

**Mansfield Township
BID DOCUMENT CHECKLIST**

Required with Bid Submission (Owner's checkmarks)	Submission Requirement	Initial each required entry and if required submit the item (Bidder's Initials)
X	Failure to submit the following documents is a mandatory cause for the bid to be rejected. (N.J.S.A. 40A:11-23.2)	
X	A bid guarantee as required by N.J.S.A. 40A:11-21	TM
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	TM
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	TM
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	TM
X	If applicable, bidder's acknowledgment of receipt of any notice(s), revision(s), or addenda to an advertisement, specifications, or bid document(s).	TM
Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1)		
X	Public Works Contractor Certificate	
X	Non-Collusion Affidavit (Notarized)	TM
X	Affirmative Action Compliance Notice	TM
X	Bid Proposal Form	TM
X	References	TM
X	Status of present contracts	TM
X	Relevant Experience of the Firm	TM
X	IRAN Certification	TM

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

Robert Wozniak
Name of Bidder

Preservation Works Ltd

Signature

Date

3/25/2020

SOLICITATION OF BIDS FOR

Mount Bethel Methodist Church Phase III-Masonry Restoration

Enclosed are the terms, specifications and bid forms.

BIDS DUE: March 25, 2020.

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

NAME OF BIDDER: Preservation Works Ltd.

ADDRESS: 120 N. Locust St.
Easton, PA 18042

TEL NUMBER: 484.548.0524

FAX NUMBER: _____

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

C. SPECIFICATIONS

MOUNT BETHEL METHODIST CHURCH - PHASE III - MASONRY RESTORATION

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

Date 3/16/2020

A. BID

We, Preservation Works Ltd., the Undersigned, will furnish all labor, material, equipment and services necessary for all construction required to comprise the entire project, under a single prime contract, for the MOUNT BETHEL METHODIST CHURCH - PHASE III - MASONRY RESTORATION project in accordance with the Contract Documents and Addenda thereto as furnished by Eclectic Architecture, for the total sum of:

One hundred and Four thousand, eight hundred Dollars
(\$ 104,800.00)

Alternate #1 ADD/DEDUCT twenty two thousand Dollars
(\$ 22,000.00) for the reconstruction of the northwest front stoop.

Alternate #2 ADD/DEDUCT twenty four thousand Dollars
(\$ 24,000.00) for the reconstruction of the northwest retaining wall.

EVERY BIDDER MUST INDICATE THE BID PRICE ABOVE IN INK IN BOTH WORDS AND FIGURES.

Mansfield Township Municipal Building

MT. Bethel Methodist Church Phase III
Bids Due: March 25, 2020

We, the Undersigned, propose to subcontract work, in conjunction with this single overall bid submitted, to the following:

N/A

Trade

Company Name

Company Address

Trade

Company Name

Company Address

Trade

Company Name

Company Address

STATUS OF CONTRACTS & REFERENCES

The following Qualification Statements will be issued and used in the evaluation of potential bidders. The evaluation will be based on the submission of a complete and eligible form, content of the form and any and all information derived from further investigation by Warren County Cultural and Heritage Commission through references, inquiries, site visits, etc.

1. General Information

Name: Preservation Works Ltd

Address: 120 N. Locust St., Easton, PA 18042

Phone: 484.548.0524

Fax: _____

Email: info@preservationworks.us

Website: www.preservationworks.us

Type of Entity (Corporation, LLC, etc.): Corporation

Date Established: 4/19/2007

List Owners, Partners and Officers:

Robert Wozniak - Owner

2. Have there been any contractual disagreements, project terminations, licensing issues or insurance claims against the firm in the past five (5) years: yes ☐ no ☒

If "yes", list the project, owner, architect and circumstances.

3. Has there been any denial for a Consent of Surety, Bid Bonding or Performance Bonding in the past three (3) years: yes ☐ no ☒

If "yes", list the project and circumstances.

4. Relevant Experience of the Firm

List two (2) successful, relevant projects completed within the last five (5) years which had individual project costs of \$75,000 minimum. The projects must be relevant, historically sensitive projects which were executed in compliance with the Standards set by the Secretary of the Interior for the Treatment of Historic Properties and also must have undergone review by an official Historic Preservation regulatory or advisory body.

Project 1Name: Mt. Bethel Methodist Church - Building Envelope RestorationAddress: 350 Mount Bethel Rd., Port Murray, NJ 07865Construction Cost: \$72,600.00Construction Dates: Sept. 2018 - Dec. 2018Owner and Phone Number: Township of Mansfield - 908.689.6151Architect and Phone Number: Eclectic Architecture, LLC - 908.387.8630Review Body: Township of Mansfield

Scope of Work:

Stone repointing**Project 2**Name: Heller Homestead Stone workAddress: 1892 Friedensville Rd., Hellertown, PA 18055Construction Cost: \$78,170.00Construction Dates: April 2018 - Dec. 2019Owner and Phone Number: Lower Saucon Township - 610.865.3291

Architect and Phone Number:

Review Body: Lower Saucon Township - Council, Saucon Valley Conservancy

Scope of Work:

Stone repointing, stair rebuild, handrails

5. Current Projects:

List all current projects. Use additional sheets as required.

Project 1

Name: Carl Martinez - Facade RestorationAddress: 111 N. 4th St, Easton, PA 18042Construction Cost: \$25,000.00Scheduled Completion: April 2020Owner and Phone Number: Carl Martinez

Architect and Phone Number: _____

Scope of Work:

Demo, Door in fill, Plaster on front facade, paint removal on side

Project 2

Name: Ken GrossAddress: 4691 Durham Rd., Kitnersville, PAConstruction Cost: \$18,500.00Scheduled Completion: April 2020Owner and Phone Number: Ken GrossArchitect and Phone Number: PA

Scope of Work:

Plaster parging

Project 3

Name: Cory CampbellAddress: 370 Spring Hill Rd., Riegelsville, PA 18077Construction Cost: \$10,150.00Scheduled Completion: June 2020Owner and Phone Number: Cory Campbell

Architect and Phone Number: _____

Scope of Work:

Stone repointing

5. Current Projects:

List all current projects. Use additional sheets as required.

Project 4

Name: Jesse Kenworthy
Address: 601 Paxinosa Ave, Easton, PA 18042
Construction Cost: \$16000.00
Scheduled Completion: May 2020
Owner and Phone Number: Jesse Kenworthy
Architect and Phone Number: _____
Scope of Work:
Chimney repointing, Chimney cap install

Project 5

Name: Scott Reda
Address: 219 Spring Garden St, Easton, PA 18042
Construction Cost: \$20,000.00
Scheduled Completion: Summer 2020
Owner and Phone Number: Scott Reda
Architect and Phone Number: _____
Scope of Work:
Brownstone Restoration

Project 6

Name: Jeanette + Harmon Purviance
Address: 829 Seneca St., Fountain Hill, PA
Construction Cost: \$5,500.00
Scheduled Completion: May 2020
Owner and Phone Number: Jeanette + Harmon Purviance
Architect and Phone Number: _____
Scope of Work:
Brick repointing

5. Current Projects:

List all current projects. Use additional sheets as required.

Project 1

Name: Church of the Redeemer - Restoration

Address: 230 Pennswood Rd., Bryn Mawr, PA 19010

Construction Cost: \$29,200.00

Scheduled Completion: Summer 2020

Owner and Phone Number: Church of the Redeemer

Architect and Phone Number: John Milner Architects, Inc. - 610.388.0111

Scope of Work:

Masonry cleaning and restoration

Project 2

Name: _____

Address: _____

Construction Cost: _____

Scheduled Completion: _____

Owner and Phone Number: _____

Architect and Phone Number: _____

Scope of Work:

Project 3

Name: _____

Address: _____

Construction Cost: _____

Scheduled Completion: _____

Owner and Phone Number: _____

Architect and Phone Number: _____

Scope of Work:

DESIGNATION OF SUBCONTRACTORS

The undersigned bidder has set forth below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the work to be performed under the offering to which the attached bid is responsive, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent of his total bid.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the OWNER setting forth the facts constituting the emergency or necessity.

The designation of a subcontractor does not relieve the Contractor of responsibility for performance under this agreement.

IF NO SUB-CONTRACTORS WILL BE USED WRITE "NONE" ON THE FIRST LINE. ATTACH ADDITIONAL SHEETS IF REQUIRED.

NAME: NONE

ADDRESS: _____

PORTION OF WORK: _____

NAME OF BIDDER: _____

BY: _____

AFFIRMATIVE ACTION COMPLIANCE NOTICE

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

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

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

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

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

OR

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

OR

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

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

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

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

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

COMPANY: Preservation work Ltd. SIGNATURE: Tara McKinney

PRINT NAME: Tara McKinney TITLE: Manager

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

Quote Number: _____

Bidder/Officer: Preservation Works Ltd.

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

Name _____ Relationship to Bidder/Officer _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Officer Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): Tara McKinney

Signature: Tara McKinney

Title: Manager

Date: 3/16/2020

DATE: 3/16/2020**STOCKHOLDER DISCLOSURE CERTIFICATION**
This Statement Shall Be Included with Bid SubmissionName of Business Preservation Works Ltd☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: Phil W. A. Name: _____Home Address: 120 N. Locust St Home Address: _____Easton PA 18042

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Subscribed and sworn before me this 27th day ofMarch, 2020

(Affiant)

(Notary Public)

Douglas Clegg

(Print name & title of affiant)

My Commission expires: 09/21/2022

(Corporate Seal)

DOUGLAS CLEGG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/21/2022

NON-COLLUSION AFFIDAVIT

State of New Jersey

County of Warren

ss: 167-62-8769 (personal)

I, Robert Wozniak residing in Easton
(name of affiant) (name of municipality)
in the County of Northampton and State of Pennsylvania of

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

I am Owner of the firm of Preservation Works Ltd.
(title or position) (name of firm)

the bidder making this Proposal for the bid entitled
Mt. Bethel Church - Phase III - Masonry Restoration
(title of bid proposal), and that I executed the said proposal with

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

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

Subscribed and sworn to

before me this day 23rdMarch, 2020

Douglas Clegg
Notary public of

Robert J Wozniak
Signature
Robert J Wozniak
(Type or print name of affiant under signature)

My Commission expires 9/21/2022

DOUGLAS CLEGG
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/21/2022

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER, WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE
Home Improvement Contractors

HAS REGISTERED

PRESERVATION WORKS LTD
Robert Wozniak
120 N. Locust St.
Easton PA 18042

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

03/06/2020 TO 03/31/2021
VALID

13VH08798400
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

Paul Rodriguez
ACTING DIRECTOR

NOT AN
ELECTRICIAN'S
OR PLUMBER'S
LICENSE

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
PRESERVATION WORKS LTD
Home Improvement Contractor

03/06/2020 TO 03/31/2021
VALID

13VH08798400
License/Registration/Certificate #

SIGNATURE

Paul Rodriguez
ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:

Home Improvement Contractors
P.O. Box 45016
Newark, NJ 07101

PLEASE DETACH HERE

Certificate Number
721652

Registration Date: 02/22/2020
Expiration Date: 02/21/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Preservation Works Ltd
2020

Responsible Representative(s):
Robert Wozniak, Owner

Robert Asaro-Angelo

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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



112 West 34th Street
10th Fl., 21046
New York, NY 10018

Tel. 212-421-0772
Fax 212-845-2500
www.nurturenature.org

April 28, 2015

Subject: Reference letter for Rob Wozniak of Preservation Works, Ltd.

To Whom It May Concern;

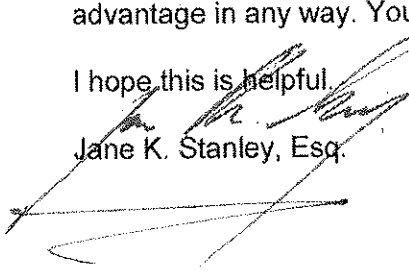
I understand that Rob Wozniak of Preservation Works, Ltd in Easton, is applying for work that requires a letter of reference concerning his good character, skills and knowledge, as well as descriptions of work he has performed. I am pleased to be able to accommodate.

I am Vice President of Nurture Nature Foundation ("NNF"), and President of its wholly owned subsidiary, Easton Hotel Restoration ("EHR"). NNF owns a historic building at 516-22 Northampton Street in Easton that was built as a theatre in 1914. The building is three floors and a basement and comprises a total of about 26,000 square feet. EHR owns a historic building at 140 Northampton Street in Easton that was built as a hotel in 1926, continued to be operated as a hotel until 1990, then closed in bankruptcy for more than a decade, but was eventually renovated and reopened as a hotel in 2008. The building is ten stories high and comprises approximately 93,000 square feet.

Rob Wozniak has done extensive work on both buildings, over a period spanning several years. The work included repointing and other masonry needed to repair the exterior of these buildings and prevent leakage, while preserving the historic appearance of the structures. Mr. Wozniak's work was always of top quality. This is not just our opinion. It was also the opinion of an engineer we brought in from New York City who has extensive experience in historic buildings. We retained this engineer not to do the actual work on these buildings for us, but rather to meet with Rob Wozniak, evaluate his proposals and review what he had done upon completion. We retained the engineer for that purpose, because we were familiar with him from several other major projects in New York City, knew him to be extremely knowledgeable, and trusted him to give us an honest opinion. He did, and his opinion was as we suspected-- that Rob Wozniak is not only exceptionally skilled, he is also very thoughtful and creative about how to best approach challenging issues in masonry and historic preservation. As to Mr. Wozniak's character, we have only good things to say about him. He has been

very easy to work with and is moderate in his approach. He never seeks advantage in any way. You can put complete trust in this person's integrity.

I hope this is helpful.



Jane K. Stanley, Esq.



April 15, 2015

To whom it may concern:

Please accept this letter of reference for Robert Wozniak of Preservation Works Ltd. of Easton, Pennsylvania.

Mr. Wozniak was engaged as a sub-contractor as part of the renovation of our historic building at 325 Northampton Street in downtown Easton, a locally designated historic district. Mr. Wozniak made substantial repairs to the interior foundation walls of our building, performed some interior patching of brickwork, and also made some selective repairs to exterior brick mortar joints.

Mr. Wozniak displayed extensive knowledge in his area of expertise, completed the work in a timely and efficient manner, and was a pleasure to work with. He also displayed patience and understanding in working with the billing for the project, which was somewhat extended due to the layers between our non-profit organization, the general contractor, and the sub-contractors.

I would, therefore, support Mr. Wozniak's application to your program.

Please don't hesitate to contact me with any questions via email (jared@eastonpartnership.org) or phone (610-250-2078).

Best regards,

A handwritten signature in dark ink, appearing to be "J Mast", is located below the "Best regards," text.

Jared Mast
Interim Executive Director



Hunterdon Land Trust

PROTECTING THE PLACES YOU LOVE

April 29, 2015

South Carolina Department of Labor
Licensing and Regulation Board
Columbia, South Carolina

Trustees

Ronald Monaco
President

Richard Dodds
Vice President

Neil Grossman
Treasurer

Lawrence LaFevre
Secretary

Peter Craig
Nancy Cunningham
Rose Hanley
Phil Meldrum
Carl Molter
Jeanne Stahl
Pat Stover

Advisory Trustees

Michele Byers
Mark Gallagher
Jamie Kamph
Leslie Jones Sauer
Kathleen Thompson

Honorary Trustees

Julia Allen
Murfy Goodspeed
Leonard Lance

Re: Preservation Works, Ltd.

To whom it may concern;

In the spring of 2014 Preservation Works, Ltd. repaired and restored the two chimneys on a 1790's Farmhouse that serves as our headquarters. They also attached protective copper covers to save them from future damage. Because we were being funded by a state historic agency, prior to starting the work, it was necessary for Rob Wozniak, the owner to conduct a repointing demonstration for our Program Officer. This was done to his satisfaction and was educational for some of our volunteers.

All of these activities were carried out in a professional and timely manner. The masons working on our project were courteous and thoughtful towards the people working in the office. One chimney required more repair than expected, but the extra work was done without delay.

I have no hesitation in recommending Preservation Works, Ltd. for licensing in your state. Please feel free to contact me if you have any questions.

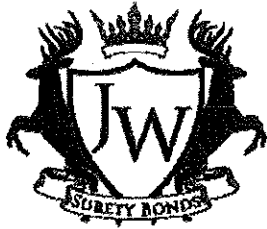
Sincerely,

Catherine Suttle
Director of Cultural Resources



Hunterdon Land Trust, a New Jersey Nonprofit Corporation
111 Mine Street, Flemington, NJ 08822
P: 908.237.4582 F: 908.237.2225

W: www.hunterdonlandtrust.org E: info@hunterdonlandtrust.org



JW SURETY BONDS
STRENGTH. TRUST. STABILITY.
www.jwsuretybonds.com

6023A Kellers Church Road
Pipersville, PA 18947
Toll-free: (888) 592-6631
Fax: (215) 766-1225

PLEASE FAX ALL RESULTS TO: 215-766-1225 OR
E-MAIL TO derek.y@jwsuretybonds.com
(Return form regardless of bid results.)

CONTRACTOR: Preservation Works Ltd.
BID AMOUNT: \$150,800.00
OBLIGEE: Township of Mansfield
PROJECT NAME: Mount Bethel Methodist Church Phase III -
Masonry Restoration
BID DATE: March 25, 2020 – 12:00 PM
SURETY: Western #72252025

Bid Results for the above project.

Name of

Low Bidder:	_____	Bid Amount:	_____
2 nd Bidder:	_____	Bid Amount:	_____
3 rd Bidder:	_____	Bid Amount:	_____

Your bid, if not listed above: _____

****NOTE****

If low on this bid, you should not sign the contract until Surety has authorized you to do so. Surety will review the results before providing this authorization.

Please fax or email this form to us no later than: April 1, 2020

Thank you for your cooperation.

CNA SURETY

Bid Bond

Bond No. 72252025

CONTRACTOR:

(Name, legal status and address)

Preservation Works Ltd.
524 Northampton Street
Easton, PA 18042

SURETY: Western Surety Company; South Dakota Corporation

(Name, legal status and principal place
of business)

151 North Franklin
17th Floor
Chicago, IL 60606

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

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

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

BOND AMOUNT: 10% of Bid Amount NTE \$20,000

PROJECT:

(Name, location or address, and Project number, if any)

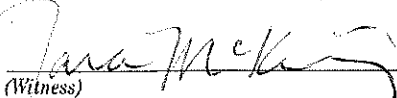
Mount Bethel Methodist Church Phase III - Masonry Restoration

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 25th day of March, 2020


(Witness)

Preservation Works Ltd.

(Principal)

(Seal)

(Title)

Western Surety Company

(Surety)

(Seal)

(Title)

John D. Weisbrat, Attorney-In-Fact

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms to the language used in AIA Document A310 - Bid Bond - 2010 Edition.

SURETY CONSENT

In consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, and for other valuable considerations, Western Surety Company, herein called the Company, consents and agrees that if the contract for Township of Mansfield
(owner)

for which the preceding proposal is made, be awarded to Preservation Works Ltd.
(contractor)

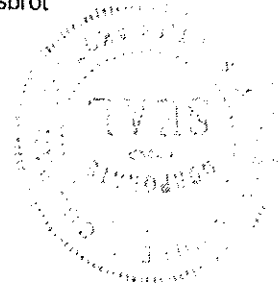
herein called the Bidder, the Company will become bound as Surety for its faithful performance and will execute the final bonds required, and if the Bidder shall omit or refuse to execute such contract when notified or awarded then the Company will pay to Township of Mansfield
(owner)

herein called the Obligee, the difference between the amount of the Bidder's bid or proposal, and the lowest amount in excess of said bid, or proposal, for which the Obligee may be able to award said contract within a reasonable time.

Signed, sealed and dated 25th day of March, 2020

Western Surety Company

BY: [Signature]
Attorney-in-Fact, John D. Weisbrot



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John D Weisbrot, Patricia A Tinsman, Steven Michael Varga, Melissa Lynn Mc Dade,
Individually**

of Pipersville, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of October, 2018.



WESTERN SURETY COMPANY

Paul T. Brufat, Vice President

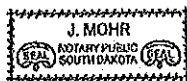
State of South Dakota
County of Minnehaha

} ss

On this 22nd day of October, 2018, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this **25th** day of **March**, **2020**.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

Western Surety Company

Bond No. 72252025

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

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

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

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety(ies) participating in the issuance of the attached bond is (are) in the following amount(s) as of the calendar year ended December 31, 2018. The financial statements of Western Surety Company as of and for the year ended December 31, 2018 have been audited by Deloitte & Touche LLP, 111 S. Wacker Drive, Chicago, IL 60606-4301.

Surety Company	Capital	Policyholders' Surplus (including Capital)
Western Surety Company	\$4,000,000	\$1,541,567,347

(3) (a) With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. § 9305, the underwriting limitation established therein on July 1, 2019, is as follows:

Surety Company	Underwriting Limitation
Western Surety Company	\$153,381,000

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

(4) The amount of the bond to which this statement and certification is attached is \$ 10% of Bid Amount NTE \$20,000.

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

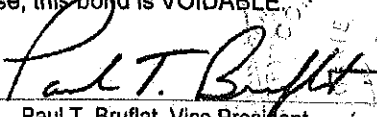
(a) The name and address of each such reinsurer under that contract and the amount of that reinsurer's participation in the contract is as follows: N/A
and

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

CERTIFICATE

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

Date: March 25, 2020


Paul T. Bruflat, Vice President

NAIC COMPANY CODE: **13188**

Date: May 06, 2019

COMPANY NAME: **WESTERN SURETY COMPANY**

LOCATION: **SIOUX FALLS, SOUTH DAKOTA**

SPECIAL CONDITIONS:

**Mansfield Township
BID DOCUMENT CHECKLIST**

Required with Bid Submission (Owner's checkmarks)	Submission Requirement	Initial each required entry and if required submit the item (Bidder's Initials)
X	A bid guarantee as required by N.J.S.A. 40A:11-21	AB
X	A certificate from a surety company, pursuant to N.J.S.A. 40A:11-22	AB
X	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	AB
X	A listing of subcontractors as required by N.J.S.A. 40A:11-16	AB
X	If applicable, bidder's acknowledgment of receipt of any notice(s), revision(s), or addenda to an advertisement, specifications, or bid document(s).	AB
Failure to submit the following documents may be a cause for the bid to be rejected. (N.J.S.A. 40A:11-23.1)		
X	Public Works Contractor Certificate	AB
X	Non-Collusion Affidavit (Notarized)	AB
X	Affirmative Action Compliance Notice	AB
X	Bid Proposal Form	AB
X	References	AB
X	Status of present contracts	AB
X	Relevant Experience of the Firm	AB
X	IRAN Certification	AB

SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements. **DELL-TECH INC**

Name of Bidder

Signature

03/25/20

Date

SOLICITATION OF BIDS FOR

Mount Bethel Methodist Church Phase III-Masonry Restoration

Enclosed are the terms, specifications and bid forms.

BIDS DUE: March 25, 2020.

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

NAME OF BIDDER: DELL-TECH INC

ADDRESS: 930 NEW YORK AVENUE

TRENTON, NJ 08638

TEL NUMBER: 609-393-6150

FAX NUMBER: 609-393-6151

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

Mansfield Township Municipal Building

MT. Bethel Methodist Church Phase III
Bids Due: March 25, 2020

C. SPECIFICATIONS

MOUNT BETHEL METHODIST CHURCH - PHASE III - MASONRY RESTORATION

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

Date 03/25/20

A. BID

We, DELL-TECH INC, the Undersigned, will furnish all labor, material, equipment and services necessary for all construction required to comprise the entire project, under a single prime contract, for the MOUNT BETHEL METHODIST CHURCH - PHASE III - MASONRY RESTORATION project in accordance with the Contract Documents and Addenda thereto as furnished by Eclectic Architecture, for the total sum of:

ONE HUNDRED TWELVE THOUSAND ONE HUNDRED _____ Dollars

(\$ 112,100.00)

Alternate #1 ADD/DEDUCT THIRTEEN THOUSAND SIX HUNDRED Dollars
(\$ 13,600.00) for the reconstruction of the northwest front stoop.

Alternate #2 ADD/DEDUCT TWENTY TWO THOUSAND TWO HUNDRED Dollars
(\$ 22,200.00) for the reconstruction of the northwest retaining wall.

EVERY BIDDER MUST INDICATE THE BID PRICE ABOVE IN INK IN BOTH WORDS AND FIGURES.

Mansfield Township Municipal Building

MT. Bethel Methodist Church Phase III
Bids Due: March 25, 2020

We, the Undersigned, propose to subcontract work, in conjunction with this single overall bid submitted, to the following:

N/A

Trade

Company Name

Company Address

Trade

Company Name

Company Address

Trade

Company Name

Company Address

MT. Bethel Methodist Church Phase III
Bids Due: March 25, 2020

The following Qualification Statements will be issued and used in the evaluation of potential bidders. The evaluation will be based on the submission of a complete and eligible form, content of the form and any and all information derived from further investigation by Warren County Cultural and Heritage Commission through references, inquiries, site visits, etc.

Name: DELL-TECH INC

Address: 930 NEW YORK AVENUE, TRENTON, NJ 08638

Phone: 609-393-6150

Fax: 609-393-6151

Email: CONTACT@DELLTECHINC.COM

Website:

Type of Entity (Corporation, LLC, etc.): CORPORATION

Date Established: 03/09/1998

List Owners, Partners and Officers:

ZIGGY RABIEGA

ARKADIUSZ BAKULA

WIESLAW BAKULA

2. Have there been any contractual disagreements, project terminations, licensing issues or insurance claims against the firm in the past five (5) years: yes ☐ no ☒

If "yes", list the project, owner, architect and circumstances.

3. Has there been any denial for a Consent of Surety, Bid Bonding or Performance Bonding in the past three (3) years: yes ☐ no ☒

If "yes", list the project and circumstances.

4. Relevant Experience of the Firm

List two (2) successful, relevant projects completed within the last five (5) years which had individual project costs of \$75,000 minimum. The projects must be relevant, historically sensitive projects which were executed in compliance with the Standards set by the Secretary of the Interior for the Treatment of Historic Properties and also must have undergone review by an official Historic Preservation regulatory or advisory body.

Project 1

Name: LEDGEWOOD BAPTIST CHURCH BELFRY RESTORATION
Address: MAIN STREET, LEDGEWOOD, NJ
Construction Cost: \$139,700
Construction Dates: 04/2018 - 11/2018
Owner and Phone Number: LEDGEWOOD BAPTIST CHURCH, 908-399-7985
Architect and Phone Number: JOHN BOLT ARCHITECT, 908- 713-6311
Review Body: MORRIS COUNTY HISTORIC PRESERVATION COMMISSION
Scope of Work: HEAVY TIMBER STRUCTURAL WORK, ROUGH CARPENTRY, MASONRY
RESTORATION, PLASTER WORK, WOOD LOUVER AND WINDOW RESTORATION, COPPER
ROOFING AND FLASHINGS, EXTERIOR PAINTING.

Project 2

Name: PHASE 2A RESTORATION PROJECT MUSEUM OF EARLY TRADES AND CRAFTS
Address: MADISON, NJ
Construction Cost: \$303,089.00
Construction Dates: 11/2015-07/2016
Owner and Phone Number: MUSEUM OF EARLY TRADES AND CRAFTS, 973-377-2982
Architect and Phone Number: HISTORIC BUILDING ARCHITECTS, 609-393-3999
Review Body: N/A
Scope of Work: STONE MASONRY RESTORATION AND REPOINTING, COPPER FLASHINGS,
GUTTERS AND DOWNSPOUTS, KEMPER FLUID APPLIED ROOFING, SLATE ROOFING,
ROUGH CARPENTRY, ROOF DECKING, WOOD DOOR RESTORATION, EXTERIOR PAINTING.

5. Current Projects:

List all current projects. Use additional sheets as required.

Project 1

Name: RESTORATION AND REHABILITATION OF THE ZABRISKIE-SCHEDLER HOUSE

Address: RIDGEWOOD, NJ

Construction Cost: \$518,000

Scheduled Completion: 05/2020

Owner and Phone Number: VILLAGE OF RIDGEWOOD, 201-670-5500, ext. 239

Architect and Phone Number: Connolly & Hickey Historical Architects, 973-746-4911 Ext. 108

Scope of Work:

EXTERIOR REHABILITATION, ROOFING WORK DOORS, WINDOWS, ADA IMPROVMENTS

Project 2

Name: CUPOLA RENOVATION AT RICHARD J. MARTEL MUNICIPAL COMPLEX

Address: MAHWAH, NJ

Construction Cost: \$99,700

Scheduled Completion: 05/2020

Owner and Phone Number: TOWNSHIP OF MAHWAH, 201-529-5757 x 265

Architect and Phone Number: BLUELINE ARCHITECTURE, LLC. 201-848-1477

Scope of Work:

EXTERIOR RESTORATION, WINDOWS, STUCCO, SHEET METAL WORK, ROOFING

Project 3

Name: _____

Address: _____

Construction Cost: _____

Scheduled Completion: _____

Owner and Phone Number: _____

Architect and Phone Number: _____

Scope of Work:

EXHIBIT A

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures

Mansfield Township Municipal Building

MT. Bethel Methodist Church Phase III
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relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

(REVISED 3/05)

EXHIBIT B
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27
CONSTRUCTION CONTRACTS

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

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

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

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

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

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

- A.** If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the

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

- B. If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:
- 1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - 2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - 3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - 4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;
 - 5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;
 - 6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

- (a) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (b) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration. In the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.
 - (c) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.
- 7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27.7. The contractor also

agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

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

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

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

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

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

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

DESIGNATION OF SUBCONTRACTORS

The undersigned bidder has set forth below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the general contractor in or about the work to be performed under the offering to which the attached bid is responsive, and the portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent of his total bid.

The bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself and that he shall not be permitted to sublet or subcontract that portion of the work except in cases of public emergency or necessity, and then only after a finding reduced to writing as public record of the OWNER setting forth the facts constituting the emergency or necessity.

The designation of a subcontractor does not relieve the Contractor of responsibility for performance under this agreement.

IF NO SUB-CONTRACTORS WILL BE USED WRITE "NONE" ON THE FIRST LINE. ATTACH ADDITIONAL SHEETS IF REQUIRED.

NAME: NONE

ADDRESS: _____

PORION OF WORK: _____

NAME OF BIDDER: _____

BY: _____

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

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

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

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

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

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

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

AFFIRMATIVE ACTION COMPLIANCE NOTICE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27

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

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

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

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

OR

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

OR

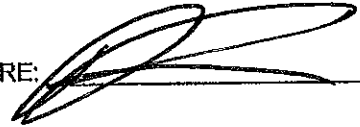
3. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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

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

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

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

COMPANY: DELL-TECH INC SIGNATURE: 

PRINT NAME: ARKADIUSZ BAKULA TITLE: VICE-PRESIDENT

Mansfield Township Municipal Building

MT. Bethel Methodist Church Phase III
Bids Due: March 25, 2020

DATE: 03/24/20

STOCKHOLDER DISCLOSURE CERTIFICATION
This Statement Shall Be Included with Bid Submission

Name of Business DELL-TECH INC

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

OR

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

Check the box that represents the type of business organization:

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

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

Stockholders:

Name: <u>ZIGGY RABIEGA</u>	Name: _____
Home Address: <u>6 MANOR RD</u>	Home Address: _____
<u>NEWTOWN, PA 18940</u>	_____
Name: <u>ARKADIUSZ BAKULA</u>	Name: _____
Home Address: <u>98 RICHARDSON RD</u>	Home Address: _____
<u>ROBBINSVILLE, NJ 08691</u>	_____
Name: <u>WIESLAW BAKULA</u>	Name: _____
Home Address: <u>725 PRESIDENT AVENUE</u>	Home Address: _____
<u>LAWRENCEVILLE, NJ 08648</u>	_____

Subscribed and sworn before me this 24 day of

MARCH, 2020

(Notary Public)

My Commission expires:

SZCZEPAN P. SMOLINSKI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50110778
My Commission Expires 8/15/2024

(Affiant)

ARKADIUSZ BAKULA, VICE-PRESIDENT
(Print name & title of affiant)

(Corporate Seal)

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

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

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-G
Name of Form:	PUBLIC WORKS CONTRACTOR REGISTRATION
Statutory Reference:	N.J.S.A. 34:11-56.48
Instructions Reference:	Statutory and Other Requirements VII-G
Description:	Used for public works contract when prevailing wage threshold will be exceeded.

The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold. The prevailing wage threshold is \$11,892 for municipalities and \$2,000 for all non-municipal entities, such as boards of education, authorities, fire districts, counties, etc.

Because the PWCRA uses the definition of public works contracts under the prevailing wage law, where the law uses the term "bidding", contracting units are advised to read that as meaning to "submit" a price proposal." Thus, the law applies to the formal bidding process where the contract is awarded to the lowest responsible bidder, and the receipt of informal quotations awarded to the vendor whose proposal is the "most advantageous, price and other factors considered."

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

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

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

In order to provide guidance to contracting officials on implementing the law, nine key principles have been identified in the law. The nine items follow:

- 1) The law applies to all "public works contracts" that exceed the contracting unit's prevailing wage threshold, as set by N.J.S.A. 34:11-56.26 (a) and (b).
- 2) The law applies to contracts for which public bidding is required, as well as those for which quotations are received.
- 3) All named contractors in a bid proposal (including out-of-state contractors) must be registered with the Department of Labor's Division of Wage and Hour Compliance at the time proposals are received by the public entity.

For clarity, Local Finance Notice 2004-9 dated 4/28/04 uses the following term: "Received," in context of when "proposals are received," means the deadline or moment in time when proposals are formally opened and no other proposals are accepted.

- 4) The law requires contractors to submit certificates after a bid proposal is received and prior to awarding the contract. (N.J.S.A. 34:11-56.55)
- 5) After bid proposals are received, and prior to contract award, the contractor most likely to receive the contract award must submit to the public entity copies of certifications of all listed sub-contractors.
- 6) The contracting agent must review the certificates to be sure they were in effect at the time the bid proposals were received.
- 7) Non-listed subcontractors do not have to be registered until they physically start the public work assigned to them.
- 8) Bid proposal documents need to inform those submitting proposals of these requirements.
- 9) Emergency work is covered under the provisions of the Prevailing Wage Act and the PWCRA.

It is specifically recommended that language be included in specifications especially those sections regarding "Instructions to Bidders" advising potential bidders that:

- 1) All named sub-contractors must be registered with the Department of Labor pursuant to the PWCRA at the time the proposal is received, or the proposal will be determined to be non-responsive.
- 2) Any non-listed sub-contractor must be registered with the Department of Labor prior to physically starting work.

A contractor's certification can be confirmed by contacting the Department of Labor's Division of Wage and Hour Compliance website (www.nj.gov/labor/lssc/lspubcon.html). This site only shows approved contractors; there is no "pending" approval or a "grace" period. If a contracting unit encounters a problem in its review of certifications, or difficulty in making an award because of a non-registered contractor, they should contact the Contractor Registration Unit as soon as possible.

N.J.S.A. 34:11-56.56 provides several methods for the Department of Labor to enforce the law. The Department can deny renewal, revoke or suspend the registration of a contractor for a period of not more than five years, or, as a condition of initial or continued registration, require a surety bond payable to the State of New Jersey.

Additional information on the PWCRA can be obtained from the:

Contractor Registration Unit
Division of Wage and Hour
Compliance
New Jersey Department of Labor
PO Box 389

Telephone: 609-292-9464
Fax: 609-633-8591

E-mail: contreg@dol.state.nj.us
Web: www.nj.gov/labor/lssc/lspubcon.html

Mansfield Township Municipal Building

MT, Bethel Methodist Church Phase III
Bids Due: March 25, 2020

Trenton, New Jersey 08625-0389

The web site has links to the PWCRA Registration Form, Listing of Contractors, Prevailing Wages and other useful information.

Contact the Division of Local Government Services at (609) 292-7842, by fax at (609) 633-6243 or by e-mail at lpcl@dca.state.nj.us for assistance in the application of the Local Public Contracts Law or related PWCRA issues. As specific situations are presented to the contracting unit, local legal advisors should review this guidance as to its applicability.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of MERCER ss:

I, ARKADIUSZ BAKULA residing in ROBBINSVILLE
(name of affiant) (name of municipality)
In the County of MERCER and State of NEW JERSEY of

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

I am VICE-PRESIDENT of the firm of DELL-TECH INC
(title or position) (name of firm)
the bidder making this Proposal for the bid entitled

MOUNT BETHEL METHODIST CHURCH PHASE III, and that I executed the said proposal with
(title of bid proposal)

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

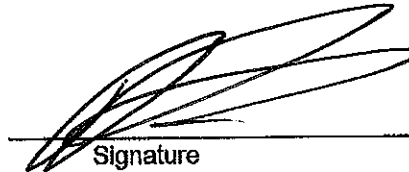
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained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

DELL-TECH INC

Subscribed and sworn to

before me this day

24 MAR, 2020


Signature

ARKADIUSZ BAKULA, VICE-PRESIDENT
(Type or print name of affiant under signature)

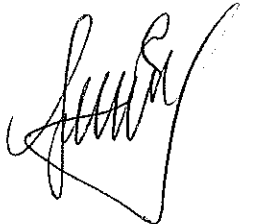
Notary public of

SZCZEPAN P. SMOLINSKI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50110779
My Commission Expires 8/15/2024

My Commission expires

(Seal)





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

Quote Number: MOUNT BETHEL METHODIST CHURCH PHASE III **Bidder/Offorer:** DELL-TECH INC

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

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

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

PLEASE CHECK THE APPROPRIATE BOX:

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

OR

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

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

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

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

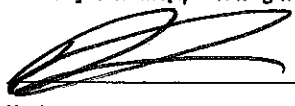
Name _____	Relationship to Bidder/Offorer _____
Description of Activities _____	

Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offorer Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

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

Full Name (Print): ARKADIUSZ BAKULA

Signature: 

Title: VICE-PRESIDENT

Date: 03/25/20

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:
DELL-TECH INC.

TRADE NAME:

ADDRESS:
930 NEW YORK AVE.
TRENTON NJ 08638
EFFECTIVE DATE:

SEQUENCE NUMBER:

0086693

04/22/98

ISSUANCE DATE:

04/19/13

FORM-BRC

James J. P...
Director
New Jersey Division of Revenue

FORM-BRC

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

(04/22/98) 0086693 001

Certificate Number
64896

Registration Date: 06/18/2019
Expiration Date: 06/17/2021



State of New Jersey

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

Public Works Contractor Registration Act

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

Responsible Representative(s):
Ziggy Rabiega, President

Responsible Representative(s):
Wieslaw Bakula, Secretary

2019
DUE DATE

Robert Asaro-Angelo

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

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



AIA Document A310™ – 2010

Bid Bond

Bond No. N/A

CONTRACTOR:

(Name, legal status and address)

Dell Tech Inc.
930 New York Ave.
Trenton, NJ 08638

SURETY:

(Name, legal status and principal place of business)

First Indemnity of America Insurance Company
2740 Route 10 West, Suite 205
Morris Plans, NJ 07950

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Township of Mansfield
100 Port Murray Rd.
Port Murray, NJ 07865

BOND AMOUNT: Ten Percent of Amount Bid NTE Twenty Thousand Dollars 00/100

PROJECT:

(Name, location or address, and Project number, if any)

Mount Bethel Methodist Church - Phase 3

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of March, 2020.

SZCZEPAN P. SMOLINSKI
NOTARY PUBLIC OF NEW JERSEY
Commission # 50110779
My Commission Expires 8/15/2024

(Witness)

(Witness)

Dell Tech Inc.

(Principal)

Vice President

(Seal)

(Title)

First Indemnity of America Insurance Company

(Surety)

(Title)

Carroll J. Carlson
, Attorney in Fact

Consent of Surety

First Indemnity of America Insurance Company duly qualified and licensed to transact business

In the State of NJ hereby agrees that if Dell Tech, Inc.

Is the successful bidder for

Mount Bethel Methodist Church - Phase 3

_ it as

surety will provide the Bidder with bonds in such forms and sums as required in the advertisement or in the specifications.

Signed, sealed and dated on this 25th day of March, 2020

First Indemnity of America Insurance Company

By:

Carrie F. Corbini

Carmen J. Cavaliere

Attorney-In-Fact

**FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY**

**2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
Telephone: (973) 402-1200**

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Elizabeth A. Allen, Carmen J. Cavaliere, Joan M. Silver, Linda A. Staggs, Nadine Vasquez, Michelle Zelena, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED TWO MILLION DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 25th day of November, 2019.

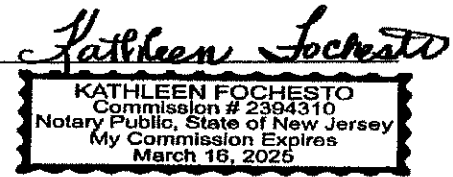


Patrick J. Lynch

Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 25th day of November, 2019, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, November 25, 2019.

RESOLVED, on November 25, 2019, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 25th day of March, 2020



Jane E. Lynch
Jane E. Lynch, Secretary

RU101300

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

**2740 Route 10 West, Suite 205
Morris Plains, New Jersey 07950
(973) 402-1200 Fax (973) 402-0770**

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

First Indemnity of America Insurance Company ("the Surety"), on the attached bond, hereby certifies the following:

1. The Surety meets the applicable capital and surplus requirements of R.S. 17.17-6 or R.S. 17.17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, is in the amount set forth on the annexed sheet, which said amount has been certified and is on file with the New Jersey Department of Insurance as required by law. Copies of the Annual Statement reflecting such information are on file with the New Jersey Department of Insurance and may be obtained from that agency.
3. The amount of the bond to which this statement and certification is attached is \$ 10% of Amount Bid NTE \$20,000.00.
4. The bond annexed hereto may be reinsured pursuant to treaties of reinsurance between First Indemnity of America Insurance Company and any of the reinsurers set forth in Schedule F, Parts (1) (2) (3) and (4) of the Annual Statement for First Indemnity of America Insurance Company for the year ended December 31, 2018, as on file with the New Jersey Department of Insurance.
5. The Surety certifies that each reinsurer referred to in Item (4) satisfies the credit for reinsurance requirement established by law as of the date on which the bond to which this statement and certification is attached shall have been issued.

CERTIFICATION

(To be completed by an authorized certifying agent for each surety on the bond.)

I, Carmen J Cavaliere as ATTORNEY-IN-FACT for First Indemnity of America Insurance Company, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and acknowledge that if any of those statements are false, this bond is voidable.



Signature

Carmen J Cavaliere

Print Name

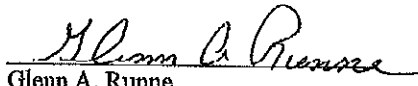
ATTORNEY-IN-FACT

Title

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2018

Assets:		
Bonds	\$	3,829,742
Preferred & Common Stocks		3,202,355
Mortgage Loans		116,415
Real Estate		1,168,901
Cash and Short Term Investments		1,444,820
Investment Income Due and Accrued		56,965
Premiums in the Course of Collection (under 90 days)		300,670
Reinsurance Recoverable on Loss and LAE Payments		115,671
Deferred Tax Asset		583,504
Other Assets		81,933
Total Admitted Assets		\$ 10,900,982
Liabilities and Surplus:		
Reserve for Loss and Loss Adjustment Expenses		1,863,286
Other Expenses		289,442
Taxes Licenses and Fees		(18,834)
Federal Income Tax Payable		68,633
Unearned Premium		1,630,073
Amounts Withheld or Retained for Others		21,665
Ceded Reinsurance Balances Payable		(110,356)
Liability for Unauthorized Reinsurers		-
Total Liabilities		3,743,809
Capital & Surplus:		
Common Stock, Paid Up	2,500,000	
Paid in and Contributed Surplus	1,480,945	
Unassigned Surplus	3,176,128	
Surplus as Regards to Policyholders		7,157,073
Total Liabilities and Surplus		\$ 10,900,982

I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2018, according to the best information, knowledge, and belief.


Glenn A. Runne
Chief Financial Officer

State of New Jersey)
County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 31st day of December, 2018.


Kathleen Fochesto
My Commission Expires March 16, 2020

KATHLEEN FOCHESTO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/16/2020

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
PARAGON RESTORATION CORPORATION

as Principal, and

ENDURANCE ASSURANCE CORPORATION

as Surety, is

hereby held and firmly bound unto TOWNSHIP OF MANSFIELD as Owner,

in the Penal Sum of TEN PERCENT OF THE AMOUNT BID NOT TO EXCEED TWENTY THOUSAND (10% NOT TO EXCEED \$20,000.00)
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 25TH day of MARCH, 2020

The condition of the above obligation is such that whereas the Principal has submitted to
TOWNSHIP OF MANSFIELD

a certain bid, attached hereto and hereby made a part of hereof, to enter into a contract in writing for the
MOUNT BETHEL METHODIST CHURCH PHASE III MASONRY RESTORATION

NOW THEREFORE,

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

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

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

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

PARAGON RESTORATION CORPORATION

BY: Matthew T. Papio
Matthew T. Papio Principal

BY: Jeffrey Debbie
Attest: Jeffrey Debbie Witness for
Paragon Restoration Corp.

ENDURANCE ASSURANCE CORPORATION

BY: Rachael Hurley
RACHAEL HURLEY Attorney-in-Fact

ATTEST: Cheryl R. Coleman
CHERYL R. COLEMAN, WITNESS AS TO SURETY

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of \$1.00 lawful money of the United States of America, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration **Endurance Assurance Corporation**, incorporated organized and existing under the laws of the State of **Delaware** and licensed to do business in the State of **New Jersey**, certified and agrees, that if the contract for **Township of Mansfield – Mount Bethel Methodist Church Phase III Masonry Restoration** is awarded to **Paragon Restoration Corporation** the undersigned Corporation will execute the bond or bonds as required of the contract documents and will become Surety in the full amount set forth in the contract documents for the faithful performance of all obligations of the Contractor.

Signed and sealed this 25th day of **March, 2020**.

Endurance Assurance Corporation

By: _____

Rachael Hurley, Attorney-in-Fact

Witness: _____

Cheryl R. Coleman



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that **Endurance Assurance Corporation**, a Delaware corporation, **Endurance American Insurance Company**, a Delaware corporation, **Lexon Insurance Company**, a Texas corporation, and/or **Bond Safeguard Insurance Company**, a South Dakota corporation, each, a "Company" and collectively, "**Sompo International**," do hereby constitute and appoint: **Rachael Hurley, Sandra A. Pace, Cheryl R. Coleman, Marc J. Michalewsky, Thomas M. True, Kemal Brkanovic** as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Million Dollars (\$100,000,000.00)**.

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**

By: **Richard Appel; SVP & Senior Counsel**



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/they is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: **Amy Taylor, Notary Public – My Commission Expires 5/9/23**

CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: **RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT**

; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 25th day of March, 2020.

By: **Daniel S. Lurie, Secretary**

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous foreign agents, front organizations, terrorists, terrorist organizations, and narcotics traffickers as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's website – <https://www.treasury.gov/resource-center/sanctions/SDN-List>.

In accordance with OFAC regulations, if it is determined that you or any other person or entity claiming the benefits of any coverage has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, any coverage will be considered a blocked or frozen contract and all provisions of any coverage provided are immediately subject to OFAC. When a surety bond or other form of surety coverage is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments may also apply.

Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ENDURANCE ASSURANCE CORPORATION

Balance Sheet - Statutory Basis

December 31, 2018

Assets:

Bonds	\$ 1,230,101,141
Investment in subsidiaries	679,137,718
Other invested assets	20,216,652
Cash and cash equivalents	319,831,203
Receivable for securities	<u>7,703</u>
Total cash and invested assets	<u>2,249,294,417</u>

Agents' balances or uncollected premiums	371,845,782
Reinsurance recoverable on loss and loss adjustment expense payments	54,708,264
Funds held by or deposited with reinsurance companies	13,047,555
Net deferred tax assets	21,150,552
Net deposit assets	12,738,685
Investment income due and accrued	6,064,879
Other admitted assets	<u>2,389,881</u>
Total admitted assets	<u>\$ 2,731,240,015</u>

Liabilities:

Loss and loss adjustment expenses	\$ 816,821,452
Reinsurance payable on paid loss and loss adjustment expenses	15,753,852
Unearned premiums	569,983,658
Ceded reinsurance premiums payable	56,701,624
Commissions payable, contingent commissions and other similar items	5,494,629
Amounts withheld or retained by company for account of others	53,979,074
Other expenses payable	24,608,387
Net deposit liability	7,234,987
Payable to parent, subsidiaries and affiliates	39,426,354
Provision for reinsurance	18,642,000
Other liabilities	<u>13,856,279</u>
Total Liabilities	<u>1,622,502,296</u>

Capital and surplus:

Special surplus funds - retroactive reinsurance gain	1,295,669
Common capital stock	5,000,000
Gross paid in and contributed surplus	1,474,000,000
Unassigned deficit	<u>(371,557,950)</u>
Total capital and surplus	<u>1,108,737,719</u>

Total liabilities and capital and surplus	<u>\$ 2,731,240,015</u>
---	-------------------------

I, Stan Osofsky, Treasurer of Endurance Assurance Corporation (the "Company") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Company as of December 31, 2018 prepared in conformity with accounting practices prescribed or permitted by the State of Delaware Department of Insurance. The foregoing statement should not be taken as a complete statement of financial condition of the Company. Such a statement is available upon request at the Company's office located at 4 Manhattanville Road, 3rd floor, Purchase, NY 10577.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Company at Purchase, New York.

Stan Osofsky

Subscribed and sworn to before me this 19th day of March 2019

NICHOLAS JAMES BENENATI
NOTARY PUBLIC-STATE OF NEW YORK
NO 01BE6333911
QUALIFIED IN NEW YORK COUNTY
12-07-2019



NEW JERSEY SURETY DISCLOSURE STATEMENT AND CERTIFICATION
(Pursuant to N.J.S.A. 2A: 44-143)

The attached surety bond is written by one of the following surety companies, all members of the Sompo Group (NAIC Group #3219) holding company system:

Bond Safeguard Insurance Company – NAIC #27081 – Domiciled in South Dakota
Endurance American Insurance Company – NAIC #11126 – Domiciled in Delaware
Endurance Assurance Corporation – NAIC #11551 – Domiciled in Delaware
Lexon Insurance Company – NAIC #13307 – Domiciled in Texas

The above companies hereby certify the following:

1. The surety companies meet the applicable capital and surplus requirements of R.S. 17:17-6 or R.S. 17:17-7 as of the companies' most current annual filing with the New Jersey Department of Banking and Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of New Jersey, of the surety company(ies) participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2018 (most recent calendar year for which these amounts are available) which amounts are being certified by certified public accountants and are included in the amended Annual Statements on file with the National Association of Insurance Commissioners (NAIC) and the New Jersey Department of Banking & Insurance, 20 West State Street, CN-325, Trenton, NJ 08625-0325:

Capital and Surplus:

Bond Safeguard Insurance Company	Endurance American Insurance Company	Endurance Assurance Corporation	Lexon Insurance Company
\$41,551,019	\$546,899,772	\$1,108,737,719 <u>\$546,899,772 Deduction</u> <u>\$561,837,947 Adjusted</u>	\$68,819,262

CPA Firm:

Ernst & Young LLP
5 Times Square; New York, NY 10036-6530

3. The above surety companies, as members of the Sompo Group holding company system, currently have the following rating from A.M. Best:

Rating: A+ (Superior)
Financial Size Category: XV (\$2 Billion or greater)

4. Each of the above surety companies have received from the United States Secretary of the Treasury a Certificate of Authority pursuant to 31 U.S.C. §9305, and the underwriting limitation per bond established therein effective July 1, 2018 is as follows:

Underwriting Limitation:

Bond Safeguard Insurance Company	Endurance American Insurance Company	Endurance Assurance Corporation	Lexon Insurance Company
\$3,938,000	\$42,689,000	\$46,459,000	\$6,805,000

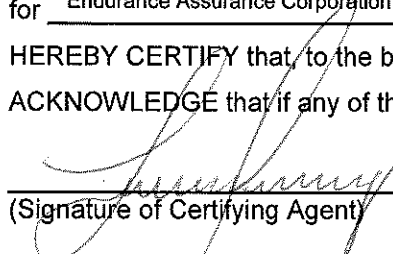
5. The amount of the bond to which this statement and certification is attached is

\$ The Amount Bid.

CERTIFICATE

(To be completed by an authorized certifying agent for each surety on the bond.)

I Rachael Hurley (name of agent) as Attorney-In-Fact (title of agent)
for Endurance Assurance Corporation (name of surety company) admitted in New Jersey, DO
HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and
ACKNOWLEDGE that if any of those statements are false, this bond is VOID.



(Signature of Certifying Agent)

Rachael Hurley

(Printed Name of Certifying Agent)

Attorney-In-Fact

(Title of Certifying Agent)

March 25, 2020

(Date)

SOLICITATION OF BIDS FOR

Mount Bethel Methodist Church Phase III-Masonry Restoration

Enclosed are the terms, specifications and bid forms.

BIDS DUE: March 25, 2020.

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

NAME OF BIDDER: Paragon Restoration Corporation

ADDRESS: 292 Monroe Avenue

Kenilworth, New Jersey 07033

TEL NUMBER: (908) 276-8122

FAX NUMBER: (908) 276-6097

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

Mansfield Township Municipal Building

MT. Bethel Methodist Church Phase III
Bids Due: March 25, 2020

C. SPECIFICATIONS

MOUNT BETHEL METHODIST CHURCH - PHASE III - MASONARY RESTORATION

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

Date March 25, 2020

A. BID

Paragon Restoration Corp.
We, _____, the Undersigned, will furnish all labor, material, equipment and services necessary for all construction required to comprise the entire project, under a single prime contract, for the MOUNT BETHEL METHODIST CHURCH - PHASE III - MASONARY RESTORATION project in accordance with the Contract Documents and Addenda thereto as furnished by Eclectic Architecture, for the total sum of:

One Hundred Sixty Thousand Three Hundred Ninety Six Dollars

(\$ 160,396.00)

Alternate #1 ~~ADD~~/DEDUCT Seven Thousand Five Hundred Dollars
(\$ 7,500.00) for the reconstruction of the northwest front stoop.

Alternate #2 ~~ADD~~/DEDUCT Eight Thousand Dollars
(\$ 8,000.00) for the reconstruction of the northwest retaining wall.

EVERY BIDDER MUST INDICATE THE BID PRICE ABOVE IN INK IN BOTH WORDS AND FIGURES.

END OF SECTION 01 22 00

01 23 00 ALTERNATES

General:

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

Schedule of Bid Alternates:

1. Alternate #1: Provide a deduct bid price from the base bid to not include the reconstruction of the northwest front stoop.
2. Alternate #2: Provide a deduct bid price from the base bid to not include the reconstruction of the northwest retaining wall.

END OF SECTION 01 23 00

01 27 00 UNIT PRICES

General:

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

Schedule of Unit Prices:

1. Unit Price #1 – Deep joint packing: Provide a unit price per square foot of additional deep joint packing which may be required. This unit price shall be for additional areas of deep joint packing in excess of the total area specified on the drawings. **Twenty Five Dollars \$ 25.00**
2. Unit Price #2 - Pointing: provide a unit price per square foot cost for repointing of cleaned and prepared stone masonry joints. This unit price shall be potentially used for limiting the scope of work. **Twenty Two Dollars \$22.00**

END OF SECTION 01 27 00

Mansfield Township Municipal Building

MT. Bethel Methodist Church Phase III
Bids Due: March 25, 2020

We, the Undersigned, propose to subcontract work, in conjunction with this single overall bid submitted, to the following:

Paragon Restoration Corp. will self perform work on this project

Trade

Company Name

Company Address

Trade

Company Name

Company Address

Trade

Company Name

Company Address

STATUS OF CONTRACTS & REFERENCES

The following Qualification Statements will be issued and used in the evaluation of potential bidders. The evaluation will be based on the submission of a complete and eligible form, content of the form and any and all information derived from further investigation by Warren County Cultural and Heritage Commission through references, inquiries, site visits, etc.

1. General Information

Name: Paragon Restoration Corporation
Address: 292 Monroe Avenue, Kenilworth, New Jersey 07033
Phone: (908) 276-8122
Fax: (908) 276-6097
Email: matthewpapio@paragoncorp.com cc: cescobar@paragoncorp.com
Website: www.paragoncorp.com

Type of Entity (Corporation, LLC, etc.): Corporation

Date Established: May 31, 1984

List Owners, Partners and Officers:

Matthew T. Papio - President

Michael F. Papio - Vice President / Corporate Secretary

2. Have there been any contractual disagreements, project terminations, licensing issues or insurance claims against the firm in the past five (5) years: yes ☐ no ☒

If "yes", list the project, owner, architect and circumstances.

3. Has there been any denial for a Consent of Surety, Bid Bonding or Performance Bonding in the past three (3) years: yes ☐ no ☒

If "yes", list the project and circumstances.

4. Relevant Experience of the Firm

List two (2) successful, relevant projects completed within the last five (5) years which had individual project costs of \$75,000 minimum. The projects must be relevant, historically sensitive projects which were executed in compliance with the Standards set by the Secretary of the Interior for the Treatment of Historic Properties and also must have undergone review by an official Historic Preservation regulatory or advisory body.

Project 1

Name: Surveyors General Office
Address: 260 High Street, Perth Amboy, New Jersey 08861
Construction Cost: \$198,073.00
Construction Dates: April 2015 to September 2015
Owner and Phone Number: City of Perth Amboy - Daniel Cleaver (732) 826-2010
Architect and Phone Number: James R. Guerra Architects - Sean Olsen (908) 355-2525
Review Body: New Jersey Historic Preservation

Scope of Work:

Historic restoration: Clean and patch brownstone and brick masonry facade; Replace stone and brick units; Re-point and flash chimney; New ramp construction; New railing installation; New brick pavers installation; Rough and finish carpentry work; Exterior and interior wood trim restoration; Wood floors restoration; Prepare, prime and paint.

Project 2

Name: Exterior Restoration and Rehabilitation at 103 Lincoln Park
Address: 103 Lincoln Park, Newark, New Jersey 07102
Construction Cost: \$880,958.00
Construction Dates: March 2019 to January 2020
Owner and Phone Number: Integrity, Inc - Marvin Deupree (908) 988-1454
Architect and Phone Number: LWDMR Associates, PC - John Winckelmann (201) 333-5017
Review Body: City of Newark Landmarks and Historic Preservation Commission

Scope of Work:

Historic restoration: Clean and re-point stone and brick masonry facade; Brick paint removal; Replace brick units; Repair cracked stone; Re-set stone finials; Remove and catalog stones for re-installation; Stucco repair; New steel lintels installation; Restore wood doors; Install new wood windows; Roof work.

5. Current Projects:

List all current projects. Use additional sheets as required.

Project 1

Name: Interior Restoration and Rehabilitation of L'Ecole Kinnelon Museum
Address: 25 Kiel Avenue, Kinnelon, New Jersey 07403
Construction Cost: \$217,401.00
Scheduled Completion: April 10, 2020
Owner and Phone Number: Borough of Kinnelon - Robert Roy (917) 991-0911
Architect and Phone Number: Connolly & Hickey Historical Architects - Margaret Hickey (973) 746-4911
Scope of Work:
Historic restoration: Interior selective demolition; Restore / repair interior features and finishes including walls, ceilings, wood trim and wood flooring; HVAC work; Electrical work.

Project 2

Name: Facade Restoration and Roof Repairs at the Proprietary House
Address: 149 Kearny Avenue, Perth Amboy, New Jersey 07405
Construction Cost: \$2,224,470.00
Scheduled Completion: October 30, 2020
Owner and Phone Number: Proprietary House Association - Lisa Nanton (732) 826-5527
Architect and Phone Number: CTS Group Architecture - Brian Compertore (973) 635-5900
Scope of Work:
Historic Restoration: Masonry restoration / repair; Masonry cleaning; Masonry coating application; Repair and paint wood cornice; Restore and paint exterior doors; Replace damaged roof slate shingles.

Project 3

Name: 150 Bay Street Facade Restoration
Address: 150 Bay Street, Jersey City New Jersey 07302
Construction Cost: \$365,500.00
Scheduled Completion: May 15, 2020
Owner and Phone Number: Bay Street Associates c/o GFP Real Estate LLC - Arie Fischman (646) 441-3807
Architect and Phone Number: CTS Group Architecture/Planning PA - David Abramson - (973) 635-5900
Scope of Work:
Historic Restoration: Demolish and re-build window openings; Waterproof window sills and lintels; Wood window caulking.

EXHIBIT A

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

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)**

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

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

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

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

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

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2 or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures

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relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

Letter of Federal Affirmative Action Plan Approval
Certificate of Employee Information Report
Employee Information Report Form AA302

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

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