.00	31	\$27,607.91	\$250.00	\$12,250.00	\$27,857.91	\$60.00	\$2,940.00
Masonry	\$73,239.54	\$34,800.00	\$5,000.00	\$39,800.00	54	\$33,439.54	\$796.00	\$39,004.00	\$34,239.54	\$100.00	\$4,900.00
Excavation	\$1,965.00	\$1,000.00	\$965.00	\$1,965.00	100	\$0.00	\$39.30	\$1,925.70	\$39.30	\$19.30	\$945.70
Plumbing	\$1,965.00	\$0.00	\$1,965.00	\$1,965.00	100	\$0.00	\$39.30	\$1,925.70	\$39.30	\$19.30	\$945.70
Window Restoration	\$13,586.08	\$2,500.00	\$1,000.00	\$3,500.00	26	\$10,086.08	\$70.00	\$3,430.00	\$10,156.08	\$20.00	\$980.00
Door Restoration	\$1,058.00	\$0.00	\$500.00	\$500.00	47	\$558.00	\$10.00	\$490.00	\$568.00	\$10.00	\$490.00
Storm Windows	\$9,600.00	\$0.00	\$0.00	\$0.00	0	\$9,600.00	\$0.00	\$0.00	\$9,600.00	\$0.00	\$0.00
Roofing	\$2,115.00	\$0.00	\$0.00	\$0.00	0	\$2,115.00	\$0.00	\$0.00	\$2,115.00	\$0.00	\$0.00
Gutters	\$932.00	\$0.00	\$0.00	\$0.00	0	\$932.00	\$0.00	\$0.00	\$932.00	\$0.00	\$0.00
Painting	\$13,180.00	\$2,000.00	\$1,000.00	\$3,000.00	23	\$10,180.00	\$60.00	\$2,940.00	\$10,240.00	\$20.00	\$980.00
TOTAL:	\$157,748.53	\$49,800.00	\$13,430.00	\$63,230.00	40	\$94,518.53	\$1,264.60	\$61,955.40	\$95,783.13	\$268.60	\$13,161.40

ELECTRIC ARCHITECTURE LLC

FINE DESIGN & HISTORIC PRESERVATION

20 Municipal Drive
Phillipsburg, N.J. 08865-7800



Invoice

Date	Invoice #
1/8/2019	Addt #1

Bill To

Mansfield Twship
c/o Dena Hrebenak, Municipal Clerk
100 Port Murray Road
Port Murray, NJ 07865

Due Date

2/8/2019

Item	Description	Hours	Rate/Fee	Amount
Architectural Services	Mount Bethel Episcopal Church Ph II Project 2017-004			
Architectural Services	Additional Services - Construction Observation - Architect	5	120.00	600.00
	Additional Services - Construction Observation - Draftsman	19.75	95.00	1,876.25
C-04-44-226-0927-9001 1,568.47 ph=2				
Total				\$2,476.25
Payments/Credits				\$0.00
Balance Due				\$2,476.25

Phone #	Fax #
(908) 387-8630	(908) 387-1493

T-12-567289-0375-4043

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2

TO OWNER: Township of Mansfield, Warren County, NJ
109 Port Murray Road
Port Murray, NJ 07865

Mr. Bethel Church
Phase II Repairs

Invoice 5
Date: January 8, 2019

Distribution to:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR:
Kunzman Construction, LLC
238 Oak Summit Road
Pittsford, NJ 08867

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$157,748.53
2. Net change by Change Orders \$-3400.00
3. CONTRACT SUM TO DATE (Line 1 + 2) \$157,348.53
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$103,750.00

5. RETAINAGE:

a. 2 % of Completed Work \$2,074.50
(Column D + E on G703)
b. 0 % of Stored Material
(Column F on G703)
Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$2,074.50

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)

\$157,348.53
\$101,655.40

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)

\$61,965.40

8. CURRENT PAYMENT DUE

\$39,690.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)

\$55,693.13

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	(400.00)	
TOTALS	(400.00)	
NET CHANGES by Change Order	(400.00)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Kunzman Construction, LLC

By: Michael Kunzman, President

Date: 1-9-2019

State of New Jersey County of Hudson
Subscribed and sworn to before me this 9 day of January, 2019.
Notary Public: [Signature]
My Commission expires 3/23/23

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

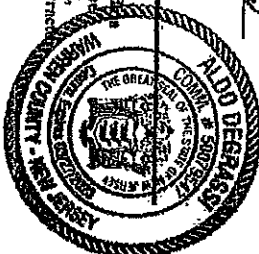
AMOUNT CERTIFIED \$ 39,690.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: [Signature] Date: 1/10/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Assurances, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Month Bethel Methodist Church, Phase II Repairs										Invoice 5	
Township of Mansfield, Warren County, New Jersey											
100 Port Murray Road, Port Murray, NJ 07865										Date: January 8, 2019	
Kunzman Construction, LLC											
238 Oak Summit Road, Pittsboro, NJ 08867											
DESCRIPTION	SCHEDULED VALUE	WORK COMPLETED			BALANCE TO FINISH	25% DATE	COMPLETED TO DATE LESS RETAINAGE	BALANCE TO FINISH INCL. RETAINAGE	NET RETAINAGE THIS INVOICE	NET BILLED THIS INVOICE	
		PIECES	PERIOD	TO DATE							% COMP
General Conditions	\$40,107.91	\$12,500.00	\$10,000.00	\$22,500.00	\$17,607.91	\$450.00	\$22,050.00	\$18,057.91	\$200.00	\$9,800.00	
Masonry	\$73,239.54	\$39,800.00	\$25,000.00	\$64,800.00	\$8,439.54	\$1,296.00	\$65,504.00	\$9,735.54	\$500.00	\$24,500.00	
Excavation	\$1,965.00	\$1,965.00	\$0.00	\$1,965.00	\$0.00	\$39.30	\$1,925.70	\$99.30	\$0.00	\$0.00	
Plumbing	\$1,965.00	\$1,965.00	\$0.00	\$1,965.00	\$0.00	\$39.30	\$1,925.70	\$99.30	\$0.00	\$0.00	
Window Restoration	\$13,586.08	\$3,500.00	\$4,000.00	\$7,500.00	\$6,086.08	\$150.00	\$7,350.00	\$6,236.08	\$80.00	\$3,920.00	
Door Restoration	\$1,058.00	\$500.00	\$0.00	\$500.00	\$558.00	\$10.00	\$490.00	\$568.00	\$0.00	\$0.00	
Storm Windows	\$9,630.00	\$0.00	\$0.00	\$0.00	\$9,630.00	\$0.00	\$0.00	\$9,630.00	\$0.00	\$0.00	
Roofing	\$2,115.00	\$0.00	\$0.00	\$0.00	\$2,115.00	\$0.00	\$0.00	\$2,115.00	\$0.00	\$0.00	
Gutters	\$932.00	\$0.00	\$0.00	\$0.00	\$932.00	\$0.00	\$0.00	\$932.00	\$0.00	\$0.00	
Painting	\$13,180.00	\$3,000.00	\$1,500.00	\$4,500.00	\$8,680.00	\$90.00	\$4,410.00	\$8,770.00	\$30.00	\$1,470.00	
SUB TOTAL:	\$157,748.53	\$63,230.00	\$40,500.00	\$103,730.00	\$54,018.53	\$2,074.60	\$101,655.40	\$56,093.13	\$810.00	\$29,690.00	
Change Orders											
Masonry Change	-\$400.00	\$0.00	\$0.00	\$0.00	-\$400.00	\$0.00	\$0.00	-\$400.00	\$0.00	\$0.00	
TOTAL:	\$157,348.53	\$63,230.00	\$40,500.00	\$103,730.00	\$53,618.53	\$2,074.60	\$101,655.40	\$55,693.13	\$810.00	\$29,690.00	

**ELECTRIC
ARCHITECTURE
LLC**
FINE DESIGN & HISTORIC PRESERVATION

MEMO

Project: Mount Bethel Church – Phase II
Date: May 8, 2019
Re: Project Status Update

The first meeting since January was held at the project site yesterday, May 6th due to the contractor stopping work.

The base contract was \$157,748.53. Total change orders to date equal a credit of \$400 with an adjusted contract amount of \$157,348.53.

To the best of my knowledge, to date the contractor has been paid \$101,655.40. A current payment application for \$16,468.45 has been submitted bringing the total to \$118,123.85. \$39,224.65 is remaining in the contracted amount.

Notice to proceed was given on July 12, 2018. Contract completion date was October 12, 2018. No change order requests for extensions for time have been submitted and no time extensions have been granted by the Municipality.

While the project is proceeding, it is proceeding extremely slowly without a clear direction offered by the contractor. It was requested that an updated construction schedule be presented to our office and the Township at the site meeting yesterday. The contractor did not have a construction schedule and indicated he did not know when he would have one. A construction schedule is the most important project management document and the Township should put added pressure on the contractor to submit a schedule immediately.

The project contract stipulates liquidated damages if it was not completed by the completion date. Contractual liquidated damages are \$250/day. Even if the contractor claims are accepted by the Township that bat guano on the interior delayed the project, there was a large amount of exterior work that was not completed by October. The Township needs to determine how to address liquidated damages.

If the contractor continues, more pressure should be placed on his performance by the Municipality. Very little work had been completed at the site since the last meeting in

January. The day of the meeting there was one painter working on site. There was no indication by the contractor that the project would be adequately staffed.

On many levels, the project does not appear to be managed well by the contractor. It may be difficult to remove the contractor at this late stage, but here are some recommendations:

- Do a change order directive to eliminate the interior storm windows from the project. This would be a \$9,600 credit. The contractor does not appear to have the understanding as to how to complete this task. The interior storm windows could be completed in a later phase of work without any disruption to overall progress.
- The Municipality should notify the contractor that a construction schedule is contractually mandatory and an updated schedule issued without delay.
- The Municipality should notify the contractor that the site must be adequately and fully staffed daily until final completion.
- The Municipality should notify the contractor of the contractual completion date.
- If the Municipality wants to pursue liquidated damages, there must be an official notification to the contractor stating that contractually they are to be applied to the project with all consideration taken for work that was delayed by issues the contractor had with the interior conditions.

It is advisable that the Municipality talk with our office before actions are taken so that our construction observation and communication with the contractor is coordinated.

Submitted for the firm,

Michael J. Margulies, RA, AIA

E C L E C T I C
ARCHITECTURE
LLC
FINE DESIGN & HISTORIC PRESERVATION

MEMO

Project: Mount Bethel Methodist Church Phase II
Building Envelope Restoration

Date: May 10, 2019

Re: Construction Schedule

A calendar indicating a construction schedule was forwarded to our office this morning. The following are comments after review:

1. There are tasks that are not included in the schedule necessary for final completion and described in the meeting minutes and previous memos such as modifying the window sills, removing the vent stack, painting the side door, punch listing, final site clean-up, etc.
2. The schedule indicates that window glazing will take the full four weeks of the schedule and will not be completed until the proposed day of final completion on June 7th. It is necessary to allow at least 14 days for the glazing to set prior to finishing as per the specifications. This process must be demonstrated in the field and the schedule must indicate this timeline.
3. The interior storm window measuring, ordering, lead time and installation do not appear on the schedule. It is unlikely that these tasks will all be able to be completed prior to the June 7th proposed date of final completion. Kunzman Construction has been asked to issue a change order credit request to eliminate the interior storm windows from the project scope (\$9,600).

May 2019

US Holidays
Birthdays
Untitled

April 2019

S M T W T F S
1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30

May 2019

S M T W T F S
1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30 31

June 2019

S M T W T F S
1
2 3 4 5 6 7 8
9 10 11 12 13 14 15
16 17 18 19 20 21 22
23 24 25 26 27 28 29
30

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
Cinco de Mayo	5 Beginning of Ramadan	6	7 9:00 AM PAINT WIN- DOWS	8 New Event 9:00 AM PAINT WIN- DOWS	9 8:00 AM PAINT WIN- DOWS 8:00 AM GLAZE WIN- DOWS 10:00 AM INSPECT UNDERGROUND POINTING	10 11
Mother's Day	12 New Event 8:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS	13 New Event 9:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS	14 9:00 AM GLAZE WIN- DOWS 9:00 AM E	15 9:00 AM PAINT WIN- DOWS 9:00 AM GLAZE WIN- DOWS	16 9:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS	17 18
	19 9:00 AM PAINT WIN- DOWS 9:00 AM GLAZE WIN- DOWS	20 9:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS 9:00 AM EPOXY	21 9:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS 9:00 AM EPOXY	22 9:00 AM PAINT WIN- DOWS 9:00 AM GLAZE WIN- DOWS 9:00 AM EPOXY	23 9:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS 9:00 AM EPOXY	24 25
New Event	26 Memorial Day 9:00 AM PAINT WIN- 9:00 AM GLAZE WIN- 9:00 AM REPLACE and 2 more...	27 9:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS 9:00 AM PAINT FRONT DOORS	28 9:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS	29 9:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS	30 9:00 AM PAINT WIN- DOWS 9:00 AM GLAZE WIN- DOWS	31 9:00 AM MEMOMORI- AL DAY

June 2019

US Holidays
Birthdays
Untitled

May 2019

S M T W T F S
1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30 31

June 2019

S M T W T F S
1 2 3 4
5 6 7 8 9 10 11
12 13 14 15 16 17 18
19 20 21 22 23 24 25
26 27 28 29 30 31

July 2019

S M T W T F S
1 2 3 4 5 6
7 8 9 10 11 12 13
14 15 16 17 18 19 20
21 22 23 24 25 26 27
28 29 30 31

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3 Eid al-Fitr 9:00 AM PAINT WIN- DOWS 9:00 AM GLAZE WIN- DOWS	4 9:00 AM PAINT WIN- DOWS 9:00 AM GLAZE WIN- DOWS	5 9:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS	6 9:00 AM GLAZE WIN- DOWS 9:00 AM PAINT WIN- DOWS	7 9:00 AM PAINT WIN- DOWS 9:00 AM GLAZE WINDWS	8
9	10	11	12	13	14 Flag Day	15
16 Father's Day	17	18	19 Juneteenth	20	21	22
23	24	25	26	27	28	29
30						

MT Bethel Phase II

MICHAEL B. LAVERY
MICHAEL S. SELVAGGI*
JOHN J. ABROMITIS
LAWRENCE P. COHEN*
KATHERINE E. INGRASSIA*
JAMES F. MOSCAGIURI
KATRINA L. CAMPBELL*
RICHARD W. WENNER*
WILLIAM H. FANDOS*
BRANDON A. GRANDA

*CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY
*MEMBER OF NJ AND PA BAR
*MEMBER OF NJ AND NY BAR

LAW OFFICES
LAVERY, SELVAGGI, ABROMITIS & COHEN

A PROFESSIONAL CORPORATION
1001 ROUTE 517
HACKETTSTOWN, NEW JERSEY 07840
(908) 852-2600
FAX (908) 852-8225
WWW.LSACLAW.COM

23 CATTANO AVENUE
AT CHANCERY SQUARE
MORRISTOWN, NJ 07960
Telephone (973) 285-1281
Facsimile (973) 285-0271

OF COUNSEL:

RAVINDER S. BHALLA
JAMES A. COURTER
JOEL A. KOBERT
PETER J. COSSMAN
ROBERT V. STILES

SENDER'S DIRECT EMAIL
MLAVERY@LSACLAW.COM

June 6, 2019

Via email: adlinden@nowwis-law.com

Andrew D. Linden
Norris McLaughlin, PA
400 Crossing Blvd., 8th Floor
P.O. Box 5933
Bridgewater, NJ 08807

Re: Mount Bethel Church, Mansfield Township
Kunzman Construction

Dear Mr. Linden:

I am in receipt of your letter dated May 13, 2019 which I find to be completely self-serving; however, I take it in the spirit it was intended. A contract was executed between the Township and Kunzman Construction to perform certain work on Mount Bethel Church. During the course of the contract your client complained of the presence of bats in the building which he felt impacted his ability to complete the contracted work. Due to your clients concerns about working in an area inhabited by bats, the Township was forced to hire a pest removal company to have the bats remediated. The Township advised your client that the bats had been removed and that he could proceed with the work.

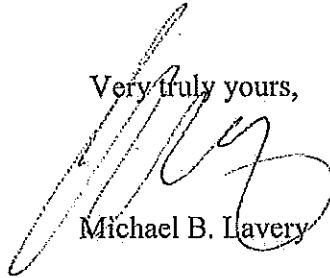
Thereafter, your client, apparently believing that he is a Chiroptologist, advised that the bats were still there, and purportedly took photos of the scene. By letter dated April 12, 2019 you forwarded copies of the pictures purportedly showing the presence of bats. I forwarded you a copy of the receipt from the pest control company showing that the bats had in fact been remediated. Michael Margulies, the historic architect overseeing the project, scheduled a meeting and questioned your client with regard to some of the work that was performed which was not performed in accordance with the contract. Apparently, your client took offense to Mr. Margulies legitimate concerns. Mr. Margulies requested that your client deliver a project schedule which as of today's date has not been supplied.

With regard to the threat of liquidated damages, I wrote to you previously and we agreed that work would not resume until the bat issue was remediated. Obviously, the Township would not be in the position to seek liquidated damage for the "bat remediation" period. However, delays caused by your client both before and after the "bat remediation" would be subject to liquidated damages.

{00612698-1}

I hope that by the time this letter reaches you that your client has provided a valid project schedule and the project is proceeding. However, if as we discussed your client no longer to wishes to continue the work on the project please contact me and we can discuss a separation so that the Township may move forward with this project.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'M. Lavery', is written over the typed name.

Michael B. Lavery

MBL/jc

Cc: Dena Hrebenak, RMC (via email only)
Mayor and Township Committee (via email only)
Michael Margulies (via email only)

RE: Mt. Bethel Church

Michael J Margulies

Wed 6/26/2019 11:30 AM

Inbox

To: 'Michael Lavery' <mlavery@lsaclaw.com>;

Cc: Dena Hrebenak <dhrebenak@mansfieldtownship-nj.gov>;

1 attachments (91 KB)

Mt Bethel Memo 190626.pdf;

Hi Mike, glad to see this is moving ahead. Based on the visit yesterday, work is progressing towards the work goals in the settlement agreement. Dena, I've attached a memo to that effect if needed for the committee meeting.

Recommendations on the agreement:

Article #2. Payment - should read that the lump sum would be authorized for payment at the first committee meeting following the completion of the scope of work defined in the settlement agreement with the anticipated payment date being July 11. It should also read that the Township will not require any further paperwork from KC in order to make the payment. (it should not set a date or say the Township represents it has received paperwork because it has not)

Article #3 should be broken apart.

Article #3. Schedule - It is anticipated that KC shall complete the scope of work as defined in 3.1 (or whatever #) no later than July 3, 2019. The Township will require that the settlement scope of work be completed one week prior to a scheduled Committee meeting to ensure adequate time for review and placement on the agenda for payment.

Article #3.1 Work - "Kunzman Construction shall complete the exterior work of the project including glazing, painting, replacement of two downspouts, completion of masonry pointing exposing masonry below grade to demonstrate completion). KC shall not be responsible for"

Thanks
Michael

Michael J. Margulies, RA, AIA
Eclectic Architecture, LLC
20 Municipal Drive
Phillipsburg, New Jersey 08865
908-387-8630

From: Michael Lavery <mlavery@lsaclaw.com>
Sent: Wednesday, June 26, 2019 10:13 AM
To: Michael J Margulies <mjm@eclecticarchitecture.com>
Cc: Dena Hrebenak <dhrebenak@mansfieldtownship-nj.gov>
Subject: FW: Mt. Bethel Church

Michael.

I am reviewing now, let me know if you have any comments/revisions.

Thanks,
Mike

Michael B. Lavery

COUNSELLOR AT LAW

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From: Andrew D. Linden, Esq. <adlinden@norris-law.com>
Sent: Tuesday, June 25, 2019 10:54 AM
To: Michael Lavery <mlavery@lsaclaw.com>
Cc: Jessica Cano <jcano@lsaclaw.com>
Subject: Mt. Bethel Church

Mike,

Attached is a DRAFT settlement agreement subject to my client's review. It is missing the remaining work to be done by Kunzman, but I figured I'd get it to you in the meantime for review. I'm headed to NYC but will be checking emails and voicemail. Thanks.

Andrew D. Linden, Esq.

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License # 13VH00039900**

Mt Bethel Church
Phase II

PROPOSAL

CUSTOMER: Mansfield Twsp DPW
ADDRESS: Route 57
Beattystown, NJ
Attention: John Snyder

TELEPHONE:

DATE: 6/11/19

Description of work: Install 6-mil plastic sheathing on bottom of ceiling joists at Mt. Bethel Church. Material needed for the job supplied by the customer—two rolls 12'x100 6-mil plastic, twelve 5/4 x 3—16 spruce furring strips.

Proposed cost of work: \$ 1250.00

Egan's Industry proposes to furnish labor and materials in accordance with the above description at the stated cost. Any changes, upgrades and/or additions will be at the added cost of the customer. Payment will be made as follows:

1. With the signing of the PO
2. Remainder due upon completion of the job.

NOTE: This proposal may be withdrawn by **Egan's Industry** if not accepted by customer within 30 days. Customer has 3 days from the signing of the contract to cancel this agreement.

Please sign below and return one copy.

The above prices, specifications and conditions are accepted. Egan's Industry is authorized to complete the work described above. Payment will be made as outlined above.

Contractor signature _____	Date _____
Customer's signature _____	Date _____
Customer's signature _____	Date _____

1. The first part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation $f(x) = \int_0^x f(t) dt$. It is shown that $f(x)$ is a constant function, and its value is determined by the initial condition $f(0) = 1$.

2. The second part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation $f(x) = \int_0^x f(t) dt$.

It is shown that $f(x)$ is a constant function, and its value is determined by the initial condition $f(0) = 1$.

The third part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation $f(x) = \int_0^x f(t) dt$.

It is shown that $f(x)$ is a constant function, and its value is determined by the initial condition $f(0) = 1$.

The fourth part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation $f(x) = \int_0^x f(t) dt$.

It is shown that $f(x)$ is a constant function, and its value is determined by the initial condition $f(0) = 1$.

The fifth part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation $f(x) = \int_0^x f(t) dt$.

It is shown that $f(x)$ is a constant function, and its value is determined by the initial condition $f(0) = 1$.

The sixth part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation $f(x) = \int_0^x f(t) dt$.

It is shown that $f(x)$ is a constant function, and its value is determined by the initial condition $f(0) = 1$.

The seventh part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation $f(x) = \int_0^x f(t) dt$.

ECLECTIC ARCHITECTURE LLC

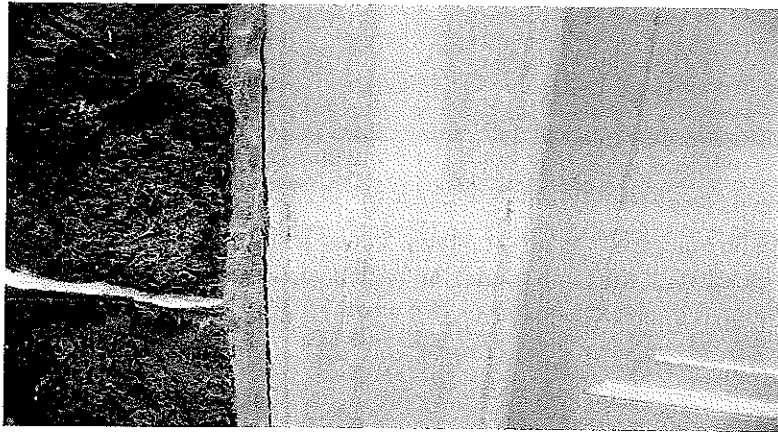
FINE DESIGN & HISTORIC PRESERVATION

MEMO

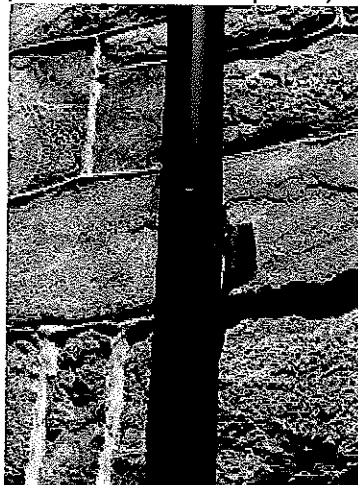
Project: Mount Bethel Methodist Church Phase II
Building Envelope Restoration
Date: July 10, 2019
Re: Work Progress Site Visit Review

The following items related to project completion were observed as incomplete or inadequate:

1. There are areas where the re-pointing of mortar against door and window casings has shrunk. These gaps need to be filled with paintable flexible acrylic latex caulk and painted to match the trim.



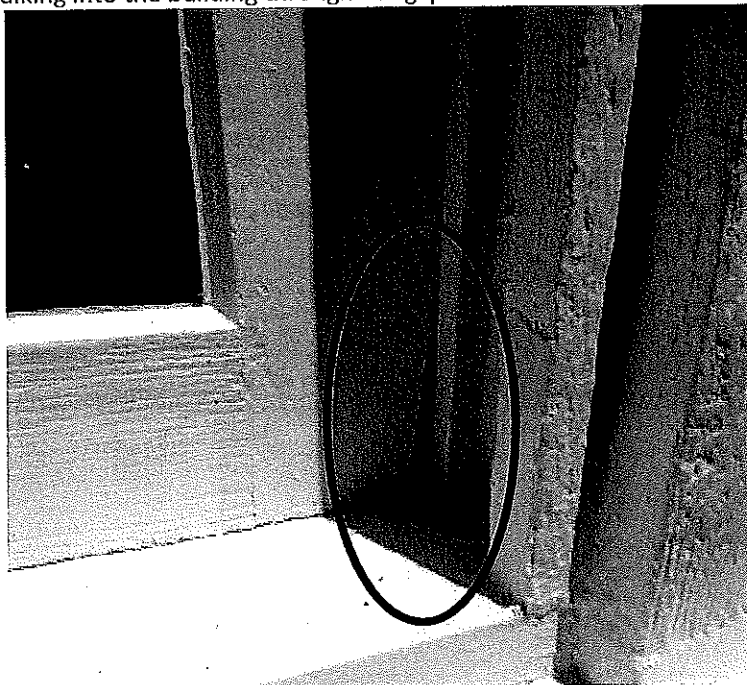
2. The Southwest downspout appears to have been replaced, but the replacement is dented.



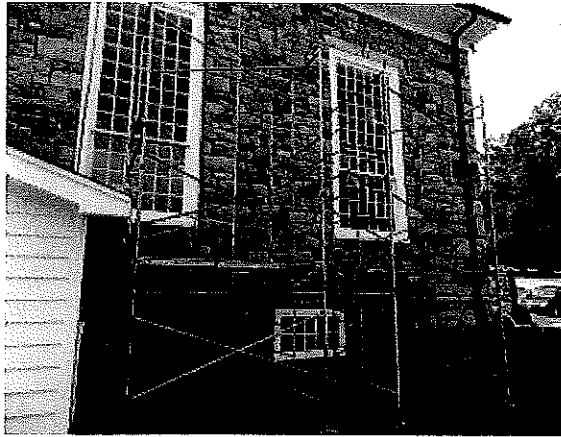
5. Observation pits where dug to view the masonry work below grade. However, the pits do not expose the 12" specified depth and do not show evidence that any re-pointing work was done below grade. It appears that the new pointing work stops at the top of grade and mortar below grade is missing in places, possibly removed to prepare for re-pointed that never happened. Masonry re-pointing must be done to 12" below grade on the south and west elevations.



6. At the south side west end main window, the lower sash had not been fully repaired. A large chunk of sash frame is missing allowing air and insects to enter the building. An ant can be seen in the photo walking into the building through the gap...



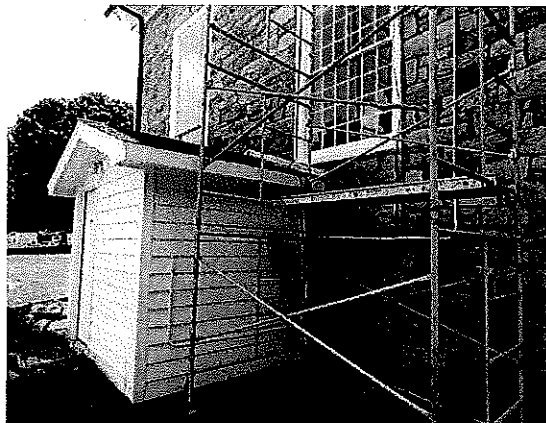
9. At the north side of the building, two stories of scaffolding remain and must be removed prior to project closeout.



10. At the north side cellar window, the rusted hinges at the top of the sash haven't been replaced with stainless steel ones as had been promised several times.



11. At the north side one-story entrance structure roof, the incorrect flashing against the masonry wall still remains that was not provided with the color specified. At the ridgeline, where each piece of flashing overlaps, there is a gap that was supposed to be riveted tight and closed.



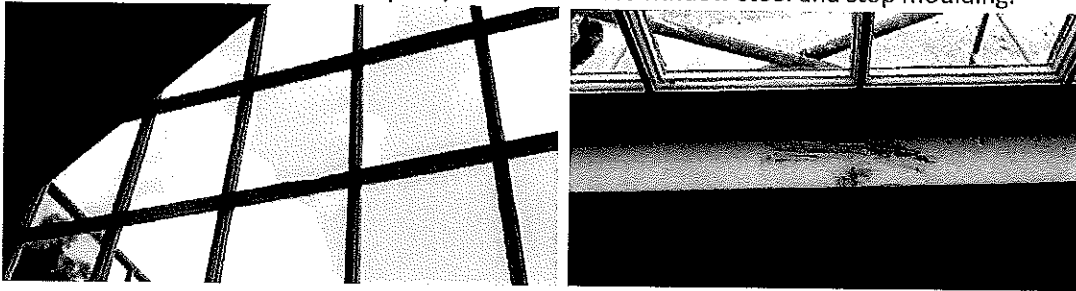
14. At the south side center main window at the interior the east side, the stop moulding and window stool have been recently gouged and not repaired or refinished.



15. At the south side center main window, epoxy repair work at the muntins of the lower sash has not been completed and finished.



18. At the upper sash of the north side main window at the west end it is evident that epoxy filler work at the muntins is incomplete, as well as at the window stool and stop moulding.



20. Window sash at the 2nd floor balcony facing west have not been installed properly. The window sash parting strips are missing. The original existed when the project commenced and were removed by the contractor when the sash were removed. No replacement was installed but rather the window sash have been loosely screwed in place to pinch the sash. The condition is not appropriate or weathertight and the lower sash are not set plumb being canted inward.



