

1. Conference Meeting Agenda

Documents:

[CA 12.20.22.PDF](#)

2. Public Meeting Agenda

Documents:

[PM 12.20.22.PDF](#)

3. Resolution(S)

3.I. 319-22

Documents:

[319-22 RAFFLE LICENSES 12.20.22.PDF](#)

3.II. 320-22

Documents:

[320-22 EMS FIRE APPARATUS MAINT AND REPAIR RESOLUTION
2022.PDF](#)
[320-22 EXHIBIT A.PDF](#)

3.III. 321-22

Documents:

[321-22 AUTHORIZING SECOND LICENSE AMENDMENT TO LEASE
AGREEMENT WITH NJ TRANSIT FOR USE MISSISSIPPI AVENUE LOOP
PROPERTY - 2022.PDF](#)
[321-22 EXHIBIT - SECOND AMENDMENT TO LICENSE AGREEMENT WITH
NJ TRANSIT FOR MISSISSIPPI LOOP PROPERTY - 2022.PDF](#)

3.IV. 322-22

Documents:

[322-22 RESOLUTION STATE CONTRACT AND ESCNJ LIBRARY
FURNITURE.PDF](#)
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3.V. 323-22

Documents:

[323-22 NJ DCA LRIG - RESOLUTION.PDF](#)

3.VI. 324-22

Documents:

[324-22 RESOLUTION AUTHORIZING SERVICE AGREEMENT FOR GOOSE CONTROL TECHNOLOGY - 2023.PDF](#)
[324-22 ATTACHMENT - GOOSE CONTROL TECHNOLOGY SERVICE CONTRACT 2023.PDF](#)

3.VII. 325-22

Documents:

[325-22RESOLUTION TO JOIN GSMJIF 2023-2025.PDF](#)
[325-22 CONTRACT - WEST ORANGE RMA FAIRVIEW 2023-25.PDF](#)
[325-22 GSMJIF RENEWAL PROPOSAL.PDF](#)
[325-22 GSMJIF IT AGREEMENT AND RESOLUTION.PDF](#)
[325-22 2023 RENEWAL COMPARISON.PDF](#)

3.VIII. 326-22

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[326-22 EXEMPT VET REFUND .PDF](#)

3.IX. 327-22

Documents:

[327-22 CANCELLATION OF SMALL BALANCES 2022.PDF](#)

3.X. 328-22

Documents:

[328-22 APPROVING AND ENDORSING THE BY LAWS FOR THE DOWNTOWN WEST ORANGE ALLIANCE - 2022.PDF](#)

3.XI. 329-22

Documents:

[329-22 DWOA BUDGET.PDF](#)

3.XII. 330-22

Documents:

[330-22 AUTHORIZING AWARD OF CONTRACT FOR MUNICIPAL BUILDING INTERIOR IMPROVEMENTS REPAIRS PHASE I TO VMF CONSTRUCTION - 2023.PDF](#)
[330-22 EXHIBITS.PDF](#)

3.XIII. 331-22

Documents:

[331-22 RESOLUTION - ESSEX CTY CDBG BLOCK GRANT PGM.PDF](#)
[331-22 CDBG PRIORITY LIST 2023.PDF](#)

3.XIV. 332-22

Documents:

[332-22 COMPETITIVE CONTRACT SECURITY OFFICERS.PDF](#)

3.XV. 333-22

Documents:

[333-22 RESOLUTION APPOINTING FERNANDO MARIN ESQ. AS PUBLIC DEFENDER.PDF](#)
[333-22 AGREEMENT - PUBLIC DEFENDER.PDF](#)

3.XVI. 334-22

Documents:

[334-22 AUTHORIZING APPLICATION FORM FOR A LOCAL LICENSE TO OPERATE A CANNABIS BUSINESSES WITHIN THE TOWNSHIP OF WEST ORANGE.PDF](#)
[334-22 FORM - APPLICATION FOR LOCAL LICENSE TO OPERATE A LICENSED CANNABIS ENTITY.PDF](#)

4. Ordinance(S) On Second And Final Reading

4.I. 2701-22

Documents:

[2701-22 HANDICAPPED ORD. 31-33-PARK AVE-28 HIGH-81 ASHLAND-85 MITCHELL-36 PARK TERR.PDF](#)

4.II. 2702-22

Documents:

[2702-22 ORDINANCE - SPEED LIMIT-ROCK SPRING RD..PDF](#)
[2702-22 STAT TRACKER REPORT.PDF](#)

4.III. 2704-22

Documents:

[2704-22 BOND ORDINANCE-COMPLETE.PDF](#)

Township of West Orange
CONFERENCE MEETING AGENDA
Council Chambers – 66 Main Street
Tuesday, December 20, 2022
Meeting No. 21

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 24, 2021 and published in the West Orange Chronicle on December 2, 2021.

**Roll Call – Councilwoman Casalino, Councilwoman Matute-Brown,
Councilman Rutherford, Councilwoman Williams, Council President
Susan McCartney, Mayor Parisi**

=====

6:30 P.M

- **A Tribute to Mayor Robert D. Parisi**

- **The Year in Review – Council President McCartney**

- **Council Liaison Announcements**

- **Public Meeting – 7:00 p.m.**

PUBLIC MEETING AGENDA-REVISED

**Township of West Orange
66 Main Street – 7:00 p.m.
December 20, 2022 – Meeting No. 21**

This is to inform the general public that this meeting is being held in compliance with Section 5 of the Open Public Meetings Act, Chapter 231, Public Law 1975. The annual notice was emailed to the Star Ledger and filed in the Township Clerk's office on November 24, 2021 and published in the West Orange Chronicle on December 2, 2021.

Statement of Decorum

**In all matters not provided for in subsection 3-15.1 and except upon consent of the Council President, each person addressing the Council pursuant to this subsection shall be required to limit his or her remarks to five (5) minutes and shall at no time engage in any personally offensive or abusive remarks. The chair shall call any speaker to order who violates any provision of this rule.
(1972 Code § 3-15.2)**

Roll Call – Councilwoman Casalino, Councilwoman Matute-Brown, Councilman Rutherford, Councilwoman Williams, Council President McCartney, Mayor Parisi

- 1. Pledge of Allegiance**
- 2. Public Comment**
- 3. *Consent Agenda**
- 4. *Approval of Minutes of Previous Meeting – December 6, 2022, Public Meeting**
- 5. *Report of Township Officers – None**
- 6. Reading of Petitions and Communications and Bids - None**
- 7. *Bills**
- 8. *Resolutions**
 - a. 319-22 Resolution Authorizing the Issuance of Raffle Licenses (Clerk)**
 - b. 320-22 Resolution to Award Contract for Fire Ems Apparatus Maintenance and Repair (P. Reynolds)**
 - c. 321-22 Resolution authorizing Second License Amendment to Lease Agreement with NJ Transit for use Mississippi Avenue Loop Property – 2022 (Legal-Moon)**
 - d. 322-22 Resolution to Authorize the Purchase of furniture and Equipment through the Education Services Commission of NJ (ESCNJ) Cooperative Contracts # ESCNJ 22/23-08 Co-op # 65MCESCCPS and NJ State Contract A-81631, A-81711, A-81718 (P. Reynolds)**
 - e. 323-22 Resolution to Apply for and Obtain a Grant from the New Jersey Department of Community Affairs for Approximately \$37,209.68 to Carry Out a Project to Replace the Dugouts at Degnan Park, West Orange, NJ (Grant Writer-M. Ludwinski)**
 - f. 324-22 Resolution Authorizing Service Agreement for Goose Control Technology – 2023 (DeNova)**

- g. 325-22** Resolution Authorizing the Mayor or Business Administrator to Execute an Agreement to Join the Garden State Joint Insurance Fund for the Period ff January 1, 2023, through December 31, 2025 (Gross)
- h. 326-22** Resolution Authorizing the Collector of Taxes to Refund Payment to the Listed Taxpayer Due to Veteran Exemption (K. Longo)
- i. 327-22** Resolution Authorizing the Tax Collector to Cancel Small Balances (K. Longo)
- j. 328-22** Resolution Approving and Endorsing the By Laws for the Downtown West Orange Alliance (Brill)
- k. 329-22 PUBLIC HEARING** and Adoption of Downtown West Orange Alliance Special Improvement District
2023 Budget (Brill)
- l. 330-22** Resolution Authorizing Award of Contract for Municipal Building Interior Improvements Repairs Phase I to VMF Construction – 2023 (Legal-Moon)
- m. 331-22** Resolution Authorizing the Township to Apply for the 2023 Community Development Block Grant Program Funds through the County of Essex (Carballo)
- n. 332-22** Resolution Authorizing the Use of Competitive Contracting to Obtain Security Services (Gross)
- o. 333-22** Resolution Appointing Fernando Marin, Esq. as Municipal Public Defender at the Rate of \$350.00 Per Session (Gengaro)
- p. 334-22 Resolution Authorizing Application Form for a Local License to Operate a Cannabis Businesses within the Township of West Orange (Legal- Moon)**

9. Ordinances on Second and Final Reading

- a. 2701-22** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-32.1 Handicapped Parking on Streets and Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange (Lepore)
- b. 2702-22** An Ordinance Amending and Supplementing Chapter 7, Traffic, Subsection 7-29.1, Speed Limits, General, Of the Revised General Ordinances of The Township of West Orange (Lepore)
- c. 2704-22** Bond Ordinance Providing for Various 2022 Capital Improvements, By and In the Township of West Orange, In the County of Essex, State Of New Jersey, Appropriating \$9,448,104 Therefor and Authorizing the Issuance Of \$8,998,191 Bonds Or Notes of The Township To Finance Part of The Cost Thereof (Gross)

10. Ordinances on First Reading-None

11. Pending Matters/New Matters/Council Discussion

- a. Updating the Cannabis Ordinance.**

12. ABC Hearing-None

13. Adjournment

**The Council President may at his/her discretion modify with consent the order of business at any meeting of the Council if he/she deems it necessary and appropriate.
(1972 Code § 3-8; Ord. No. 726-84; Ord. No. 1157-93; Ord. No. 2128-07 § II)**

Agenda is subject to change.

Next Meeting Date(s): January 10, 2023

HAPPY NEW YEAR!!

ZOOM INSTRUCTIONS:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/86422750666?pwd=ZWJvczVDbkpVUVdnZUc3VHZJb00rZz09>

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

**US: +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592
or +1 305 224 1968 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or
+1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or
+1 719 359 4580 or +1 253 205 0468**

Webinar ID: 864 2275 0666

Passcode: 226872

RESOLUTION

WHEREAS, the following charitable organization(s) have applied for a Raffle License which raffle is to be conducted within the Township of West Orange,

NOW THEREFORE, BE IT RESOLVED by the Township Council of *the Township of West Orange, that the Municipal Clerk is hereby authorized to* issue a license to conduct a raffle by the following organization (s) at the place (s) and time(s) set opposite their respective name(s):

<u>Organization</u>	<u>Type of Event/Date</u>	<u>Place</u>	<u>RL No.</u>
Seton Hall Prep Fathers Club	April 22, 2023 Off Premise Merchandise	120 Northfield Avenue	7793
Kelly Elementary School	January 11, 2023 On Premise 50/50	555 Pleasant Valley Way	7794
Kelly Elementary School	January 11, 2023 Off Premise Merchandise	555 Pleasant Valley Way	7795
PTA Gregory School	February 24, 2023 On Premise Merchandise	90 Rock Spring Road	7796
W.O.H.S. Music Boosters	January 28, 2023 On Premise 50/50	51 Conforti Avenue	7797

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: December 20, 2022

**RESOLUTION TO AWARD CONTRACT
FOR FIRE EMS APPARATUS MAINTENANCE AND REPAIR**

WHEREAS, the Township of West Orange Fire Department has requested the services of a company to perform routine maintenance and repair on a various number of equipment to keep it operating efficiently, see Exhibit A; and

WHEREAS, in accordance with the Local Public Contract Law N.J.S.A. 40A:11-1 et seq., the Purchasing Agent advertised for bids and did receive one (1) submission on the date December 6, 2022, and time 11:00 am posted; and

WHEREAS one bid was received, and that bid was reviewed by both the West Orange Fire department and the Purchasing Agent to be found responsible and responsive to the specifications and cost restraints: and

WHEREAS the following proposal has been submitted by:

VCI Emergency Vehicle Specialists, LLC
43 Jefferson Ave
Berlin, NJ 08009

Annual preventive maintenance costs:

Chassis \$450.00 per 5k mile interval \$900.00 per 30k interval, 5 vehicles 5k \$2250.00, 5 vehicles 30k \$4500.00

Patient Compartment/Module As needed per wear & tear that is not included in the warranty

General Repairs Rates:

Hourly Repair Rate \$150.00

Hourly OT \$150.00

Travel Cost \$0

OEM Parts Mark Up typical 10-25% as directed by the manufacturer

NOW LET IT BE RESOLVED, by the Council of the Township of West Orange that the Fire Apparatus maintenance and repair contract be awarded to Fire & Safety Services for the term of 24 months with the option to extend one (1) additional year which will start 01/01/2023.

BE IT FURTHER RESOLVED that the Acting Purchasing Agent is hereby authorized to arrange to pay for the forgoing in accordance with the terms of the purchase order and from funds certified by the Chief Financial Officer.

Karen J. Carnevale, R.M.C., Municipal Clerk

Susan McCartney, Council President

Adopted: December 20, 2022

I hereby certify funds available: 01-2010-00-7902-153

John O. Gross, CFO/BA

EXHIBIT "A"

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX
STATE OF NEW JERSEY

REQUEST FOR BIDS

REPAIR AND MAINTENANCE OF EMS APPARATUS FOR THE
WEST ORANGE FIRE DEPARTMENT

Submission Date:
December 6, 2022
11:00 A.M.
Prevailing time



TOWNSHIP OF WEST ORANGE* 66 MAIN STREET* WEST ORANGE, NJ 07052*
973-325-4056

Invitation to Bid

Notice is hereby given that the Township of West Orange is requesting sealed bids for the Repair and Maintenance of EMS Apparatus for the West Orange Fire Department. The specifications can be obtained in person at the Township of West Orange, 66 Main Street, Purchasing Room 111, West Orange, NJ 07052, during regular business hours, 8:30 a.m. to 4:30 p.m. or by emailing preynolds@westorange.org.

Sealed proposals, clearly marked with the title of bid, name and address of party making same, addressed to ~~the Township Council, Township of West Orange will be received by mail, or hand delivery, at the Municipal~~ Building, 66 Main Street, West Orange, NJ 07052. Submission due date is Tuesday, December 6, 2022 at 11:00 a.m. and will be publicly opened and read at that time in Council Chambers of Town Hall located at 66 Main Street, West Orange, NJ 07052. No proposals received after that time will be considered.

Bidders are required to comply with the Contract Compliance and Equal Employment Opportunities in Public Contracts N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and have a current New Jersey Business Registration Certificate P.L. 2004, N.J.S.A. 52:25-24.2. The Township reserves the right to reject any and all bids and to waive any and all informalities in the bid.

Panayiota Reynolds
Purchasing Agent

CONTENT:

- Section I: EMS Apparatus List
 - Section II: West Orange Fire Department EMS Apparatus Service and Repair Requirements
 - Section III: West Orange Fire Department EMS Apparatus Preventative Maintenance Scheduled
Inspection Chassis Service Requirements
 - Section IV: Proposal Form
 - Section V: Bidder Instructions and Mandatory Forms
-

SPECIFICATIONS
REPAIR AND MAINTENANCE OF EMS APPARATUS FOR
TOWNSHIP OF WEST ORANGE FIRE DEPARTMENT

GENERAL INTENT

Bidding on this contract will be limited to vendors actively engaged in the field of EMS apparatus repair services. The successful bidder will be expected to provide service in a timely, competent and professional manner. It is recognized that the equipment to be serviced is essential to Township of West Orange's, to be known as the ("Township") emergency management operations. Vendors must be able to demonstrate the ability and experience to provide superior quality of service. Vendor shall be actively in business for at least five (5) years in the maintenance, service, and repair of equipment of similar manufacture, capacity, and operating characteristics as those covered by this contract.

Bidders must provide documented proof of qualifications (Certifications) and three (3) references.

Term of Contract

This contract shall remain in effect for a period of two (2) years with an option to extend one (1) year based upon available funding. All terms and conditions of the contract shall remain the same for the additional years

Time and Materials

All quotes for work other than preventive maintenance services (which will be based on an annual cost) will include an hourly labor rate, overtime, any travel costs, and percentage of markup from wholesale on materials to be provided.

Acceptance

The Township reserves the right to examine all work performed under this contract. The Contractor will correct any and all defects and unsatisfactory work found by the Township. The Vendor shall correct said defects and unsatisfactory work at its own expense.

Parts

The Vendor must supply replacement parts equal or greater than Original Equipment Manufacturer (OEM) parts. The Township has the right to inspect all parts that will be used by the vendor. All replacement parts must be saved for fourteen (14) days for review by the Township.

Guarantee

Any work that is performed under this contract shall be guaranteed for a period of six (6) months from the date of acceptance. Said guarantee shall survive the expiration of this contract.

Payment

Payment shall be made in accordance with Township policy. No payment shall be made without an invoice and signed voucher (purchase order).

- a. A detailed invoice for repairs or service shall be given at the time of pick up. Details and specifics on scheduling repair maintenance will be arranged with Fire Chief or designee.
- b. During the course of this contract, vehicles may be added or deleted by the Township of West Orange.

Cancellation

If in the opinion of the Township of West Orange the contractor is not performing in a satisfactory manner, the Township of West Orange may at any time during the contract period terminate the contract by giving thirty (30) days' notice in writing to the other party of its intentions to do so for non-compliance with the terms and conditions of the contract. In the event the Township of West Orange cancels the contract, the contractor shall only be entitled to payments for work properly performed and completed.

SECTION I

EMS APPARATUS

While it could change at any time, the current fleet of EMS Apparatus is as follows:

Quantity	Vehicle #	Year	Make	Chassis
1	R-1	2019	Wheeled Coach	Ford E450
1	R-2	2021	Horton	Ford F550
1	R-3	2016	Horton	Ford E450
1	R-4	2003	Horton	Ford E350
1	R-6	1998	PL Custom	Ford E450

SECTION II

West Orange Fire Department EMS Apparatus Service and Repair Requirements

In an effort to ensure the quality of work to be provided to our department, we consider the requirements below to be the minimum service qualifications for the apparatus service center to maintain.

- A. The service center must have the ability to provide road service and maintain a service facility for repairs that cannot be performed within the Fire Stations.
- B. The service center be located no further than 30 miles from the Township of West Orange.
- C. The service center shall offer pickup and delivery service to the Township of West Orange for any repair not able to be performed within the Fire Stations.
- D. The service center shall be an authorized Ford Warranty Service Center for the EMS Apparatus chassis.
- E. The service center shall be a Ford QVM facility.
- F. This minimum inventory level, which must include major electrical system components (i.e. input/output modules, display panels, etc.), HVAC components, and body trim components, must represent the majority of manufacturers utilized by the Township of West Orange Fire Department.
- G. The service center's major business must be in the sales and service of EMS apparatus.

Exceptions: Yes ☐ No ☒

SECTION III

West Orange Fire Department EMS Apparatus Preventative Maintenance Scheduled Inspection Chassis Service Requirements

The preventative maintenance scheduled inspection provided chassis services shall be performed in accordance with the manufacturer's maintenance specifications. The following shall include but not be limited to:

A. Preventative Maintenance at 5,000 mile intervals

1. Engine Oil – Drain oil, inspect for metallic material. Refill with manufacturer's recommended lubricant
2. Oil Filter – Replace with new
3. Lubricate all lube points of undercarriage
4. Clean battery terminals and install anti-corrosion washers
5. Check and fill all fluid levels
6. Inspect all drive belts and advise
7. Inspect tie rod ends and advise
8. Inspect tire wear and advise
9. Fill all tires to manufacturer's recommended air pressure
10. Inspect exhaust system
11. Inspect undercarriage area for potential leaks (oil, antifreeze, power steering fluid, etc.)
12. Inspect all hoses for wear and advise
13. Inspect heater valves for potential leaks and overall operation
14. Inspect all emergency lighting and sirens for functionality
15. Inspect chassis lights (headlights, turn signals, interior dome lights, etc.)
16. Inspect litter retention operation
17. Inspect module O2 lines for leaks and overall operation
18. Inspect HVAC system in cab and module for overall operation
19. Perform visual inspection of all other primary functions of the EMS apparatus and advise
20. Road test vehicle and advise

B. Preventative Maintenance at 30,000 mile intervals

1. Inspect tires for wear and advise
2. Rotate tires
3. Fill all tires to manufacturer's recommended air pressure
4. Check front end alignment and advise
5. Inspect brakes, note wear and advise
6. Check king pins and advise
7. Inspect tie rod ends and advise
8. Service transmission and replace screen
9. Service rear differential and add rear additive
10. Remove screen from under the attendant seat and clean condenser area
11. Air Filter – Replace with new
12. Fuel Filter – Replace with new

13. Check glow plug circuit (if applicable) and advise
 14. Align headlights as needed
 15. Inspect and lube rear step bumper area
 16. Inspect all U-joints and advise
 17. Inspect steering linkage
 18. Road test vehicle and advise
-

Exceptions: Yes _____

No X

SECTION IV

PROPOSAL

TO THE TOWNSHIP COUNCIL, TOWNSHIP OF WEST ORANGE, NJ

Dear Council Members:

In accordance with and subject to all stipulations, conditions, requirements, and instructions to bidders, specifications so far as they relate to this proposal are made part of it, submit a bid of:

Repair and Maintenance of the EMS Apparatus for the Township of West Orange Fire Department Contract

Annual Cost for Preventive Maintenance for:

Chassis \$ 450.00 per 5K mile interval - \$900.00 per 30K mile interval

Patient Compartment/Module \$ As needed per wear & tear that is not included in the warranty

General Repair Rates:

Hourly Repair Rate \$ 150.00

Hourly Overtime Rate \$ 150.00

Travel Cost \$ 0

OEM Parts Mark Up Typical is 10 - 25 % as directed by the manufacturer

Continued.....

COMPANY

NAME VCI Emergency Vehicle Specialists LLC

ADDRESS 43 Jefferson Avenue

Berlin, NJ 08009

DATE December 1, 2022

PHONE 856-768-2162

Email rich_bohny@vciambulances.com

BY



(Signature and Title of Officer of Company authorized to execute a contract)

PROPOSAL TO BE SUBMITTED IN DUPLICATE WHICH CAN BE ON A USB/FLASH STICK

AFFIDAVIT OF NON-COLLUSION

The undersigned bidder of full age, being duly sworn according to law depose and hereby specifically certifies that:

A. To the best of the bidder's knowledge and belief, the annexed bid proposal for this project has not been prepared in collusion with any other bidder of like item or services and the prices, discounts, terms and conditions thereof have not been directly or indirectly communicated by or on behalf of the bidder to any person other than the recipient of the bid and will not be communicated to any person prior to the official opening of the bid.

B. The bidder fully understands that no premiums, rebates, or gratuities are permitted either with, prior to, or after signing of contract. Any violation will result in cancellation and removal from the bid list.

C. The bidder further certifies that the undersigned has the necessary authority, to sign this stipulation stating that the bidder has not entered into any agreement, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

All references to the bidder are understood to include the undersigned and all principals, partners and officers of the bidder..

Date: December 1, 2022


(Signature)

Robert W. Bohny, President
(Name and Title)

VCI Emergency Vehicle Specialists LLC

(Company)

43 Jefferson Avenue
(Address)

Berlin, NJ 08009

(Corporate Seal)

Subscribed and sworn to before me

this 1st day of December, 2022
Notary Seal



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Kimberly J. Troxell
Notary Public
State of New Jersey
Commission No. 2338800
My Commission Expires January 6, 2026

SECTION V

GENERAL INSTRUCTION TO BIDDERS

1. The Township of West Orange reserves the right to reject any or all bids, or to waive any informalities in the bids, and unless otherwise specified by the bidder, to accept any item in the bid, should it be deemed in the best interest of the Township of West Orange to do so.
2. ~~In case of default by the bidder or contractor, the Township of West Orange may procure the~~ articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.
3. The bidder, if awarded a contract, agrees to protect, defend and save harmless the Township of West Orange against any damage for payment for the use of any patented material process, article or devise that may enter into manufacture, construction, or form a part of the work covered by either order or contract, and the bidder further agrees to indemnify and save harmless the Township of West Orange from suits or actions of every nature and description brought against it, for, or on account of any injuries or damages received or sustained by any party or parties by, or from any of the acts of the contractor, his servants or agents.
4. The contractor shall maintain sufficient insurance (\$1,000,000.00) to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided to the Township of West Orange when required.
5. It is to be understood by the bidder that this bid is submitted on the basis of specifications prepared by the Township of West Orange and the fact that any bidder is not familiar with these specifications or conditions will not be accepted as an excuse.
6. Each bid must be signed in ink by the person authorized to do so.
7. Bidders must use the proposal form furnished by the Township of West Orange when submitting their bid, if applicable.
8. Non-Collusion Affidavit must be completed and included with bid.
9. A Performance Bond in the amount of 100% of total bid is **not required**.
10. Insert prices for furnishing all of the material and/or labor described or required. Prices shall be net, including any charges for packing, crating, containers, etc. and all transportation charges fully prepaid by the contractor. F.O.B. destination and placement at locations specified by the Township of West Orange. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the vendor's convenience when a single shipment is ordered.
11. Payments will be made upon the approval of vouchers with the requirements of the Township of West Orange and subject to the Township of West Oranges customary procedures.
12. Contract will be awarded on a (Line Item) or (Lump Sum) basis, if applicable.

13. Award will be made by Township of West Orange within sixty (60) days after receipt of bids.
14. Prevailing Wage & Labor Laws. The New Jersey prevailing Wage Act (P.D. 1963, Chapter 150) and provisions of the State Labor Laws shall be complied with by the successful bidder.
15. Equal or Tie Bids. The Township of West Orange reserves the right to award at their discretion to any one of the tie bidders.
16. Return of Bid Security. All bid security of the three lowest responsible bidders shall be returned with 10 days. Within 3 days after signing of the contract and approval of contractor's performance bond, the bid security remaining bidders shall be returned to them, if applicable.
17. The Township of West Orange is exempt from any State sales tax.
18. For purpose of evaluation where an equivalent product is being furnished, bidder must indicate any variation to our specifications no matter how slight. All exceptions shall be submitted on separate sheets within your submission. If no variations are indicated, it will be construed that the bid fully complies with our specifications.
19. Quantities as shown are approximate and the Township of West Orange reserves the right to increase or decrease quantities by 20% at the unit price bid.
20. The contract, if applicable, shall be in effect for two (2) years from the date of award, unless otherwise stated. Township can extend the contract for one (1) additional year, if agreed.
21. Bids may be hand delivered or mailed per legal notice to bidders. In case of mailed bids, the Township of West Orange assumes no responsibility for bids after the designated date and time and will return late bids to the bidder unopened.
22. Pay to Play Requirements Contractors are advised of the responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Enforcement Commission, pursuant to N.J.S.A. 19:44-20.13(P.L. 2005, c, 271, s.3), if the contractor receives contracts in excess of \$50,000 in the aggregate from public entities during the calendar year. It is the contractor's responsibility to determine if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us. In addition, pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange respondents shall disclose all political contributions of two hundred dollars (\$200) or more made within the preceding five (5) years to any elected officials of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office

Bids are due: Tuesday, December 6, 2022 at 11:00 AM
Township of West Orange, Room 111
66 Main Street
West Orange, NJ 07052
M-F 8:30 AM – 4:30 PM

Contact: Panayiota Reynolds, Purchasing Agent
(973) 325-4056
Email: preynolds@westorange.org

1. No interpretation of the meaning of the specifications will be made to any bidder orally. Every request for such interpretations should be in writing to the Purchasing Agent and to be given consideration must be received at least ten (10) days prior to the date fixed of the opening bids. Any and all such interpretations and any supplemental instruction will be mailed to all prospective bidders (at the respective addresses furnished for such purpose) not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretations shall not relieve any bidder from any obligation under his bid submitted. All addenda so issued shall become part of the contract document.
2. Mandatory forms: Disclosure of Ownership Form
EEO/Affirmative Action Compliance
Iranian Disclosure
Business Registration
Notice of addendum/addenda
Political Contribution Form

Application after award:

w-9
Certificate of Insurance

Business Registration Certification and Public Works Contractor Registration Certification

Effective September 1, 2004, the State has expanded its Contractor Registration Program to local Government contracts, P.L. 2004, c57. All business organizations that do business with a local government agency are required to be registered with the State. The business must provide proof of that registration to the local government agency before that local government agency can enter into a contract with the business. A copy of the Business Registration Certificate must also be on file before any purchase order/voucher or other contracting document can be issued.

Contractors are responsible for notifying subcontractors.

Further information and registration can be obtained online from the NJ Treasury, Division of Revenue or by calling (609) 292-1730.

P.L. 1999 Chapter 238. The Public Works Contractor Registration Act specifies that no contractor or subcontractor shall bid on or engage in any contract (or part thereof) for public work which is subject to the provisions of the "New Jersey Prevailing Wage Act", P.L. 1963 C. 150 (c. 34:11-56.25 et seq.) for the construction, reconstruction, demolition, alteration, repair, or maintenance of a public building regularly open to and used by the general public or public institution, and includes any subcontractor or lower tier subcontractor of a contractor unless they are registered with the Commissioner of Labor.

TOWNSHIP OF WEST ORANGE
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Proposer: VCI Emergency Vehicle Specialists LLC

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 the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this 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, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal: Must check appropriate boxes

- ☒ Is not providing goods or services of \$20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, and
- ☒ Is not a financial institution that extends \$20,000,000 or more in credit to another person or entity, for 45 days, or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it or one of its parents, subsidiaries, or affiliates has engaged in the above referenced activities, a detailed, accurate and precise description of the activities must be provided in part 2 below to the New Jersey Turnpike Authority under penalty of perjury. 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

Continued...

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

Name: _____	Relationship to Proposer: _____
Description of Activities: _____	
Duration of Engagement: _____ Anticipated Cessation Date: _____	
Proposer Contact Name: _____ Contact Phone Number: _____	

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 Township of West

Orange, 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 Township to notify the Township 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 Township of West Orange, State of New Jersey and that the Township at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Robert W. Bohny

Signature: 

Title: President

Date: December 1, 2022

Please check appropriate boxes on this form.

EXHIBIT A
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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 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, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter 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 meet targeted county employment goals established in accordance with 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, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

STOCKHOLDER DISCLOSURE CERTIFICATION

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. X.

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

PLEASE CHECK TYPE OF BUSINESS ORGANIZATION:

Partnership _____ Limited Partnership _____ Limited Liability Corp _____

Corporation _____ Sole Proprietorship _____ Limited Liability Partnership X

Subchapter S Corp _____

PLEASE CHECK APPROPRIATE BOXES AND SIGN BELOW

Name: _____

Home Address: _____

Stockholders

Name: Robert W. Bohny _____

Home Address: _____

Name Richard T. Bohny _____

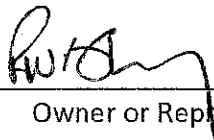
Home Address: _____

Name: Jeffrey M. DeJesus _____

Home Address: _____

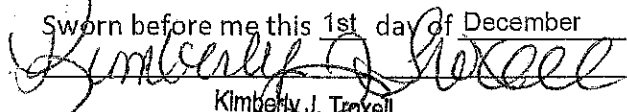
Robert W. Bohny, President

Print Name & Title


Owner or Representative Signature

NOTARY PUBLIC

Sworn before me this 1st day of December 20 22.



Kimberly J. Troxell

Notary Public

State of New Jersey

Commission No. 2338800

My Commission Expires January 8, 2026

REQUIRED EVIDENCE

AFFIRMATIVE ACTION REGULATIONS N.J. S.A. 10:5-31, et seq. (N.J.A.C. 17:27)

If awarded a contract, the Bidder will be required to comply with the requirements of N.J.S.A. 10:531, et seq., and N.J.A.C. 17:27. Within five (5) days after receipt of the notification of intent to award the contract, the Bidder shall present one of the following:

1. Appropriate evidence that the Contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with N.J.A.C. 17:27-4; or
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-4.

The Bidder must submit no later than three (3) days after the signing of the Contract an Initial Project Manning Table consisting of forms provided by the Affirmative Action Office and completed by Contractor in accordance with N.J.A.C. 17:27-7.

Bidders are referred to the Bidder's Information Section of the Bid Packet for a further description of the above requirements.

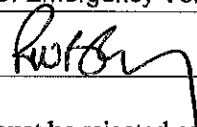
NO BIDDER MAY BE ISSUED A CONTRACT UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS OF N.J.S.A. 10:5-31, et seq.

The following questions must be answered by all Bidders:

1. Do you have a federally-approved or sanctioned Affirmative Action Program?
Yes _____ (If yes, submit a copy of such approval.) No
2. Do you have a State Certificate of Employee Information Report approval?
Yes X (If yes, submit a copy of such approval.) No

The undersigned Bidder certifies that he is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31, et seq., and agrees to furnish the required documentation pursuant to the law.

COMPANY: VCI Emergency Vehicle Specialists LLC NAME: Robert W. Bohny

SIGNATURE:  TITLE: President

NOTE: A bid must be rejected as non-responsive if a Bidder fails to comply with requirements of N.J.S.A. 10:5-31, et seq., within the time frame stipulated.

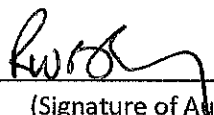
TOWNSHIP OF WEST ORANGE
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following addenda:
Please assign the number, date and initial.

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (Initial)
------------------------	--------------	---

☒ No addenda was/were received.

Acknowledged for: VCI Emergency Vehicle Specialists LLC
(Company Name)

By: 
(Signature of Authorized Representative)

Name: Robert W. Bohny
(Print)

Title: President

Date: December 1, 2022

**Political Contribution Disclosure Statement Pursuant to Chapter 2, Section 68 of the Revised
General Ordinances of the Township of West Orange**

Pursuant to Section 2-68.1 of the Revised General Ordinances of the Township of West Orange, please set forth below all political contributions in cash or in kind of two hundred (\$200.00) dollars or more made within five (5) years of the date of acceptance of a proposal for a negotiated contract with the Township of West Orange, or within five (5) years of the notice of award for a bid contract with the Township of West Orange, either directly or indirectly, by the individuals or any of the principals of the business entity completing this form or by the business entity itself, to any elected official of the Township of West Orange currently in office or any political organization affiliated with an elected official of the Township currently in office.¹

<u>Name of Individual/Entity Making Contribution</u>	<u>Amount of Contribution</u>	<u>Recipient of Contribution</u>	<u>Date of Contribution</u>

If you have <u>NOT</u> made any contributions within the scope of Section 2-68.1, as set forth above, please X the line to the right.	<u>NONE</u>
	<u> X </u>

I hereby certify under penalty of perjury that the information provided herein is true and accurate to the best of my knowledge, information and belief.

The current elected officials of the Township include the following: Mayor Robert D. Parisi; Councilwoman Cindy Matute-Brown, Councilman Bill Rutherford; Councilwoman Susan McCartney, Councilwoman Michelle Casalino; and Councilwoman Tammy Williams.

VCI Emergency Vehicle Specialists LLC

Company Name



Authorized Signature

Robert W. Bohny

Printed Name

December 1, 2022

Date

BIDDER'S CHECK LIST Mandatory Items

Business Registration Certification

✓ RUB

Stockholders Disclosure
Statement

✓ RUB

Affirmative Action Compliance
Notice

✓ RUB

Iranian Disclosure Form

✓ RUB

Non-Collusion Affidavit

✓ RUB

Proposal Form

✓ RUB

Acknowledgement of Addenda

✓ RUB

Political Contribution Form

✓ RUB

Please initial lines.

Please provide one additional copy of entire bid package, which can be a USB/Flash Stick

END OF BID



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: VCI EMERGENCY VEHICLE SPECILISTS, LLC

Trade Name: VCI

Address: 43 JEFFERSON AVE
BERLIN, NJ 08009-1674

Certificate Number: 0086302

Effective Date: February 26, 1998

Date of Issuance: December 01, 2022

For Office Use Only:

20221201124737385

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-MAY-2022** to **15-MAY-2025**

VCI EMERGENCY VEHICLE SPECIALISTS LLC
43 JEFFERSON AVENUE
BERLIN NJ 08009



A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muoio".

ELIZABETH MAHER MUOIO

State Treasurer



Ford Motor Company

Is proud to recognize

VCI Emergency Vehicle Specialists

as a participant in the

Ambulance

Qualified Vehicle Modifier Program



Randy M. Freiburger

Randy M. Freiburger - SVE Quality Programs Mgr.

September, 2020

RESOLUTION

WHEREAS, on or about September 15, 2012, the Township of West Orange (the “Township”) entered into a License Agreement, annexed hereto as Exhibit “**A**” with the New Jersey Transit Corporation (“NJ Transit”) for the use of a 20,250 square foot area comprising a portion of the Mississippi Avenue Loop, situated on the easterly side of Mississippi Avenue, north of Harrison Avenue (the “Property”) within the Township; and

WHEREAS, in 2017, the License Agreement was previously amended to extend the term of the license for an additional five (5) year period, annexed hereto as Exhibit “**B**,” and

WHEREAS the latest term of the license expired on July 31, 2022; and

WHEREAS, the Township and NJ Transit have agreed to amend the License to extend the use of the Property until July 31, 2027, pursuant to the terms and conditions of a Second License Amendment, annexed hereto as Exhibit “**C**” (the “Amendment”); and

WHEREAS the Amendment provides that the Township shall continue to use the Property and pay an Annual Fee as set forth in paragraph 2 of the Amendment.

NOW, BE IT HEREBY RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE, that the Mayor shall be and hereby is authorized to execute the Amendment annexed hereto as Exhibit “**C**”, and the Municipal Clerk shall be and hereby is authorized to attest to the Mayor’s signature; and

BE IT FURTHER RESOLVED, that the original fully executed copy of this Resolution and the executed Amendment to the Lease with the initial executed copy of the original License between the Township and NJ Transit.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: December 20, 2022

I hereby certify funds available from Account No. 01-2010-00-8052-090

John O. Gross, Chief Financial Officer

Exhibit “A”

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made on this 15th day of September 2012, between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, with an office at One Penn Plaza East, Newark, New Jersey 07105-2246, (hereinafter referred to as ("NJ TRANSIT")) and Township of West Orange, a municipal corporation, with an office located at 66 Main Street, West Orange, New Jersey 07052 (hereinafter "Licensee").

WHEREAS, NJ TRANSIT owns the property described as a rectangular parcel of land containing approximately 20,250 (150' x 135') square feet, comprising a portion of the Mississippi Avenue Loop, situated on the easterly side of Mississippi Avenue, north of Harrison Avenue, located in the Township of West Orange, County of Essex, State of New Jersey as shown on Exhibit A, attached hereto and made a part hereof (hereinafter the "License Area"); and

WHEREAS, the parties have agreed that NJ TRANSIT will grant unto Licensee permission to use the License Area, pursuant to the terms and conditions as herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this agreement, and for other good and valuable consideration, the parties agree as follows:

1. Term of License

NJ TRANSIT grants Licensee permission to enter upon and continue to use the "License Area" for the purposes stated herein for a term of five (5) years commencing on August 1, 2012 (the "Commencement Date") and ending on July 31, 2017 (the "Termination Date"). NJ TRANSIT may cancel this License in its entirety or for any licensed location without cause and for convenience upon thirty (30) days written notice to Licensee.

2. Location of License Area

Licensee shall not use the space adjacent to the License Area or any other space not specifically assigned to Licensee. There may be no physical contact with any NJ TRANSIT equipment by Licensee. NJ TRANSIT reserves the right to change the location of the License Area to meet the needs of NJ TRANSIT.

In the event that during the term of this License, NJ TRANSIT undertakes activities at the premises which may involve hazardous or offensive activities, including the placement of construction facilities, equipment and materials in the immediate vicinity of the License Area, Licensee agrees that neither NJ TRANSIT nor its contractor shall be held liable for any annoyance, disturbance or loss of business due to these conditions.

3. Use

The License Area shall be used solely for the purpose of providing the Township with metered automobile parking and for no other purpose. Licensee shall not use and shall not allow, permit or suffer the License Area, or any part thereof, to be used for any other purpose without the prior written consent of NJ TRANSIT, which may be granted or denied in its sole and absolute discretion.

4.

Fee

The Fee for the License Area is as follows: (all compensation is payable annually)

License Year Annual Minimum Base Fee

1	\$2,121.75
2	\$2,174.79
3	\$2,229.16
4	\$2,284.89
5	\$2,342.01

Charges are due and payable on the first day of each License Year in advance, commencing on August 1, 2012. All checks shall be made payable to NJ TRANSIT Corporation and shall be mailed to Post Office Box 1549, Newark, New Jersey 07101-1549.

5.

Utilities

Licensee shall pay for any and all electric services, water and sewerage charges necessary for Licensee's use. NJ TRANSIT shall not be liable for any temporary suspension of any utilities.

6.

Services

Licensee acknowledges that NJ TRANSIT is not providing any services for the License Area.

7.

Maintenance, Repairs and Security

Licensee, at Licensee's sole cost, shall maintain the License Area in constant good order, repair and safe condition and shall make all repairs to the License Area which is necessary or desirable to keep the License Area in good order and repair, including but not limited to maintaining the fence that surrounds the License Area, snow removal, de-icing and surface repair. Licensee shall keep the License Area free from any nuisance, including but not limited to vermin, escaping offensive odors and hazardous conditions.

8.

Alterations, Additions or Improvements

Licensee shall, at its sole cost, make all alterations and improvements to the License Area as are necessary to permit the use of the License Area. Notwithstanding the above, Licensee shall not make any alterations, additions or improvements on or to the License Area without the prior written consent of NJ TRANSIT.

9.

Compliance with Laws

Licensee shall comply with all the laws, ordinances, regulations and rules of the federal, state and municipal governments which may be applicable to the use of the License Area, and shall, at its sole cost and expense, obtain such licenses, approvals or authority from federal, state or municipal governments or agencies thereof, as are necessary to use the License Area. The Licensee shall also pay any and all federal, state, municipal or other fees, assessments or taxes imposed or levied upon such operations and shall defend and save NJ TRANSIT harmless from any and all fees, assessments, taxes, fines or penalties arising in connection with such operations and/or any and all activities conducted on NJ TRANSIT premises by Licensee. The provisions of this License and all rights and obligations herein shall be governed by and construed in accordance with the laws of the State of New Jersey.

10.

Environmental Regulations and Indemnity

Licensee shall maintain and keep, at its sole cost, the License Area thereon in compliance with all applicable federal, state and local environmental laws, rules and regulations including, but not

limited to, the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq. (the "Spill Act") the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. ("ISRA") and the Underground Storage of Hazardous Substances Act, N.J.S.A. 58:10A-21 et seq.; Licensee shall also comply with all registration and disclosure provisions of laws and regulations designed to prevent, control or respond to the discharge of hazardous substances into the land, water and air. Licensee shall be responsible for all remedial, investigatory and corrective measures and other such actions as may be required in connection with such laws, rules and regulations resulting from or during Licensee's use and occupancy of the License Area.

11. Obligations of NJ TRANSIT

NJ TRANSIT shall assume no obligation whatsoever in connection with the operation of the License Area or the use of the License Area by Licensee, including, but not limited to the provision of security or lighting, and shall not be obligated to make any repairs to the License Area or to furnish workers, equipment or materials in connection with such operation or use. NJ TRANSIT shall not be liable to Licensee for loss, damage or liability of any kind or nature whatsoever sustained by Licensee, its successors or assigns by reason of NJ TRANSIT's failure to fulfill its obligations herein or by reason of any event of any kind beyond the control of NJ TRANSIT which in any way affects NJ TRANSIT's ability to perform its obligations herein. Furthermore, NJ TRANSIT shall not be liable for any loss, theft or damage whatsoever to the License Area or its contents or for any loss of business which may be caused by the actions or inactions of NJ TRANSIT.

12. Obligations of Licensee

Licensee shall take all measures to assure the safety of the License Area, including but not limited to all measures required by applicable law.

13. Indemnity

Licensee, at its sole cost and expense, shall indemnify, defend and save harmless the State of New Jersey, NJ TRANSIT and its operating divisions, their agents, officials, employees, servants, invitees and any other operating authorities NJ TRANSIT may designate, (the "Indemnified Parties") against all claims, just or unjust, made against the Indemnified Parties or Licensee on account of injuries, death, or losses of any kind whatsoever, including but not limited to property losses, damages, suits, liabilities, judgments, costs and expenses which may in anyway accrue against the Indemnified Parties (other than due to the gross negligence of NJ TRANSIT), in consequence of the granting of this License, the failure of Licensee to perform any of its obligations under this License, and/or the use or operation of the License Area hereunder or which may in any way result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligence, acts or omissions of the Indemnified Parties or Licensee or of other persons. Licensee shall appear, defend and pay, at its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties in any such action, Licensee shall, at its own expense, satisfy and discharge the same.

14. Insurance

Licensee, at its expense, shall keep in force during the term of this agreement (a) Worker's Compensation and Employer's Liability Insurance, if required by law and (b) Comprehensive General Liability Insurance to include personal injury, bodily injury, broad form property damage, operations hazard owner's protective coverage, contractual liability, products and completed operations liability in combined single limit of not less than Five Million Dollars (\$5,000,000.00). The minimum limits specified above are the minimum amounts required by NJ TRANSIT, and amounts may be revised by NJ TRANSIT from time to time to meet changed

circumstances. Licensee shall provide NJ TRANSIT with a certificate of insurance evidencing the aforesaid insurance coverage upon execution of this License. NEW JERSEY TRANSIT AND THE STATE OF NEW JERSEY SHALL BE NAMED ADDITIONAL INSURED ON ALL INSURANCE POLICIES REQUIRED HEREUNDER. The insurance policies shall provide that there shall be no cancellation, change or lapse in coverage without at least thirty (30) days prior written notice to NJ TRANSIT. It is understood and agreed that the procurement of insurance in the amounts required does not in any way or manner whatsoever limit Licensee's liability to NJ TRANSIT. In the event the insurance so provided by Licensee does not apply to or cover a particular loss, Licensee shall be liable to NJ TRANSIT for the full amount of any and all loss and/or damage as provided herein. Licensee shall also be liable to NJ TRANSIT for the full amount of any and all loss and/or damage for which Licensee is responsible.

15. Termination by Default

If Licensee defaults on any term or condition set forth herein, including failure to pay compensation for any or all of the locations as described herein, and if such default shall not have been cured within five (5) days of written notice by NJ TRANSIT, NJ TRANSIT may by written notice to Licensee immediately terminate this License.

16. Cross Default

Licensee agrees that a default by a licensee which is an "Affiliate" of Licensee under any license with NJ TRANSIT shall be deemed to be a default under this License. An Affiliate shall mean a person or entity which is controlled by, controlling, or under common control with Licensee.

17. Assignment

This License may not be assigned or transferred without the prior written consent of NJ TRANSIT. Notwithstanding the foregoing, Licensee may assign this agreement to an entity (i) for which the majority of the ownership interests are owned or purchased by Licensee, (ii) which purchases or owns the majority of the ownership interests of Licensee, or (iii) which results from the merger of Licensee, without the consent of, but upon notice to the NJ TRANSIT. However, the assignee shall assume the liabilities and responsibilities under this License with the assignor simultaneously retaining same.

18. Notice

All notices required by this License shall be sent by certified .mail, return receipt requested, to the parties at the addresses listed below, unless either party shall inform the other party, in writing, of any change in designated parties or addresses.

NJ TRANSIT: Sr. Director of Real Estate
New Jersey Transit Corporation
One Penn Plaza East
Newark, New Jersey 07105-2246

Licensee: Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attn: Municipal Clerk

19. Non-Waiver by NJ TRANSIT

The various rights, remedies, options and elections of NJ TRANSIT expressed herein are

cumulative, and the failure of NJ TRANSIT to enforce strict performance by Licensee of the conditions and covenants of this License or to exercise any election or option or to restore or have recourse to any remedy herein conferred or the acceptance by NJ TRANSIT of any installment of rent after breach by Licensee, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future enforcement by NJ TRANSIT of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

20. **Right of Access**

NJ TRANSIT shall allow Licensee, its employees, agents and customers necessary and reasonable means of ingress and egress through NJ TRANSIT premises for the purpose of gaining access to the License Area.

21. **Entire Agreement**

This License embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. If any provision is held to be invalid, it shall be considered deleted herefrom and shall not invalidate the remaining provisions.

22. **Modification of Agreement**

No term of the License may be changed without the prior written consent of both parties.

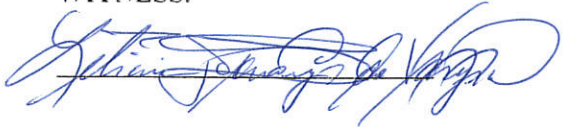
23. **Authority to Sign**

Licensee represents that the individual executing this License on behalf of Licensee is fully authorized to do so and that the execution of this License on the part of such individual shall bind Licensee to its obligations set forth in this License.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this License the 15th day of September, 2012.

WITNESS:

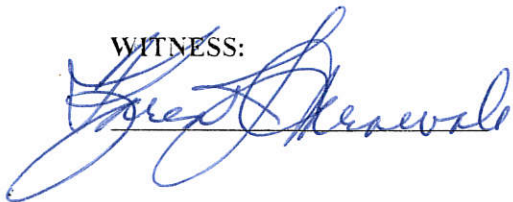


NEW JERSEY TRANSIT CORPORATION

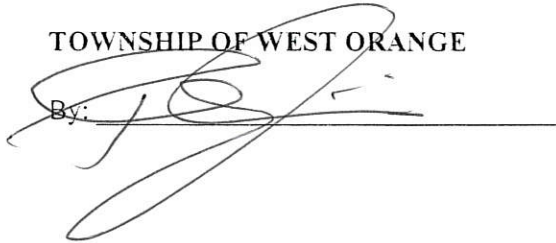
By: 

Michael Lihvarcik
Acting Chief Financial Officer and Treasurer

WITNESS:

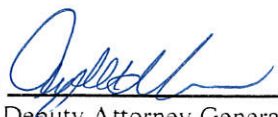


TOWNSHIP OF WEST ORANGE

By: 

This License has been approved as to form only.

Jeffrey S. Chiesa
ATTORNEY GENERAL OF NEW JERSEY

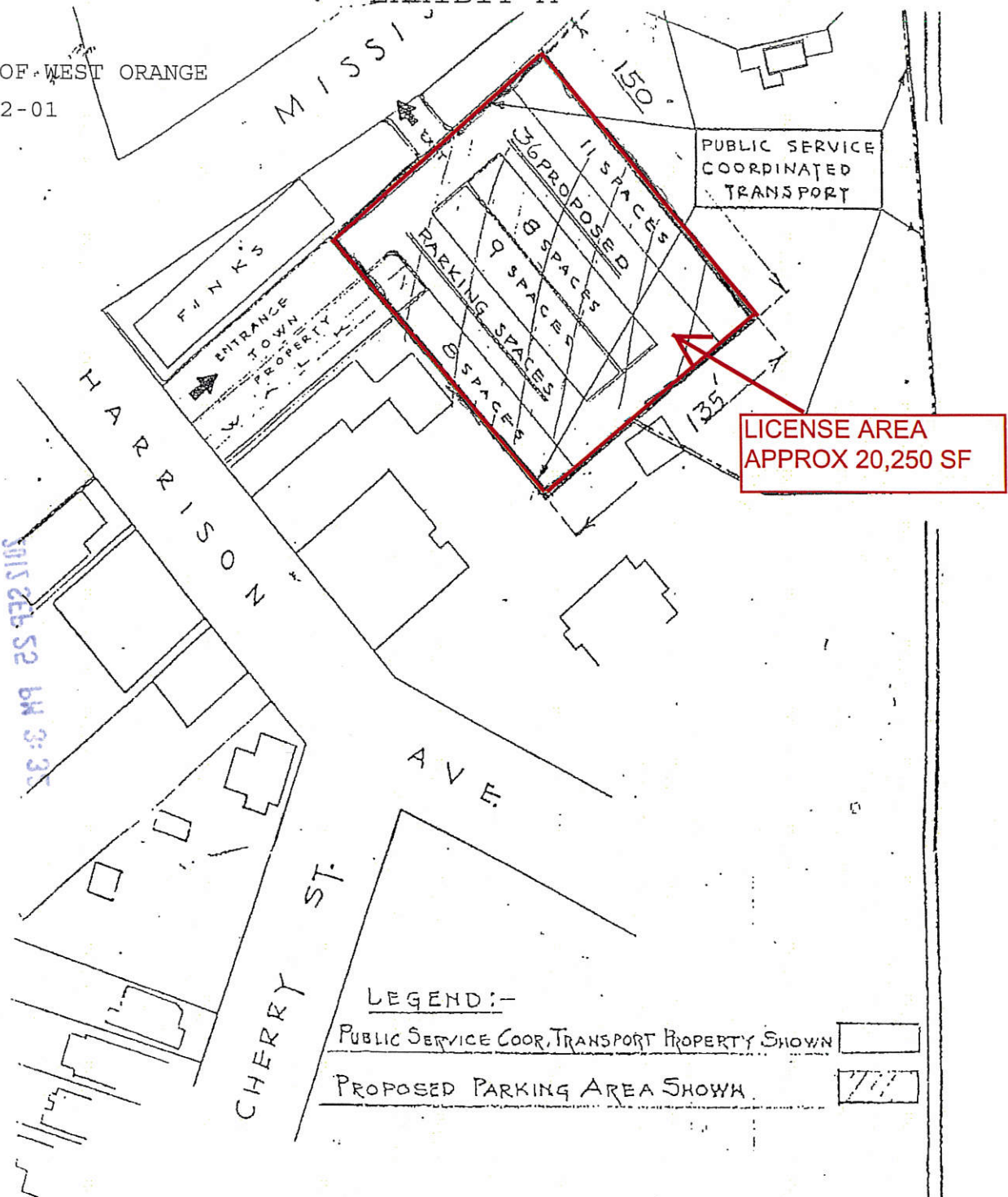
By: 

Deputy Attorney General

Ayellet Hirschhorn

EXHIBIT A

TOWNSHIP OF WEST ORANGE
L0775-3542-01



LEGEND:-

PUBLIC SERVICE COOR. TRANSPORT PROPERTY SHOWN

PROPOSED PARKING AREA SHOWN

PLAN FROM

TOWN OF WEST ORANGE

SHOWING

OFF STREET PARKING

HARRISON & MISSISSIPPI AVENUES

SCALE 1" = 50'-0"

T.F.P. by F.J.W.

FEB. 14, 1952

NOT TO SCALE

DRWG. No 25133-C

SEE ALSO Blue Print Dated April 1952

Exhibit “B”

FIRST LICENSE AMENDMENT
BETWEEN
NEW JERSEY TRANSIT CORPORATION
AND
TOWNSHIP OF WEST ORANGE

This License Amendment (hereinafter "Amendment") made this ____ day of _____ 2018, by and between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, whose address is One Penn Plaza East, Newark, New Jersey 07105-2246 (hereinafter "NJ TRANSIT") and the Township of West Orange, a municipal corporation, with an office located at 66 Main Street, West Orange, New Jersey 07052 (hereinafter "Licensee").

WHEREAS, NJ TRANSIT and Licensee originally entered into a License Agreement (hereinafter "License") on September 15, 2012, for a rectangular parcel of land containing approximately 20,250 (150' x 135') square feet, comprising a portion of the Mississippi Avenue Loop, situated on the easterly side of Mississippi Avenue, north of Harrison Avenue, located in the Township of West Orange, County of Essex, State of New Jersey (hereinafter, the "License Area"); and

WHEREAS, the original Term of the License expired on July 31, 2017; and

WHEREAS, NJ TRANSIT and Licensee have agreed to extend the License for a five year (5) term with a revised Expiration Date of July 31, 2022; and

WHEREAS, NJ TRANSIT and Licensee have agreed to amend the License to provide for revised Annual Fee in the amount of \$2,401.00 per year, with annual increases in the amount of two and one-half percent (2.5%), to be payable by Licensee, in addition to all other forms of Fee and/or Additional Fee as provided by the License; and

WHEREAS, NJ TRANSIT and Licensee have agreed to such amendment of the License subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

1. Effective August 1, 2017, the License Term, as amended, shall commence on August 1, 2017, and shall expire on July 31, 2022, unless sooner terminated as provided in the License.
2. Effective August 1, 2017, Section 4 is deleted in its entirety and replaced by the following:

The Fee for the License Area is as follows: (The Fee is payable annually)

License Year	Annual Fee
1 (8/1/17-7/31/18)	\$2,401.00
2 (8/1/18-7/31/19)	\$2,461.00
3 (8/1/19-7/31/20)	\$2,523.00
4 (8/1/20-7/31/21)	\$2,586.00
5 (8/1/21-7/31/22)	\$2,651.00

Charges are due and payable on the first day of each License Year in advance, commencing on August 1, 2017. All checks shall be made payable to NJ TRANSIT Corporation and shall be mailed to Post Office Box 1549, Newark, New Jersey 07101-1549.

3. Effective August 1, 2017, Exhibit A of the License shall be replaced with the Exhibit A attached hereto.
4. All other terms and conditions of said License shall remain in full force and effect. In the event of an inconsistency between this Amendment and the License, the terms of this Amendment shall control.
5. This Amendment is hereby made a part of the License.

Agreed and accepted this _____ day of _____, 2018.

NEW JERSEY TRANSIT CORPORATION

WITNESS

By: _____
Jeffrey A. Nadell
Senior Director – Real Estate and Economic
Development

TOWNSHIP OF WEST ORANGE

WITNESS

By: _____
Name: _____
Title: _____

This License Amendment has been approved as to form only.

Gurbir S. Grewal
Attorney General of New Jersey

By: _____
Deputy Attorney General

TOWNSHIP OF WEST ORANGE

L0775-3542-01

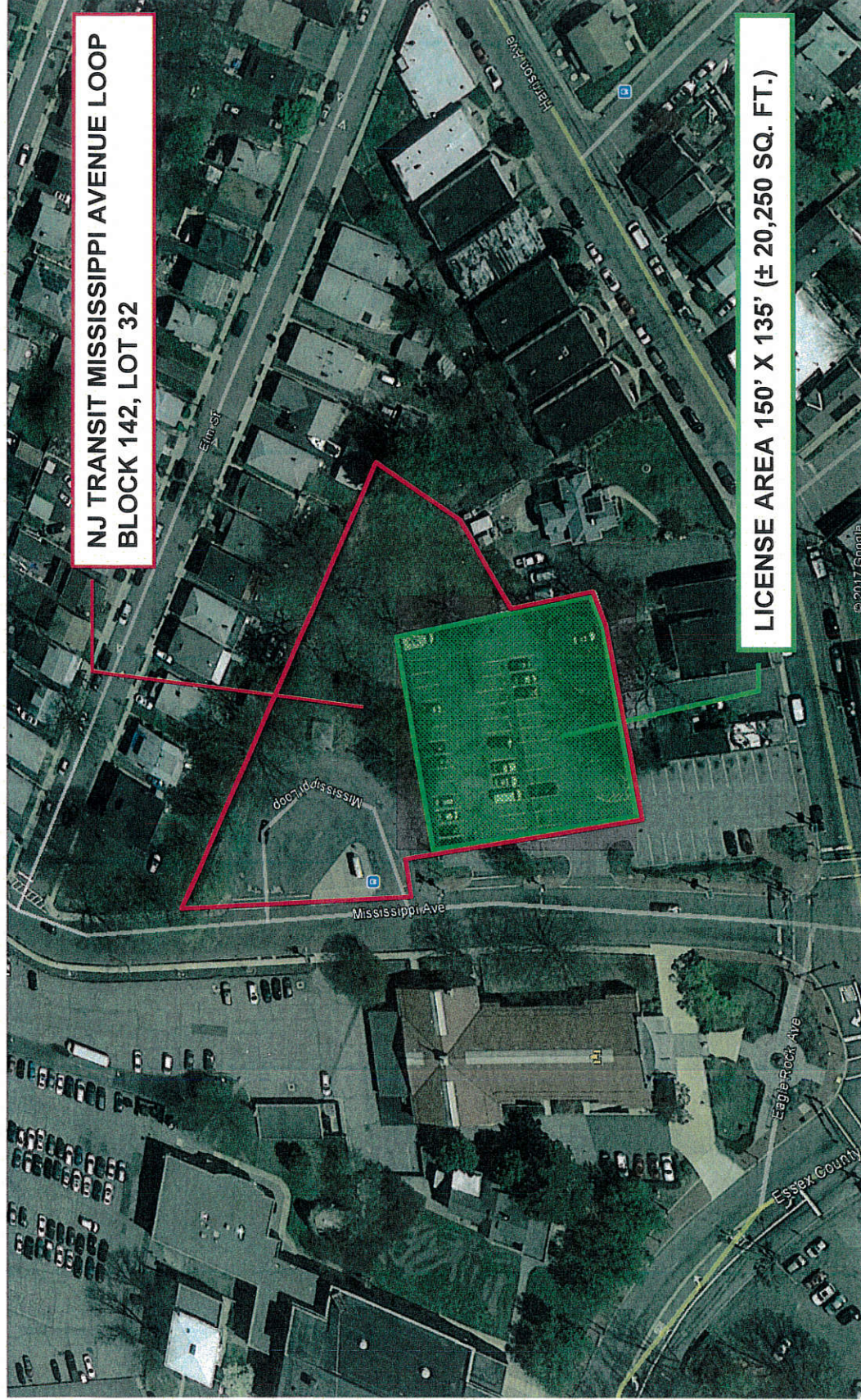


EXHIBIT A - 1

NOT TO SCALE ADJACENT PROPERTY – 105 HARRISON AVENUE, WEST ORANGE (BLOCK 142, LOT 1)

L0775-3542-01

142.01

LICENSE AREA 150' X 135' ($\pm$ 20,250 SQ. FT.)

THIS MAP WAS
CERTIFIED
DIVISION OF T
NOVEMBER 14,
BY SUE DAVIS
ASSIGNED SERIA

EXHIBIT A - 2

NOT TO SCALE
ADJACENT PROPERTY - 105 HARRISON AVENUE, WEST ORANGE (BLOCK 142, LOT 1)

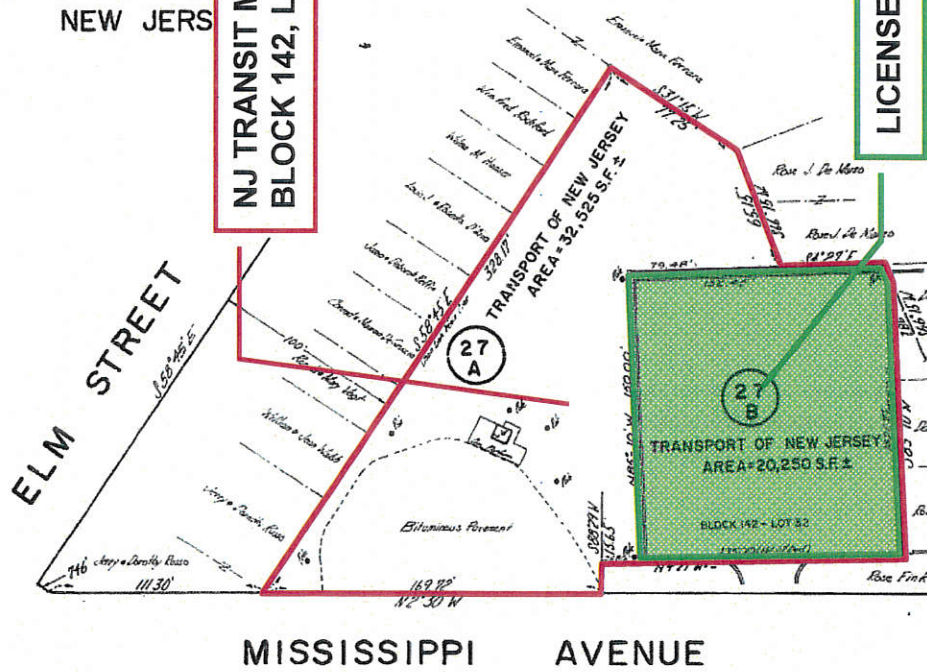


TOWNSHIP OF WEST ORANGE

L0775-3542-01

PROPERTY
SITED IN
WEST ORANGE
NEW JERSEY

NJ TRANSIT MISSISSIPPI AVENUE LOOP
BLOCK 142, LOT 32



LICENSE AREA 150' X 135' (± 20,250 SQ. FT.)

EXHIBIT A - 3

NOT TO SCALE ADJACENT PROPERTY - 105 HARRISON AVENUE, WEST ORANGE (BLOCK 142, LOT 1)

Exhibit “C”

SECOND LICENSE AMENDMENT
BETWEEN
NEW JERSEY TRANSIT CORPORATION
AND
TOWNSHIP OF WEST ORANGE

This License Amendment (hereinafter “Amendment”) is an agreement between New Jersey Transit Corporation, an instrumentality of the State of New Jersey, whose address is One Penn Plaza East, Newark, New Jersey 07105-2246 (hereinafter “NJ TRANSIT”) and the Township of West Orange, a municipal corporation, with an office at 66 Main Street, West Orange, New Jersey 07052 (hereinafter “Licensee”).

WHEREAS, NJ TRANSIT and Licensee originally entered into a License Agreement (hereinafter “License”) on September 15, 2012, for a rectangular parcel of land containing approximately 20,250 (150’ x 135’) square feet, comprising a portion of the Mississippi Avenue Loop, situated on the easterly side of Mississippi Avenue, north of Harrison Avenue, located in the Township of West Orange, County of Essex, State of New Jersey (hereinafter, the “License Area”); and

WHEREAS, NJ TRANSIT and Licensee entered into the First License Amendment on January 8, 2019, which, inter alia, extended the Term of the License to July 31, 2022; and

WHEREAS, the Term of the First License Amendment expired on July 31, 2022; and

WHEREAS, NJ TRANSIT and Licensee have agreed to extend the License for an additional five year (5) term with a revised Expiration Date of July 31, 2027; and

WHEREAS, NJ TRANSIT and Licensee have agreed to amend the License to provide for revised Annual Fee in the amount of \$2,717.28 per year, with annual increases in the amount of two and one-half percent (2.5%), to be payable by Licensee, in addition to all other forms of Fee and/or Additional Fee as provided by the License; and

WHEREAS, NJ TRANSIT and Licensee have agreed to such amendment of the License subject to the terms and conditions of this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties hereto agree as follows:

1. Effective August 1, 2022, the License Term, as amended, shall commence on August 1, 2022, and shall expire on July 31, 2027, unless sooner terminated as provided in the License.
2. Effective August 1, 2022, Section 4 is deleted in its entirety and replaced by the following:

4. Fee

The Fee for the License Area is as follows: (The Fee is payable annually)

License Year	Annual Fee
1 (8/1/22-7/31/23)	\$2,717.28
2 (8/1/23-7/31/24)	\$2,785.21
3 (8/1/24-7/31/25)	\$2,854.84
4 (8/1/25-7/31/26)	\$2,926.21
5 (8/1/26-7/31/27)	\$2,999.36

Fees and any other charges are due and payable on the first day of each License Year in advance, commencing on August 1, 2022. All checks shall be made payable to NJ TRANSIT Corporation and shall be mailed to Post Office Box P.O. Box 416168, Boston, Massachusetts 02241-6168.

3. Effective August 1, 2022, Section 13 is deleted in its entirety and replaced by the following:

13. Indemnity

To the fullest extent permitted by law, Licensee, and any of its contracting parties, at its sole cost and expense, shall indemnify, defend and hold harmless the State of New Jersey, NJ TRANSIT and its operating divisions, their agents, officials, employees, servants, invitees and any other operating authorities NJ TRANSIT may designate, (the "Indemnified Parties") from and against all claims and losses, just or unjust, made against the Indemnified Parties on account of injuries, death, occupational disease of any person, including any of Licensee's or its contractor's employees or agents, or losses of any kind whatsoever, including, but not limited to, property losses, damages, personal injuries, death, suits, liabilities, judgments, costs and expenses which may in any way accrue against the Indemnified Parties (other than due to the willful misconduct of NJ TRANSIT or any Indemnified Party), in consequence of the granting of this License, the failure of Licensee to perform any of its obligations under this License, and/or the use or operation of the License Area hereunder or which may in any way result therefrom, and whether or not it shall be alleged or determined that the cause thereof was the negligence, acts or omissions of the Indemnified Parties or Licensee or of other persons. Licensee shall appear, defend and pay, at its own expense, all costs, including counsel fees, arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the Indemnified Parties in any such action, Licensee shall, at its own expense, satisfy and discharge the same.

In defense of any such claims, demands, suits, actions or proceedings, the Licensee shall not raise or introduce without the express written permission in advance of the Attorney General of the State of New Jersey, any defense involving in any way the immunity of NJ

Transit or the State of New Jersey, the jurisdiction of the tribunal over NJ Transit or the State of New Jersey, or the provisions of any statute respecting suits against NJ Transit or the State of New Jersey.

4. Effective August 1, 2022, Section 14 is deleted in its entirety and replaced by the following:

14. Insurance

- (a) Licensee shall procure and maintain, and shall require its assignees and contractor(s), if any, to procure and maintain, during the entire term, and any holdover period, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as of the following kinds and minimum amounts:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. Coverage provided under this liability policy shall include premises operations liability, blanket contractual liability, independent contractor's liability, mobile equipment, damage from explosion, collapse and underground hazards, and cross liability and severability of interests clause. There shall be no coverage exceptions for property containing or adjacent to railroad facilities or other transportation facilities and the policies shall be endorsed evidencing the contractual exclusion related to construction activity, or any access whatsoever, within fifty (50) feet of the railroad has been deleted.

2. Workers' Compensation and Employer's Liability Insurance: Licensee shall and shall require its assignees and/or contractor(s), if any, to purchase and maintain during the term of this License, a policy of worker's compensation insurance within the statutory limits of the State of New Jersey. In case any class of employees is not protected under the Worker's Compensation Statute, Licensee shall provide and shall cause each contractor to provide employer's liability insurance for the protection of each of its employees as are not otherwise protected. Such policy shall cover any disease, including communicable disease, occupational and bacterial, and, if permitted by law, shall contain a waiver of subrogation in the benefit of the Indemnified parties. Employer's Liability Insurance with limits of no less than:

Employer's Liability	\$1,000,000 each accident
	\$1,000,000 each employee disease
	\$1,000,000 policy limit – disease

3. If the Licensed Parcel is within 50 feet of any rail, Railroad Protective Liability Insurance: Where work performed pursuant to Sections 7 or 8 includes work across,

under or within 50 feet of railroad tracks or the right-of-way, Lessee shall or shall cause the Contractor to procure and maintain Railroad Protective Liability Insurance (AAR – AASHTO Form) in the name of NJ TRANSIT Rail Operations and other affected railroads providing for bodily injury limits of not less than \$2,000,000 per occurrence for damage arising out of bodily injury or death, and railroad protection property damage limits of not less than \$2,000,000 for damages to or destruction of property, including the loss of use thereof, in any one occurrence, and not less than \$6,000,000 In the aggregate. (Reference: “Standard Provisions for General Liability Policies” as contained in U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Highway Program Manual Volume 6, Chapter 6, Section 2, Sub-Section 2, Attachment 1).

The Railroad Protection Policy must contain the following endorsements:

- a. I.S.O. (Insurance Services) Office Endorsement: GL 00 30 03 83.
- b. Manuscript endorsement with the following wording: “It is understood and agreed that Insuring Agreements, Section II, Definitions (c) (3) is amended to read: ‘Any employee of the insured not within (1) or (2) who is specifically loaned or assigned to the work of the Contractor for prevention of accidents or protection of property, regardless at whose cost those services are provided.’
- c. The Licensee shall furnish to Licensor and other specified railroads a Certificate of Insurance for Contractor’s Public Liability Insurance and the original of the AAR-AASHTO policy for Railroad Protective Liability Insurance and all other insurance as required, prior to Execution of the Agreement.
- d. Each policy shall include specific endorsements to said policy or policies as stated in this Article providing for thirty (30) days written notice to Licensor of any cancellation or material change in the policy.

If any loss is paid to Licensee, it will be held by Licensee in trust for application to the cost of restoring, repairing, replacing or rebuilding the Licensed Parcel, and will be disbursed promptly upon receipt by Licensee.

If the Licensee, or any of its Contractors, maintains broader coverage or policies, and/or higher limits than the minimum shown above, then the full limits of that insurance coverages or policies will be available to respond to any claims asserted against the Licensor or the Indemnified Parties.

The foregoing insurance coverage is not intended to, nor does it limit the liability of the Licensee to hold the Indemnified Parties harmless as set forth in Section 13 above.

- (b) Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
 1. Additional Insured Status: NJ TRANSIT, the State of New Jersey, other railroad(s) operating on the affected property, the State of New Jersey, their successors, assigns, agents, employees, servants, and officials, and each and every one of the Indemnified Parties, are to be covered as additional insureds on the CGL policy with respect to

liability arising out of Licensed premises or any work or operations performed by or on behalf of the Licensee including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Licensee's insurance (at least as broad as ISO Form CG 20 10). Additional insured endorsement CG2026 11/85, CG 2010 11/85 or CG 2010 10/93 (but only if modified to include both ongoing and completed operations) naming the Indemnified Parties.

2. Primary Coverage: For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects to the Licensor, its officers, officials, employees, volunteers, and any indemnified party. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall not contribute to any loss or claim.
3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, and shall be endorsed stating the following cancellation notice:

“This policy is not subject to cancellation or material change until thirty (30) days after NJ TRANSIT has received written notice thereof as evidenced by return receipt of a registered letter addressed to NJ TRANSIT, Attn: Greystone Management Solutions, One Penn Plaza East, Real Estate Department, 7th Floor, Newark, NJ 07105-2246.”
4. Waiver of Subrogation: Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.
5. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state of New Jersey with a current A.M. Best's rating of no less than A: VIII.
6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the Licensor. At the option of the Licensor, either, the Licensee shall obtain coverage to reduce or eliminate such self-insured retentions; or the Licensee shall provide a financial guarantee satisfactory to the Licensor, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. If any such program is approved by Licensor, the Licensee and any of its Contractors represent that such program provides the Indemnified Parties with all rights, immunities and protections that would be provided by traditional independent insurance required under the License, including, but not limited to, the defense obligations that insurers are required to undertake in the liability policies pursuant to the terms of the License.
7. Verification of Coverage: Licensee, and any of its contractors, shall furnish the Licensor with original Certificates of Insurance including all required amendatory endorsements and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Licensor prior to occupancy or commencement of any work of Improvements, Alterations or “Major Repairs” as outlined in this

Agreement. However, failure to obtain the required documents prior to occupancy or commencement of any work or Improvements shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time. Said certificates and endorsements shall be delivered to NJ TRANSIT, Attn: Greystone Management Solutions, One Penn Plaza East, Real Estate Department, 7th Floor, Newark, NJ 07105-2246. The Certificate of Insurance must state in the description of operations section the License number.

8. **Special Risks or Circumstances:** Licensor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances, and is customarily maintained for buildings of similar construction, use and class in the area in which the License Area is located. Each insurance policy required to be maintained under this License shall state that with respect to the interest of Licensor and the Additional Insureds, the insurance maintained pursuant to each such policy shall not be invalidated by any action or inaction of Licensee and shall insure Licensor and the Additional Insureds regardless of any breach or violation of any warranties, declarations, conditions or exclusions by Licensee. It is understood and agreed that the procurement of insurance in the amounts required does not in any way or manner whatsoever limit Licensee's liability to NJ TRANSIT. In the event the insurance so provided by Licensee does not apply to or cover a particular loss, Licensee shall be liable to NJ TRANSIT for the full amount of any and all loss and/or damage as provided herein. Licensee shall also be liable to NJ TRANSIT for the full amount of any and all loss and/or damage for which Licensee is responsible.
5. All other terms and conditions of said License shall remain in full force and effect. In the event of an inconsistency between this Amendment and the License, the terms of this Amendment shall control.
6. **Authority to Sign**
Licensee represents that the individual executing this Second License Amendment to the License on behalf of the Licensee is fully authorized to do so and that the execution of this Second Amendment on the part of such individual shall bind Licensee to its obligations set forth in Second Amendment.
7. This Amendment is hereby made a part of the License.

NEW JERSEY TRANSIT CORPORATION

WITNESS

By: _____
Michael P. Murphy Date
Acting Chief of Real Estate,
Economic and Transit Oriented Development

TOWNSHIP OF WEST ORANGE

WITNESS

By: _____
Name: _____ Date
Title: _____

This License Amendment has been approved as to form only.

Matthew J. Platkin
Attorney General of New Jersey

By: _____
Diane L. Scott
Deputy Attorney General

**Resolution to Authorize the Purchase of furniture and Equipment through the Education Services
Commission of NJ (ESCNJ) Cooperative Contracts # ESCNJ 22/23-08 Co-op # 65MCECCPS and
NJ State Contract A-81631, A-81711, A-81718**

WHEREAS, Township of West Orange has obtained a new location for the West Orange Public Library and there is a need to purchase new furniture and equipment; and

WHEREAS, the Township has been the successful recipient of Library Bond Grant Funds from the State of New Jersey; and

WHEREAS, the Library Board and its Executive Director have been working closely with the Township concerning the New Library ("New Library Project"); and

WHEREAS, pursuant to the provision made in the Local Public Contracts Law N.J.S.A. 40A:11-5(2) the Township as a Local Government Unit, may without public advertising for goods or services enter into contracts already secured by the United States of America, the State of New Jersey, County or Municipality; and

WHEREAS, the Township as a member of the Educational Services Commission of NJ (ESCNJ) cooperative can utilize the cooperative contracts with the following Company see Exhibit "A" annexed hereto for cost detail NJ State Approved Co-op No. 65MCECCPS
Bid Number ESCNJ 22/23-08:

Mediatechnologies NJ, LLC
892 Industrial Park Drive
Shelby, Michigan 49455
Total cost of furniture- \$85,017.13

Nickerson Corp
I/C LII
515 Union Ave
Union Beach, FL 07735
Total cost of furniture- \$123,044.99

Authorized Dealer for Estey
Library Interiors Inc
990 Cedarbridge Ave
PMB # 329
Brick, NJ 08723
Total cost of Shelving- \$230,104.96

Krueger International, Inc
1130 Bellevue St
P.O. Box 8100
Green Bay, WI 54308-8100
Total cost of furniture- \$8,446.78

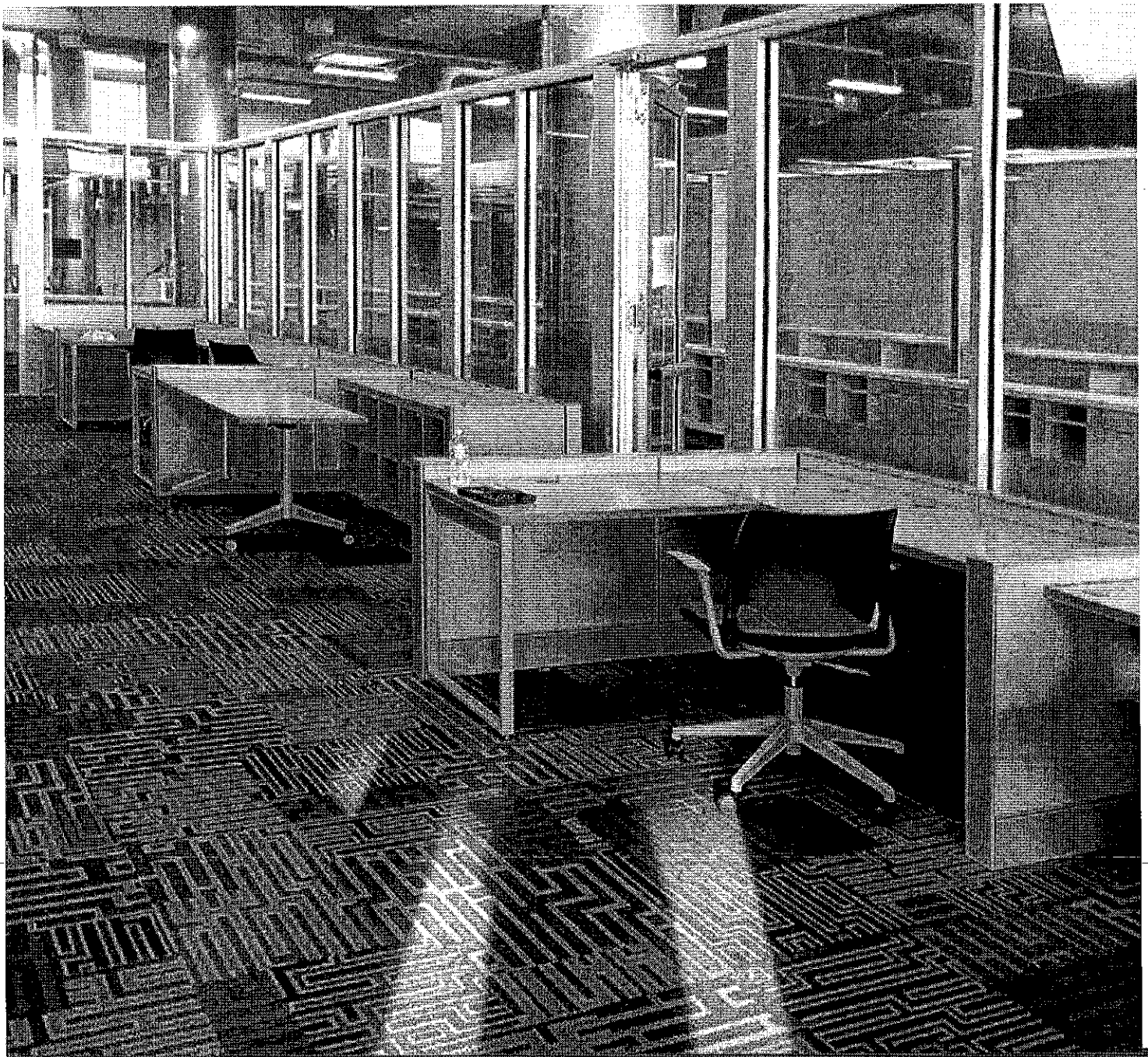
The State Division of Purchase and Property has awarded contracts to the following vendors see Exhibit "B" annexed hereto for cost detail NJ State Contract A-81718, A-81711, and A-81631:

JSI c/o Library Interiors Inc
225 Clay St
Jasper, Indiana 47546
NJ State Contract
#A81718/Index #G-2004
Total cost of furniture-
\$144,871.24

Exemplis, LLC
6415 Katella Ave
Cypress, CA 90630
NJ State Contract #A81711
Total cost of furniture-
\$39,654.16

Metal Works, Inc
Dba Metal Works
902 E 4th Street
Ludington, MI 49431
NJ State Contract #A81631
Total cost of furniture-
\$61,924.78

EXHIBIT “A”



QUOTATION: ES08-576752/C

West Orange PL- YA Area: Sway chairs

CREATED 4/13/2022 | REVISED 10/26/2022 | Valid Through 11/30/2022





West Orange PL- YA Area: Sway chairs

KI is pleased to present the enclosed quotation. The following items are included:

- Quote
- Summary
- Itemized Quote
- Detailed PO requirements
- Product Options

Quote Number: ES08-576752/C

CREATED 4/13/2022 | REVISED 10/25/2022 | Valid Through 11/30/2022

PRODUCT TOTALS	\$6,867.30
See Quote Detail Summary	\$1,579.48
GRAND TOTAL	\$8,446.78

Contract Information:

OT0012842B ESCNJ 22/23-08 \$10k-\$49,999.

Requested Delivery Date:

To be Determined

Sales Team:

Bryan Effron
Sales Specialist
bryan.effron@ki.com

Sold To

West Orange Public Library
P. (973) 736-0198

End User

West Orange Public Library
P. (973) 736-0198

Ship To

To be Determined

Installation

To be Determined

Eric Schadt
Inside Sales
eric.schadt@ki.com
(877) 641-0118



Client Notes:



QUOTATION

CREATED 4/13/2022
 VALID THROUGH 11/30/2022
 Prepared By Eric Schadt
 Quote Filename West Orange PL- YA Area: Sway chairs - ES08-576752/C

Line	Model	Qty.	List Price	Extended List Price	Discount Percent	Sell Price	Extended Total	TBD Options
1.1	SYCNC	6	\$2,081.00	\$12,486.00	45.000	\$1,144.55	\$6,867.30	
	 Sway Lounge Chair, Non-Contrast Sway Shell Poly Color Cool Grey /SCG Sway Base Poly Color Cool Grey /BCG Sway Glide Nylon glides /GNY Upholstery Grade/Color Compliance to TB 117-2013 /NFR Non-Contrast Upholstery-NFR Group 2V Vinyl (Chair stacking is not recommended with this fabric type) GRP2V G2V Vinyl 2V ZIZANIA 2VUPHIZANIA 2V ZIZANIA LAVA /ZLV Price Description: Delivered/Open Market Lead Time: 4 - 6 Weeks; Ships from BONDUEL, WI Please Note: Leadtime calculated on 10/25/2022 and is subject to change.							
WorkGroup Product Subtotal							\$6,867.30	

Quote Summary

Product SubTotal: \$6,867.30
 This project is exempt from surcharges because of one or more applied contracts. \$0.00
 Delivery and Installation Following ESCNJ Contract Guidelines \$1,579.48
 Estimated Sales Tax: See Notes
 Quote Total: \$8,446.78

NOTES:

- Images shown above are intended for approximate visual reference only and may not represent the exact models, numbers, descriptions or options selected. Refer to the model number/description/options shown for full product specifications.
- Sales Tax (For Shipment within the United States Only): Estimated sales/use tax will be calculated when order is entered. It is the customer's responsibility to pay any applicable sales/use tax due upon invoicing. A customer will not be charged sales tax if (1) a Resale Certificate, (2) an Exempt Organization Certificate, or (3) a Direct Pay permit is on file with KI's Finance Department. If no certificate is on file, the appropriate sales/use tax rate in effect at shipment will be applied and tax will be added to the customer's invoice.

PROJECT LEAD TIME SUMMARY:

- Manufacturing lead time begins once the order is complete and acknowledged. Delivery dates are determined per order based on the longest lead time per shipping location and are confirmed on the order acknowledgement.

Shipping Location MFG Lead Time Range

BONDUEL, WI 4 - 6 Weeks

- Lead times are subject to change based on quantities, manufacturing capacity and surface material selections. Laminate and/or fabrics outside the standard KI ingrade program may have extended lead time.
- For more information or questions regarding delivery consolidation, contact KI Customer Service.



Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

Sales resulting from purchase orders issued by the customer to KI (Whether related to this quotation or otherwise) are governed and controlled by the Terms and Conditions found at www.KI.com/terms

Prepared by Eric Schadt
Market Code: 9=9=State/Local Gov't

Opportunity #: 576752

Quote Filename: West Orange PL- YA Area: Sway chairs -
ES08-576752

Final Considerations:

To ensure your Purchase Order (PO) is processed quickly and efficiently, please adhere to the following requirements:

1. All purchase orders must be issued to KI or KI c/o the dealer with this address:
KI
1330 Bellevue Street
Green Bay, WI 54302
2. The following items must be included on all purchase orders:
 - Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon KI invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet cannot be accepted as a purchase order.
4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

We appreciate your cooperation in providing us with all the required information listed above on your Purchase Order. Complete information helps us serve you better. Thank you for your order.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI. Purchase orders on hold are not released to manufacturing or assigned a delivery date. KI order lead times begin once the order is released to manufacturing.



990 Cedarbridge Ave.
PMB #329
Brick, NJ 08723

732-262-8600

Escrow

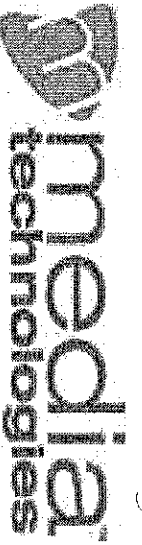
For:	West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052			1012422-SF2	
To:	Dave Cubie			24-Oct-22	
Item	Qty	Catalog No	Description	Unit Price	Total
			We Propose to Furnish, Deliver and Install the Following Estey Library Shelving:		
			Purchase Order should be made out to:		
			Library Interiors Inc. 990 Cedarbridge Ave. PMB #329 Brick, NJ 08723		
			Lower Level		
A	100	W2F41102	Steel 2" Weld Frame Double Faced Library Shelving Unit 78"h x 20"d x 36"w complete with 5 adjustable and 1 fixed base shelf per face. End panel mouting hardware and centerline shelf backstops included.	\$730.00	\$73,000.00
B	17	W2F41120	Steel 2" Weld Frame Double Faced Library Shelving Unit 78"h x 24"d x 36"w complete with 5 adjustable and 1 fixed base shelf per face. End panel mouting hardware and centerline shelf backstops included.	\$756.00	\$12,852.00
C	3	W2F41082	Steel 2" Weld Frame Double Faced Library Shelving Unit 48"h x 20"d x 36"w complete with 2 adjustable and 1 fixed base shelf per face. End panel mouting hardware and centerline shelf backstops included.	\$686.00	\$2,058.00
D	24	W2F41090	Steel 2" Weld Frame Single Faced Library Shelving Unit 78"h x 10"d x 36"w complete with 5 adjustable and 1 fixed base shelf. End panel mouting hardware included.	\$710.00	\$17,040.00
			Upper Level		
			Adult Area		
E	81	W2F41082	Steel 2" Weld Frame Double Faced Library Shelving Unit 48"h x 20"d x 36"w complete with 2 adjustable and 1 fixed base shelf per face. End panel mouting hardware and centerline shelf backstops included.	\$686.00	\$55,566.00
F	36	W2F41091	Steel 2" Weld Frame Double Faced Library Divider Shelving Unit 48"h x 20"d x 36"w complete with 2 adjustable and 1 fixed base shelf per face. End panel mouting hardware and 3 adjustable dividers per shelf included.	\$710.00	\$25,560.00



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For:	West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052			1012422-SF2	
To:	Dave Cubie			24-Oct-22	
Item	Qty	Catalog No	Description	Unit Price	Total
			We Propose to Furnish, Deliver and Install the Following Estey Library Shelving:		
			Purchase Order should be made out to: Library Interiors Inc. 990 Cedarbridge Ave. PMB #329 Brick, NJ 08723		
G	4	WZF41080	Steel 2" Weld Frame Single Faced Library Divider Shelving Unit 48"h x 10"d x 36"w complete with 2 adjustable and 1 fixed base shelf. End panel mouting hardware and 3 adjustable dividers per shelf included.	\$678.00	\$2,712.00
			YA Area		
H	12	WZF41090	Steel 2" Weld Frame Single Faced Library Shelving Unit 78"h x 10"d x 36"w complete with 5 adjustable and 1 fixed base shelf. End panel mouting hardware include	\$710.00	\$8,520.00
			Children's Area		
I	78	WZF41082	Steel 2" Weld Frame Double Faced Library Shelving Unit 48"h x 20"d x 36"w complete with 2 adjustable and 1 fixed base shelf per face. End panel mouting hardware and centerline shelf backstops included.	\$686.00	\$53,508.00
J	32	WZF41100	Steel 2" Weld Frame Double Faced Library Divider Shelving Unit 48"h x 24"d x 36"w complete with 3 adjustable and 1 fixed base shelf per face. End panel mouting hardware and 2 adjustable dividers per shelf included.	\$720.00	\$23,040.00
		Subtotal	Material List Price		\$273,856.00
			ESCNJ #2223-08 Discount 35%		\$95,849.60
			Material Total		\$178,006.40
		Delivery	Inside Delivery +25%		\$44,501.60
16			Prevailing wage +35% For 1 man 2 days Forman	\$131.49	\$2,103.84
48			Prevailing wage +35% for 3 men 2 days, Journeyman	\$114.44	\$5,493.12
		Total	product, inside delivery and set up		\$230,104.96
			Prepared by Stewart Fife, 732-262-8600 Ex 3, sfife@librariinteriorsinc.com		

All of the information contained in and attached to this proposal from Library Interiors, Inc. is private property and contains privileged information. Any drawings within or attached to this proposal are the property of Library Interiors, Inc. and may not be copied or disseminated without written permission from Library Interiors, Inc.



Mediatechnologies, LLC

892 Industrial Park Drive
Shelby, MI 49455 USA

Phone: (231) 861-2194 Fax: (231) 861-6678

Sales Quotation

ESCAUT

Page No.: 1 of 7
Quotation No.: 147674
Quotation Date: 10/25/22
Revised Date: 11/30/22
Valid Until: 12/30/22
Customer No.: C000347
Sales Person: Kelly Hirt

CUSTOMER

West Orange Public Library
10 Rooney Circle
West Orange, NJ 07052

BILL TO

West Orange Public Library
10 Rooney Circle
West Orange, NJ 07052

SHIP TO

Brick NJ 08723

Shipping Method	Project Name	Contact	Contact Name	Misc	Terms	Quoted By	Estimated Ship Date
Best Way	West Orange Public Library	ESCNU	Doreen Hatter		Net 30	Olenik, Morgan	

Quote is based on dealer provided equipment list.

ID	QTY	UoM	Ref	Model/Item#	Description	Wt.	Cu. Ft.	Fgt Cl	List Price	Disc	Disc. Price	Line Total
1	3 Ea.		CR6	CBLOX-17-14-G2	Blox Sealing - Cylinder 17"Dia x 14"H, Grade 2	250			\$ 658.00	38	\$ 407.96	\$ 1,223.88
Fabric: Mayer Florentino Jonquil FT-032												
3				980-008305-000	high-density foam interior, grade 2 fabric exterior - Cylinder shape							

6	Ea.		CR7	PBLOX-17-14-G2	Blox Sealing - Pac-Man 17"Dia x 14"H, Grade 2	250			\$ 646.00	38	\$ 400.52	\$ 2,403.12
Fabric: Mayer Florentino Jonquil FT-032												
6				980-008312-000	high-density foam interior, grade 2 fabric exterior - Pac-Man shape							

9	Ea.		IR1	WCT-C2472-3-29	Workspace Table 72"W x 24"D x 29"H - 407 Stone	999Lb	17.28		\$ 1,269.00	38	\$ 786.78	\$ 7,081.02
HPL: Formica Concrete Formwood 6362-58												
PVC: Rehau Sunset Gray - C600254												
Powder Coat: 407 Stone												

E-Mail:

Website: www.mediatechnologies.com



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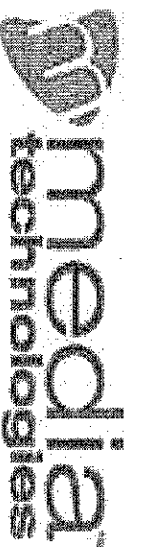
Sales Quotation

Page No.: 2 of 7
 Quotation No.: 147674
 Quotation Date: 10/26/22
 Revised Date: 11/30/22
 Valid Until: 12/30/22
 Customer No.: C000347
 Sales Person: Kelby Hirt

ID	QTY	UoM	Ref	Model/Item#	Description	Wt.	Cu. Ft.	Fgt. Ct.	List Price	Disc.	Disc. Price	Line Total
20	2 Ea.		IR4	WCT-C2460P-29	Workspace Table 60"W x 24"D x 29"H	176Lb	3.2	85	\$ 1,283.00	38	\$ 795.46	\$ 1,590.92
HPL worksurface, (2) panel legs, (2) 80mm grommets, 3mm PVC edge. Please specify worksurface HPL, worksurface PVC, panels HPL, panels PVC, and powder coat.												
HPL: Formica Concrete Formwood 6362-58 Worksurface PVC: Rehau Sunset Grey - C600254 Panels HPL: Formica Concrete Formwood 6362-58 Panels PVC: Rehau Sunset Grey - C600254 Powder Coat: 407 Stone												
22	2 Ea.		YA5	RX32-F0042-29	Rally Table 42"D x 29"H	100Lb	1.92	85	\$ 1,478.00	38	\$ 916.36	\$ 1,832.72
HPL worksurface, 8mm Oak edge, 32" Arch X base. Please specify HPL, stain finish on oak, and powder coat.												
HPL: Formica Ashwood Bone 5784-NG Stain on Maple: Cocoa Maple CM30 Powder Coat: 809 Silver												
24	16 Ea.		MIR5	CR-18A-MOB	Carlo Mobile Stool, 15"Dia x 18"H, Wood Seat - 809 Silver	288Lb	45.008	250	\$ 477.00	38	\$ 295.74	\$ 4,731.84
Steel 5 Leg Base, powder coat 809 Silver, Mobile, Wood Seat												
Finish: TBD Powder Coat: 809 Silver												
26	2 Ea.		A	GTX-F3672-29	GTX Rectangular Table 36"W x 72"L x 29"H	454Lb	16	85	\$ 1,953.00	38	\$ 1,210.86	\$ 2,421.72
HPL worksurface, 8mm Oak edge, steel leg frame, adjustable glides. Please specify HPL, stain finish on oak, and powder coat.												
HPL: Formica Ashwood Bone 5784-NG E-Mail:												

E-Mail:

Website: www.mediatechnologies.com



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ID	QTY	UOM	Ref	Model/Item#	Description	Wt.	Cu. Ft.	Fgt. Ct.	List Price	Disc.	Disc. Price	Line Total
Stain on Maple: Cocoa Maple OM30 Powder Coat: 809 Silver												

28	2	Ea.	A	GTX-F3672-29	GTX Rectangular Table 36"W x 72"L x 29"H	454Lb	16	85	\$ 2,053.00	38	\$ 1,272.86	\$ 2,545.72
HPL work surface, 8mm Oak edge, steel leg frame, adjustable glides. Please specify HPL, stain finish on oak, and powder coat.												

GTX-F3672-32, Modified to be 32"H
 HPL: Formica Ashwood Bone 5784-NG
 Stain on Maple: Cocoa Maple OM30
 Powder Coat: 809 Silver

30	5	Ea.	A1	GTX-F4848-29	GTX Square Table 48"W x 48"L x 29"H	1,135Lb	40	85	\$ 1,637.00	38	\$ 1,014.94	\$ 5,074.70
HPL work surface, 8mm Oak edge, steel leg frame, adjustable glides. Please specify HPL, stain finish on oak, and powder coat.												

GTX-F4830-29, Modified to be 30"D
 HPL: Formica Ashwood Bone 5784-NG
 Stain on Maple: Cocoa Maple OM30
 Powder Coat: 809 Silver

32	2	Ea.	A1	GTX-F4848-29	GTX Square Table 48"W x 48"L x 29"H	454Lb	16	85	\$ 1,737.00	38	\$ 1,076.94	\$ 2,153.88
HPL work surface, 8mm Oak edge, steel leg frame, adjustable glides. Please specify HPL, stain finish on oak, and powder coat.												

GTX-F4830-32, Modified to be 30"D x 32"H

HPL: Formica Ashwood Bone 5784-NG
 Stain on Maple: Cocoa Maple OM30
 Powder Coat: 809 Silver

E-Mail:

Website: www.mediatechnologies.com



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ID	QTY	UoM	Ref	Model/Item#	Description	Wt.	Cu. Ft.	Fgt Cl	List Price	Disc	Disc. Price	Line Total
34	4 Ea.	B		GTX-F4872-29 970-007404-000	GTX Rectangular Table 48" W x 72" L x 29" H HPL worksurface, 8mm Oak edge, steel leg frame, adjustable glides. Please specify HPL, stain finish on oak, and powder coat.	908Lb	32	85	\$ 2,220.00	38	\$ 1,376.40	\$ 5,505.60
HPL: Formica Ashwood Bone 5784-NG Stain on Maple: Cocoa Maple OM30 Powder Coat: 809 Silver												
36	1 Ea.	B		GTX-F4872-29 970-007404-000	GTX Rectangular Table 48" W x 72" L x 29" H HPL worksurface, 8mm Oak edge, steel leg frame, adjustable glides. Please specify HPL, stain finish on oak, and powder coat.	227Lb	8	85	\$ 2,320.00	38	\$ 1,438.40	\$ 1,438.40
GTX-F4872-32, Modified to be 32"H HPL: Formica Ashwood Bone 5784-NG Stain on Maple: Cocoa Maple OM30 Powder Coat: 809 Silver												
38	2 Ea.	B1		GTXC-C24120-42 970-202245-000	GTX Community Table 24" D x 120" W x 42" H HPL worksurface, 3mm PVC edges, Welded steel frame. Please specify HPL, PVC, and powder coat.	600Lb	72	175	\$ 7,289.00	38	\$ 4,519.18	\$ 9,038.36
GTXC-F24216-42, Modified to be 216"W and have wood edge HPL: Formica Ashwood Bone 5784-NG Stain on Maple: Cocoa Maple OM30 Powder Coat: 809 Silver												
40	1 Ea.	YA		GTXC-C24120-42 970-202245-000	GTX Community Table 24" D x 120" W x 42" H HPL worksurface, 3mm PVC edges, Welded steel frame. Please specify HPL, PVC, and powder coat.	300Lb	36	175	\$ 6,315.00	38	\$ 3,915.30	\$ 3,915.30

E-Mail:

Website: www.mediatechnologies.com



Mediatechnologies, LLC

892 Industrial Park Drive
Shelby, MI 49455 USA

Phone: (231) 861-2194 Fax: (231) 861-6678

LSMCE SCPS

ESCUJ 22/23-08

Sales Quotation

Page No.: 5 of 7
Quotation No.: 147674
Quotation Date: 10/25/22
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Valid Until: 12/30/22
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Sales Person: Kelby Hirt

ID	QTY	UoM	Ref	Model/Item#	Description	Wt.	Cu. Ft.	Fgt. Cl.	List Price	Disc.	Disc. Price	Line Total
GTXC-F24180-42, Modified to be 180"W and have wood edge												
HPL: Formica Ashwood Bone 5784-NG Stain on Maple: Cocoa Maple OM30 Powder Coat: 809 Silver												
42	1	Ea.	LL YA	GTXC-C24120-36	GTX Community Table 24"D x 120"W x 36"H HPL worksurface, 3mm PVC edges, Welded steel frame. Please specify HPL, PVC, and powder coat.	300Lb	36	175	\$ 6,115.00	38	\$ 3,791.30	\$ 3,791.30
GTXC-F24180-29, Modified to be 180"W x 29"H with wood edge												
HPL: Formica Ashwood Bone 5784-NG Stain on Maple: Cocoa Maple OM30 Powder Coat: 809 Silver												
44	1	Ea.	B3	GTXC-C24120-36	GTX Community Table 24"D x 120"W x 36"H HPL worksurface, 3mm PVC edges, Welded steel frame. Please specify HPL, PVC, and powder coat.	300Lb	36	175	\$ 5,478.00	38	\$ 3,396.36	\$ 3,396.36
GTXC-F24144-32, Modified to be 144"W x 32"H with wood edge												
HPL: Formica Ashwood Bone 5784-NG Stain on Maple: Cocoa Maple OM30 Powder Coat: 809 Silver												
46	2	Ea.	Lit Roo m	GTX-F0042-29	GTX Round Table 42" Dia. x 29"H HPL worksurface, 8mm Oak edge, steel leg frame, adjustable glides. Please specify HPL, stain finish on oak, and powder coat.	454Lb	16	85	\$ 1,736.00	38	\$ 1,076.32	\$ 2,152.64
HPL: Formica Ashwood Bone 5784-NG Stain on Maple: Cocoa Maple OM30 Powder Coat: 809 Silver												

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ID	QTY	UoM	Ref	Model/Item#	Description	Wt.	Cu. Ft.	Ft ³	List Price	Disc.	Disc. Price	Line Total
48	4 Ea.		QS	GTX-F3060-29	GTX Rectangular Table 30"W x 60"L x 29"H	908Lb	32	85	\$ 1,728.00	38	\$ 1,071.36	\$ 4,285.44
HPL: Formica Ashwood Bone 5784-NG Stain on Maple: Cocoa Maple OM30 Powder Coat: 809 Silver												
50	2 Ea.		CR	SST-C3672-29	SST Rectangular Table 36"D x 72"W x 29"H	238Lb	5.76	85	\$ 1,390.00	38	\$ 861.80	\$ 1,723.60
SST-F3672-29, Modified to have 8mm wood edge HPL: Formica Ashwood Bone 5784-NG Stain on Maple: Cocoa Maple OM30 Powder Coat: 809 Silver												
52	6 Ea.			MISC	MISC CHARGE EXPLAINED BELOW				\$ 239.00	38	\$ 148.18	\$ 889.08
GTX Custom Wire Management Legs, leg to be 3"W x 3"D x 26-3/4"H with top plate 5"W x 5"D x 1"H. Powder Coat: 809 Silver												
54	1 Ea.			Premium HPL	Upcharge for Premium Laminate				\$ 1,589.54	38	\$ 985.52	\$ 985.51
Subtotal												
												\$ 68,181.11

E-Mail:

Website: www.mediatechnologies.com



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Sales Quotation

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Valid Until: 12/30/22
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Sales Person: Kelby Hirt

ID	QTY	UOM	Ref	Model/Item#	Description	Wt.	Cu. Ft.	Fgt. Ct.	List Price	Disc.	Disc. Price	Line Total
56	1			Inside Delivery 990-001206-001	Inside Delivery, pricing shown is net.				\$ 13,636.22		\$ 13,636.22	\$ 13,636.22
57	1	Ea.		MISC 990-000001-000	MISC CHARGE EXPLAINED BELOW				\$ 3,199.80		\$ 3,199.80	\$ 3,199.80
Prevailing Wage												

Remarks: Pricing is based on standard grade finishes. Please help us keep our pricing affordable by selecting Formica or Wilsonart brand laminates.

Freight does NOT receive a discount. Freight is Net.

Net Totals: Lb 8,295 429.17

List Price SubTotal	\$ 126,805.560
After Discount SubTotal	\$ 85,017.13
Additional Discount %	0.00
Tax	
Total	\$ 85,017.13

Unless noted otherwise, pricing assumes standard grade finish options, HPL, PVC and powder coat options. This quote is only for the items and quantities listed. Pricing is based on all items quoted being ordered. Our pricing is based on the project as quoted. Reductions in volume may decrease your discount as we discount based on a tiered schedule. No representation is made as to the quantities and items required for the project listed. Unless otherwise stated above this quote is valid for 30 days from the date listed above. Notice: due to fluctuating material and fuel cost, a surcharge may be applied to the product prices if the invoice or delivery date exceeds the valid date of the quote. All shipments are F.O.B. Shelby, MI 49455

E-Mail:

Website: www.mediatechnologies.com

LIBRARY INTERIORS INC.

DESIGN AND FURNISHING

990 Cedarbridge Avenue
PMB #329
Brick, NJ 08723
732-262-8600

Escrow

For:		West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052		11/22/2022	
To:		Dave Cubbie		11/22/22SF	
Item	Qty	Catalog No	Description	Unit Price	Total
			We propose to Furnish, Deliver and Install the following Library Equipment:		
			Purchase Order should be made out to: Nickerson Corp. I/C LII 515 Union Avenue, Union Beach, NJ 07735		
			YA Room		
YA1	1	TB-3060	Collaborative Tables Modified to 54"L X 30"W X 29"H on castors. Tag: YA	\$2,555.00	\$2,555.00
			Children's Circulation Area Room		
			The following to form Children's Desk U Curved Shaped all sitting height with 2 gates		
CR1	2	M-90EC-30	Children's Desk with rounded corner continuous top units. Entire Desk unit to be -Work Desk Unit, modified 2 Units to form a continuous top to 144"W X 30"D X 29"H. Qty 1 Cabinet Pullout shelf with lip and 1 fixed base shelf, 1 Unit Closed Storage Cabinet and 2 Swing Gates included Tag: Children's Desk - Drawings to be provided for approval	\$16,891.00	\$33,782.00
CR1a	1	T-320-DBT	Depressible book truck for desk above	\$5,001.00	\$5,001.00
CR1C	2	CR1/3036/O	Open Shelf Cabinet modified with no shelves and inside upholstery to form Crawl Thru Cabinets - full upholstered approximately 36" L X 48" H 1 with roof	\$4,352.00	\$8,704.00

For:		West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052		11/22/2022	
To:		Dave Cubbie		11/22/22SF	
Item	Qty	Catalog No	Description	Unit Price	Total
			We propose to Furnish, Deliver and Install the following Library Equipment:		
			Purchase Order should be made out to: Nickerson Corp. I/C LII 515 Union Avenue, Union Beach, NJ 07735		
CR2	6	MMCS2T.16	Chairs with Celestial cutout in back with wood seat and back and white metal legs. Tag: Children's Area	\$1,311.00	\$7,866.00
CR3	2	MMTROLT.004825	Computer Tables Modified to form a Heart Shaped around the columns with Laminate top, wood edge and White steel legs X 27"H. Laminate: Formica Eggplant 1517-58 Matte Finish Tag: Childrens	\$3,731.00	\$7,462.00
ALL	22	PC-GLEN-2-S-72	SF: 2 Power Units Tag: Lounge and Computer Tables/Counters	\$648.00	\$14,256.00
CR4	1	MMTROLT.004825	Tables with Laminate top, wood edge and White steel legs no castors 42"D X 27"H Tag: Childrens	\$3,731.00	\$3,731.00
			TAG: Lower Level Adult Wood End Panels Canopy Tops		
Q	28	BASEP5S40X10XRO1	End Panel 79"H X 21"W	\$407.00	\$11,396.00
R	8	BASEP5S40X10XRO1	End Panels - 79"H X 25"W	\$407.00	\$3,256.00
S	2	BASEP5S40X10XRO1	End Panels - 50"H X 25"W	\$407.00	\$814.00
T	1	BASCT 5S 72X10X R03Lam	Canopy Top to go with above End Panels 109" L X 24 3/4"D self Edge 2 long sides Laminate Top: Formica 5784-NG Ashwood Bone	\$762.00	\$762.00



990 Cedarbridge Avenue
PMB #329
Brick, NJ 08723
732-262-8600

For:	West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052			11/22/2022	
To:	Dave Cubbie			11/22/22SF	
Item	Qty	Catalog No	Description	Unit Price	Total
			We propose to Furnish, Deliver and install the following Library Equipment:		
			Purchase Order should be made out to: Nickerson Corp. I/C LII 515 Union Avenue, Union Beach, NJ 07735		
			TAG: Upper Level Adult End Panels Canopy Tops		
U	31	BASEP5S40X10XRO1	End Panel 50"H X 21"D	\$407.00	\$12,617.00
V	9	BASEP5S40X10XRO1	End Panel 50"H X 20"D	\$407.00	\$3,663.00
W	1	BASEP5S50X10XRO1	End Panel 50"H X 11 1/2"D	\$407.00	\$407.00
			TAG: Circ Area		
Y	2	BASEP5S50X10XRO1	End Panel 50"H X 12"D	\$407.00	\$814.00
Z	4	BASEP5S50X10XRO1	End Panel 79"H X 11 3/4"W	\$407.00	\$1,628.00
AA	1	BASCT 5S 72X10X R03Lam	Self Edge Counter Canopy Top 108"L X 30"D self Edge 2 long sides Laminate Top: Formica 5784-NG Ashwood Bone	\$762.00	\$762.00
BB	2	WS-10-SHELF	End Panels -18"W X 30"H - Self Edge	\$141.00	\$282.00



990 Cedarbridge Avenue
PMB #329
Brick, NJ 08723
732-262-8600

For:		West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052		11/22/2022	
To:		Dave Cubbie		11/22/22SF	
Item	Qty	Catalog No	Description	Unit Price	Total
			We propose to Furnish, Deliver and install the following Library Equipment:		
			Purchase Order should be made out to: Nickerson Corp. I/C LII 515 Union Avenue, Union Beach, NJ 07735		
			Tag: YA		
CC	4	BASEP5S50X10XRO1	End Panels 79"H X 11 3/4"W	\$479.00	\$1,916.00
			Tag: Children's		
DD	29	BASEP5S50X10XRO1	End Panels 50"H X 21"W Laminate: Formica Eggplant 1517-58 Matte Finish	\$407.00	\$11,803.00
EE	14	BASEP5S50X10XRO1	End Panels 50"H X 25"W Laminate: Formica Eggplant 1517-58 Matte Finish	\$407.00	\$5,698.00
FF	1	BASCT 5S 72X10X R03Lam	Canopy Top 12' 3"L X 20 3/4"W with self edge on long sides Clear Maple Laminate	\$762.00	\$762.00
			Material Subtotal		\$139,937.00
			ESCNJ 22/23-08 Minus Discount 34%		\$47,578.58
			Material Total		\$92,358.42
			Inside delivery + 25%		\$23,089.61
16			Prevailing wage +35% For 1 man 2 days Forman	\$131.49	\$2,103.84
48			Prevailing wage +35% for 3 men 2 days, Journeyman	\$114.44	\$5,493.12
		Total	product, inside delivery and set up		\$123,044.99
			Prepared by Stewart Fife, 732-262-8600 Ex 3, sfife@libraryinteriorsinc.com		

EXHIBIT "B"



990 Cedarbridge Avenue
PMB #329
Brick, NJ 08723
732-262-8600

For:		West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052			11/25/2022		
To:		Dave Cubbie			11/25/22SF		
MFG	Item	Qty	Catalog No	Description	Unit Price	Total	Finishes
				We propose to Furnish, Deliver and Install the following Library Equipment:			
				NJ State Contract# A81718 / Index #G-2004 JSI c/o Library Interiors Inc. 225 Clay St Jasper, Indiana 47546			
				Adult Upper Level			
JSI Vision	GG	1	VSV3072LS	Desk 72"X 30"D with right return Top 84" L X 30"D with Overhead Cabinets 72" L X 24" H X 14"D with doors Qty 2 BBF support Pedestals Tag: Assistance Office (Vanessa) Room 203	\$3,225.00	\$3,225.00	Laminate: MCH Mocha Lock and Hardware color: Silver Tackboard fabric: standard Light grey
JSI Vision	GG1	1	VSV8424MCT	Return Bridge 24 X 84	\$1,000.00	\$1,000.00	
JSI Vision	GG2	1	VSV1624WEAR	End Support right	\$678.00	\$678.00	
JSI Vision	GG3	1	VSV1024TSP	T support center	\$539.00	\$539.00	
JSI Vision	GG4	1	VSV1672WSO	Overhead Cabinet	\$2,640.00	\$2,640.00	
JSI Knox		4	KNF1818V	Knox Side Table Tag: Upper Level Adult	\$890.00	\$3,560.00	
JSI Millie	C	28	M1853D	Adult Chairs upholstered with wood Frame and no arms Tag: Adult Upper Level	\$1,189.00	\$33,292.00	Wood: Mocha (MCH) Fabric Grade Com: Mayer Slick Color: Claret
JSI Connect	D	10	CTL1201U2	Adult Lounge Chairs with 5 right and 5 left Tablet Arms - fully upholstered and steel Legs Tag: Adult Upper Level	\$6,141.00	\$61,410.00	Wood Tablet Arm: Mocha (MCH) Fabric Grade F Seat & Back: Mayer Mayfair Color: Mulberry Fabric Grade E Perimeter: Mayer Bolero Color: Cliff Metal Legs: Silver



990 Cedarbridge Avenue
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Brick, NJ 08723
732-262-8600

For:		West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052		11/25/2022			
To:		Dave Cubbie		11/25/22SF			
MFG	Item	Qty	Catalog No	Description	Unit Price	Total	Finishes
				We propose to Furnish, Deliver and Install the following Library Equipment: NJ State Contract# A81718 / Index #G-2004 JSI c/o Library Interiors Inc. 225 Clay St Jasper, Indiana 47546			
JSI Connect	E	8	CTL1201U2	Adult Lounge Chairs - fully upholstered with arms and steel Legs Tag: Adult Upper Level	\$4,182.00	\$33,456.00	Wood: Mocha (MCH) Fabric Grade E: Mayer Bolero Color: Cliff Metal Legs: Silver
JSI Vision	W	1	VS3072RD	U shaped Desk 72"L X 30"D with return 48"D X 29"H and Credenza. Overhead Cabinets 72"L X 24"H X 14"D with doors Qty 1 BBF Pedestals and Qty 1 FF Pedestals with Tackboard and pencil drawer. Tag: Director Office	\$3,225.00	\$3,225.00	Laminate: MCH Mocha Lock and Hardware color: Silver
JSI Vision	W1	1	VS1825CD	Center Drawer Tag: Director Office	\$396.00	\$396.00	Laminate: MCH Mocha Lock and Hardware color: Silver
JSI Vision	W2	2	VS4824MCT	Bridge 24 X 48 Tag: Director Office	\$589.00	\$1,178.00	Laminate: MCH Mocha Lock and Hardware color: Silver
JSI Vision	W3	1	VS3072RD	Credenza Left with Ped Tag: Director Office	\$2,592.00	\$2,592.00	Laminate: MCH Mocha Lock and Hardware color: Silver
JSI Vision	W4	1	VS3072RD	Bridge 24 X 48 Tag: Director Office	\$3,124.00	\$3,124.00	Laminate: MCH Mocha Lock and Hardware color: Silver
JSI Vision	W5	1	VS2418-72WL	Wardrobe Cabinet to match Desk Tag: Director's Office	\$3,085.00	\$3,085.00	Laminate: MCH Mocha Lock and Hardware color: Silver

For:		West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052			11/25/2022	
To:		Dave Cubbie			11/25/22SF	
MEG	Item	Qty	Catalog No	Description	Unit Price	Total
				We propose to Furnish, Deliver and Install the following Library Equipment:		
				NJ State Contract# A81718 / Index #G-2004 JSI c/o Library Interiors Inc. 225 Clay St Jasper, Indiana 47546		
JSI Vision	W6	1	VSV2436-42LF	3 Drawer Lateral Cabinet 36"W to match Desk finish Tag: Director's Office	\$3,012.00	\$3,012.00
JSI Millie	W7	4	M1853D	Adult Chairs upholstered with wood Frame and no arms Tag: Director's Office	\$1,458.00	\$5,832.00
JSI Vision	W8	1	VSV42TT	Table 42"D Round X 29"H with Laminate Top, PVC edge Tag: Director's Office	\$1,319.00	\$1,319.00
JSI Vision	W9	1	VSV20RB	Table Base for 42"D Round X 29"H with Laminate Top, PVC edge and Cylinder Base Tag: Director's Office	\$1,062.00	\$1,062.00
JSI Vision	DD	1	VSV2072BSC	Buffet Credenzas for Entrance Room 72"L X 20"D X 29"H storage Tag: Assistance Office (Isabella) Office and outside office	\$4,612.00	\$4,612.00
JSI Vision	DD	1	VSV3072LD	U Shaped Desk 72 X 30 Qty 1 BBF Pedestal and return 48"L X 24"D with overhead 72"L to corner.Large Credenza 84 X 24"d (Qty 1) 2 drawer lateral 36"W in the credenza. Tag: Assistance Office (Isabella)	\$3,225.00	\$3,225.00
JSI Vision	DD1	1	VSV2448-MCT	Bridge 24 X 48 Tag: Office 202	\$588.00	\$588.00
JSI Vision	DD2	1	VSV2484LRC	Credenza 24 X 84 with Lateral File Right	\$3,169.00	\$3,169.00
					Finishes	
					Laminate: MCH Mocha Lock and Hardware color: Silver	
					Laminate: MCH Mocha Lock and Hardware color: Silver	
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For:		West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052		11/25/2022			
To:		Dave Cubbie		11/25/22SF			
MEG	Item	Qty	Catalog No	Description	Unit Price	Total	Finishes
				We propose to Furnish, Deliver and Install the following Library Equipment:			
				NJ State Contract# A81718 / Index #G-2004 JSI c/o Library Interiors Inc. 225 Clay St Jasper, Indiana 47546			
JSI Vision	DD3	1	VSV1672WSO	Wall Mounted Overhead Cabinet	\$2,640.00	\$2,640.00	Laminate: MCH Mocha Lock and Hardware color: Silver
JSI Vision	LL	1	VSV3072DD	Desk 72"L X 30"H X 29"D Qty 1 BBF Pedestals and Qty 1 FF Pedestals Tag: Lower Level Adult	\$3,805.00	\$3,805.00	Laminate: MCH Mocha Lock and Hardware color: Silver
JSI Melrose	OO	26	383HB	Adult Chairs wood seat and upholstered back with wood Frame and no arms sitting height Tag: Lower Level Adult	\$582.00	\$15,132.00	Wood: Mocha (MCH) Fabric Grade Com D: Mayer Intrigue Color: Mellow
JSI Melrose	QQ	12	388HB	Adult Stool Chairs 29 3/4" wood seat height, upholstered back with wood frame and no arms Tag: Lower Level Adult	\$668.00	\$8,016.00	Wood: Mocha (MCH) Fabric Grade Com D: Mayer Intrigue Color: Mellow
JSI Knox	CPAR1	1	KNF1842L	Children's Magazine Table 18 X 42 Tag: Childrens Area	\$790.00	\$790.00	Ale Light finish
JSI Moto	CPAR2	4	MTL261UAL	Children's Lounge Chairs - fully upholstered with 1 arm each and steel Legs- Left Arm Tag: Childrens Area	\$1,897.00	\$7,588.00	Finishes: Grade COM Mayer Microdot Color: Cobalt Metal: Silver
JSI Moto	CPAR3	4	MTL261UAR	Children's Lounge Chairs - fully upholstered with 1 arm each and steel Legs right arm Tag: Childrens Area	\$1,897.00	\$7,588.00	Finishes: Grade COM Mayer Microdot Color: Cobalt Metal: Silver



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For:		West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052		11/25/2022			
To:		Dave Cubbie		11/25/22SF			
MFG	Item	Qty	Catalog No	Description	Unit Price	Total	Finishes
				We propose to Furnish, Deliver and Install the following Library Equipment:			
				NJ State Contract# A81718 / Index #G-2004 JSI c/o Library Interiors Inc. 225 Clay St Jasper, Indiana 47546			
JSI Knox	TS6	2	LK-TT29-3060T	Flip Top Tables with Laminate top, pvc edge, metal base with castors 60"D X 30 X 29"H Tag: Children's Office	\$367.00	\$734.00	Laminate Top: Formica 5784-NG Ashwood Bone PVC Edge: Dove Grey
JSI Knox	TS7	2	LK-CBT-TT29-3060	Flip Top Table Base with castors 60"D X 30" X 29"H Tag: Children's Office	\$1,033.00	\$2,066.00	Base: ASL Arctic Silver Castors: WG
JSI LOK	MR3	10	LK-TT29-3060T	Flip Top Tables with Laminate top, pvc edge, metal base with castors 60"D X 30 X 29"H Tag: Meeting Room	\$367.00	\$3,670.00	Laminate Top: Formica 5784-NG Ashwood Bone PVC Edge: Dove Grey
JSI LOK	MR	10	LK-CBT-TT29-3060	Flip Top Table Base with castors 60"D X 30" X 29"H Tag: Meeting Room	\$1,033.00	\$10,330.00	Base: ASL Arctic Silver Castors: WG
JSI LOK	MR4	6	LK-TT29-3060T	Maker Space Tables 60 X 30 Flip top with Butcher Block Laminate Tops on Castors Tag: Meeting Room	\$367.00	\$2,202.00	Laminate: Butcher Block
JSI LOK	MR5	6	LK-CBT-TT29-3060	Bases for Maker Space Tables 60 X 30 Flip top with Butcher Block Laminate Tops on Castors Tag: Meeting Room	\$1,033.00	\$6,198.00	Base: ASL Arctic Silver Castors: WG



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For:		West Orange Public Library 10 Rooney Circle, West Orange, NJ 07052		11/25/2022			
To:		Dave Cubbie		11/25/22SF			
MFG	Item	Qty	Catalog No	Description	Unit Price	Total	Finishes
				We propose to Furnish, Deliver and Install the following Library Equipment:			
				NJ State Contract# A81718 / Index #G-2004 JSI c/o Library Interiors Inc. 225 Clay St Jasper, Indiana 47546			
JSI Knox	CO	2	LK-TT29-3060T	Flip Top Tables with Laminate top, pvc edge, metal base with castors 60"D X 30 X 29"H Tag: Tech Services Room	\$367.00	\$734.00	Laminate Top: Formica 5784-NG Ashwood Bone PVC Edge: Dove Grey
JSI Knox	CO	2	LK-CBT-TT29-3060	Flip Top Table Base with castors 60"D X 30" X 29"H Tag: Tech Services Room	\$1,033.00	\$2,066.00	Base: ASL Arctic Silver Castors: WG
				Total list		\$249,778.00	
				NJ State Contract Discount with estimated 42%		\$144,871.24	

G2004

A81711

Sit on it Contract Ordering Information

NJ State Contract: A81711 TVR#912680

Contract Ordering Information

Ordering & Payment Address

Exemplis LLC

I/C LII, NJ

6415 Katella Avenue

Cypress, CA 90630

Phone 888-274-8664

Fax 714-995-4855

purchaseorder@exemplis.com Ordering & Payment Address

Stanczak and Associates

Prepared for: Doreen Hatter

Project: West Orange

1 of 4

MFG: SOI

Rep: Leah Goldring

REV Date: November 22, 2022

Item	Tag	Mfg	Qty	Part Number	Part Description	List	Sell	Ext List	Ext Sell
1			1		SitOnIt NJ State Contract #81711 TVR#912680	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
2	1R	SIT	18	92SC	Rowdy, Side Chair, Chrome Frame, Armless	\$ 210.00	\$ 117.60	\$ 3,780.00	\$ 2,116.80
				SC18	Sterling				
				CGRF	No Selection				
				AC	Clear Glides w/ Felt (4)				
					Fully Assembled in a Carton				
3		SIT	4	1123.BK1.MB.T.AR2	Focus 2.0, Midback Mesh With Adjustable Lumbar, Swivel Tilt, Fixed Arm	\$ 703.00	\$ 393.68	\$ 2,812.00	\$ 1,574.72
				MC6	Nickel				
				YCC03	Fog				
				LA2	Nickel				
				FC13	Fog Frame				
				BT1	5-Star Nylon				
				BC4	Fog Nylon Base				
				CS6	Carpet Casters				
				CH1	Standard Cylinder				
				FABRIC	Fabric Grade Selections				
				FG2	Fabric Grade 2				
				LINK	Link Color Selections				
				FLANNEL	Link Flannel				
				KD	Knocked Down				
4		SIT	3	1123.BK1.MB.E.S1.AR2	Focus 2.0, Midback, Standard Stool Kit, Mesh Back w/Adjustable Lumbar, Swivel, Fixed Arm	\$ 850.00	\$ 476.00	\$ 2,550.00	\$ 1,428.00
				MC6	Nickel				
				YCC03	Fog				
				LA2	Nickel				
				FC13	Fog Frame				
				BT1	5-Star Nylon				
				BC4	Fog Nylon Base				
				CS6	Carpet Casters				
				FABRIC	Fabric Grade Selections				
				FG2	Fabric Grade 2				
				LINK	Link Color Selections				
				FLANNEL	Link Flannel				
				KD	Knocked Down				
5		SIT	4	1123.BK1.MB.T.AR2	Focus 2.0, Midback Mesh With Adjustable Lumbar, Swivel Tilt, Fixed Arm	\$ 703.00	\$ 393.68	\$ 2,812.00	\$ 1,574.72
				MC6	Nickel				
				YCC03	Fog				
				LA2	Nickel				
				FC13	Fog Frame				
				BT1	5-Star Nylon				
				BC4	Fog Nylon Base				
				CS6	Carpet Casters				
				CH1	Standard Cylinder				
				FABRIC	Fabric Grade Selections				
				FG2	Fabric Grade 2				
				LINK	Link Color Selections				
				FLANNEL	Link Flannel				
				KD	Knocked Down				
6	Conf. Room	SIT	10	1123.BK1.MB.Y.AR4	Focus 2.0, Midback Mesh With Adjustable Lumbar, Enhanced Synchro, Height-Adjustable	\$ 783.00	\$ 438.48	\$ 7,830.00	\$ 4,384.80
				MC34	Impress Striped Mesh				
				YCC03	Fog				
				LA2	Nickel				
				FC13	Fog Frame				
				BT1	5-Star Nylon				
				BC4	Fog Nylon Base				
				CS6	Carpet Casters				
				CH1	Standard Cylinder				
				FABRIC	Fabric Grade Selections				
				FG2	Fabric Grade 2				
				PIXEL	Pixel Color Selections				
				STEEL	Pixel Steel				
				KD	Knocked Down				

Stanczak and Associates

Prepared for: Doreen Hatter
Project: West Orange

2 of 4

MFG: SOI

Rep: Leah Goldring

REV Date: November 22, 2022

Item	Tag	Mfg	Qty	Part Number	Part Description	List	Sell	Ext List	Ext Sell
7		SIT	1	1123.BK1.MB.Y.AR4	Focus 2.0, Midback Mesh With Adjustable Lumbar, Enhanced Synchro, Height-Adjustable Impress Striped Mesh Fog Nickel Fog Frame 5-Star Nylon Fog Nylon Base Carpet Casters Standard Cylinder Fabric Grade Selections Fabric Grade 2 Pixel Color Selections Pixel Steel Knocked Down	\$ 783.00	\$ 438.48	\$ 783.00	\$ 438.48
				MC34 YCC03 LA2 FC13 BT1 BC4 CS5 CH1 FABRIC FG2 PIXEL STEEL KD					
8		SIT	1	1123.BK1.MB.Y.AR4	Focus 2.0, Midback Mesh With Adjustable Lumbar, Enhanced Synchro, Height-Adjustable Impress Striped Mesh Fog Nickel Fog Frame 5-Star Nylon Fog Nylon Base Carpet Casters Standard Cylinder Fabric Grade Selections Fabric Grade 2 Pixel Color Selections Pixel Steel Knocked Down	\$ 783.00	\$ 438.48	\$ 783.00	\$ 438.48
				MC34 YCC03 LA2 FC13 BT1 BC4 CS5 CH1 FABRIC FG2 PIXEL STEEL KD					
9		SIT	5	1123.BK1.MB.Y.AR4	Focus 2.0, Midback Mesh With Adjustable Lumbar, Enhanced Synchro, Height-Adjustable Impress Striped Mesh Fog Nickel Fog Frame 5-Star Nylon Fog Nylon Base Carpet Casters Standard Cylinder Fabric Grade Selections Fabric Grade 2 Pixel Color Selections Pixel Steel Knocked Down	\$ 783.00	\$ 438.48	\$ 3,915.00	\$ 2,192.40
				MC34 YCC03 LA2 FC13 BT1 BC4 CS5 CH1 FABRIC FG2 PIXEL STEEL KD					
10		SIT	1	1123.BK1.MB.T.AR2	Focus 2.0, Midback Mesh With Adjustable Lumbar, Swivel Tilt, Fixed Arm Nickel Fog Nickel Fog Frame 5-Star Nylon Fog Nylon Base Carpet Casters Standard Cylinder Fabric Grade Selections Fabric Grade 2 Link Color Selections Link Flannel Knocked Down	\$ 703.00	\$ 393.68	\$ 703.00	\$ 393.68
				MC6 YCC03 LA2 FC13 BT1 BC4 CS5 CH1 FABRIC FG2 LINK FLANNEL KD					
11		SIT	2	1123.BK1.MB.T.AR2	Focus 2.0, Midback Mesh With Adjustable Lumbar, Swivel Tilt, Fixed Arm Nickel Fog Nickel Fog Frame 5-Star Nylon Fog Nylon Base Carpet Casters Standard Cylinder Fabric Grade Selections Fabric Grade 2 Link Color Selections Link Flannel Knocked Down	\$ 703.00	\$ 393.68	\$ 1,406.00	\$ 787.36
				MC6 YCC03 LA2 FC13 BT1 BC4 CS5 CH1 FABRIC FG2 LINK FLANNEL KD					

Stanczak and Associates

Prepared for: Doreen Hatter

Project: West Orange

3 of 4

MFG: SOI

Rep: Leah Goldring

REV Date: November 22, 2022

Item	Tag	Mfg	Qty	Part Number	Part Description	List	Sell	Ext List	Ext Sell
12		SIT	4	1123.BK1.MB.T.AR2	Focus 2.0, Midback Mesh With Adjustable Lumbar, Swivel Tilt, Fixed Arm	\$ 703.00	\$ 393.68	\$ 2,812.00	\$ 1,574.72
				MC6	Nickel				
				YCC03	Fog				
				LA2	Nickel				
				FC13	Fog Frame				
				BT1	5-Star Nylon				
				BC4	Fog Nylon Base				
				CS5	Carpet Casters				
				CH1	Standard Cylinder				
				FABRIC	Fabric Grade Selections				
				FG2	Fabric Grade 2				
				LINK	Link Color Selections				
				FLANNEL	Link Flannel				
				KD	Knocked Down				
13	YA	SIT	21	5652B1	Focus, Side Chair, Mesh Back, Silver Frame, Armless	\$ 495.00	\$ 277.20	\$ 10,395.00	\$ 5,821.20
				MC10	Fire Mesh				
				FABRIC	Fabric Grade Selections				
				FG2	No Selection				
				GALAXY	Fabric Grade 2				
				CHERRY	Galaxy Color Selections				
				Q5	Galaxy Cherry				
					Standard Multi-Surface Glide				
					No Tablet Upgrade				
14	YA	SIT	5	5652B1.S2	Focus, Side Chair, Mesh Back, Bar Stool, Silver Frame, Armless	\$ 645.00	\$ 381.20	\$ 3,225.00	\$ 1,806.00
				MC10	Fire Mesh				
				FABRIC	Fabric Grade Selections				
				FG2	No Selection				
				GALAXY	Fabric Grade 2				
				CHERRY	Galaxy Color Selections				
				Q5	Galaxy Cherry				
					Standard Multi-Surface Glide				
15		SIT	1	1123.BK1.MB.T.AR2	Focus 2.0, Midback Mesh With Adjustable Lumbar, Swivel Tilt, Fixed Arm	\$ 703.00	\$ 393.68	\$ 703.00	\$ 393.68
				MC6	Nickel				
				YCC03	Fog				
				LA2	Nickel				
				FC13	Fog Frame				
				BT1	5-Star Nylon				
				BC4	Fog Nylon Base				
				CS5	Carpet Casters				
				CH1	Standard Cylinder				
				FABRIC	Fabric Grade Selections				
				FG2	Fabric Grade 2				
				LINK	Link Color Selections				
				FLANNEL	Link Flannel				
				KD	Knocked Down				
16		SIT	1	1123.BK1.MB.B.S1.AR2	Focus 2.0, Midback, Standard Stool Kit, Mesh Back w/Adjustable Lumbar, Swivel, Fixed Arm	\$ 850.00	\$ 476.00	\$ 850.00	\$ 476.00
				MC6	Nickel				
				YCC02	White				
				LA2	Nickel				
				FC13	Fog Frame				
				BT1	5-Star Nylon				
				BC4	Fog Nylon Base				
				CS5	Carpet Casters				
				FABRIC	Fabric Grade Selections				
				FG2	Fabric Grade 2				
				LINK	Link Color Selections				
				FLANNEL	Link Flannel				
				KD	Knocked Down				
17		SIT	1	1123.BK1.MB.T.AR2	Focus 2.0, Midback Mesh With Adjustable Lumbar, Swivel Tilt, Fixed Arm	\$ 703.00	\$ 393.68	\$ 703.00	\$ 393.68
				MC6	Nickel				
				YCC03	Fog				
				LA2	Nickel				
				FC13	Fog Frame				
				BT1	5-Star Nylon				
				BC4	Fog Nylon Base				
				CS5	Carpet Casters				
				CH1	Standard Cylinder				
				FABRIC	Fabric Grade Selections				
				FG2	Fabric Grade 2				
				LINK	Link Color Selections				
				FLANNEL	Link Flannel				
				KD	Knocked Down				

Stanczak and Associates

Prepared for: Doreen Hatter
Project: West Orange

4 of 4

MFG: SOI

Rep: Leah Goldring

REV Date: November 22, 2022

Item	Tag	Mfg	Qty	Part Number	Part Description	List	Sell	Ext List	Ext Sell
18		SIT	1	1123.BK1.MB.T.AR2	Focus 2.0, Midback Mesh With Adjustable Lumbar, Swivel Tilt, Fixed Arm Nickel Fog Nickel Fog Frame 5-Star Nylon Fog Nylon Base Carpet Casters Standard Cylinder Fabric Grade Selections Fabric Grade 2 Link Color Selections Link Flannel Knocked Down	\$ 703.00	\$ 393.68	\$ 703.00	\$ 393.68
				MC6 YCC03 LA2 FC13 BT1 BC4 CS5 CH1 FABRIC FG2 LINK FLANNEL KD					
19		SIT	1	1123.BK1.MB.B.S1.AR2	Focus 2.0, Midback, Standard Stool Kit, Mesh Back w/Adjustable Lumbar, Swivel, Fixed Arm Nickel White Nickel Fog Frame 5-Star Nylon Fog Nylon Base Carpet Casters Fabric Grade Selections Fabric Grade 2 Link Color Selections Link Flannel Knocked Down	\$ 850.00	\$ 476.00	\$ 850.00	\$ 476.00
				MC6 YCC02 LA2 FC13 BT1 BC4 CS5 FABRIC FG2 LINK FLANNEL KD					
20	YA	SIT	1	3271.TBT4.TR2424	Parallon Table 24" Round Top for X Base Flat Edge Grade 2 Laminated Grey Elm	\$ 384.00	\$ 215.04	\$ 384.00	\$ 215.04
				TE5 GR2 TL51					
21	YA	SIT	1	3272.TBT4.TR2424TH20	Parallon X Base for 24" Round Table Top 20H Silver Fixed / Glides	\$ 252.00	\$ 141.12	\$ 252.00	\$ 141.12
				BF01 LS18					
22	Literacy	SIT	8	92SC	Rowdy, Side Chair, Chrome Frame, Armless Sterling No Selection No Glides Selected Fully Assembled in a Carton	\$ 188.00	\$ 105.28	\$ 1,504.00	\$ 842.24
				SC18 ~ ~ AC					
23	Quiet Study Red	SIT	16	92SC	Rowdy, Side Chair, Chrome Frame, Armless Red No Selection No Glides Selected Fully Assembled in a Carton	\$ 188.00	\$ 105.28	\$ 3,008.00	\$ 1,684.48
				SC19 ~ ~ AC					
24	Makers Room	SIT	16	92SC	Rowdy, Side Chair, Chrome Frame, Armless Sterling No Selection No Glides Selected Fully Assembled in a Carton	\$ 188.00	\$ 105.28	\$ 3,008.00	\$ 1,684.48
				SC18 ~ ~ AC					
25		SIT	80	92SC	Rowdy, Side Chair, Chrome Frame, Armless Sterling No Selection No Glides Selected Fully Assembled in a Carton	\$ 188.00	\$ 105.28	\$ 15,040.00	\$ 8,422.40
				SC18 ~ ~ AC					
26			1		Dealer to confirm all specifications, quantities, fabrics and finishes.	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
27			1	FREIGHT	Included for task and side chairs. Included for tables on quote due to quantity of TOTAL order.	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
					Grand Total			\$ 70,811.00	\$ 39,654.16

Metalworks
DBA great openings G2004

A81631



Quote Number: DWS221020-RM-1 Rev B

Doreen Hatter
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973-780-7922

Sales Contact: Ryan McAuliffe
Rep: FDR
Project Name#: West Orange PL / SCNJ

Date 11/29/2022
Expiration: 2/28/2023

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Lead time: 20-25 working days

Pages: 12

Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
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C06

1	2	CG-V8F3	\$2,809.00	60.00 %	\$1,123.60	\$5,618.00
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36"Wx23 1/2"Dx77 3/8"H Double Door Storage Cabinet 6 High, with 5 Adjustable Shelves

\$2,247.20

Pull Options for Double Door Storage Cabinet	GO Standard	A, S, or Q Pull TBD
Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD
Key Series Options	...	Skipped Option
Key-Alike Request Option	...	Skipped Option

Group Subtotal- \$2,247.20

CO

2	1	HGC7202-GR1	\$2,902.00	60.00 %	\$1,160.80	\$2,902.00
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13-5/8Dx72Wx37H-Full Hutch with tack board and Grade 1 fabric, ships KD

\$1,160.80

Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD
Fabric Selection	Grade 1	Grade 1 Fabric TBD

3	1	DK3072F	\$1,944.00	60.00 %	\$777.60	\$1,944.00
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72Wx30Dx29H-Full Modesty-Desk Shell

\$777.60

Panel Leg Style	*	No Grommets in Panel Legs
Laminate Options	GO Standard	GO Standard Laminate Finish TBD
Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD

4	1	RT2448F	\$1,213.00	60.00 %	\$485.20	\$1,213.00
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Pages: 12

Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
		48Wx24Dx29H-Full Modesty-Return				\$485.20
		Panel Leg Style *	No Grommets in Panel Legs			
		Laminate Options GO Standard	GO Standard Laminate Finish TBD			
		Finish Selections by Manufacture (Paint Color) GO Standard	GO Standard Metal Finish TBD			
5	1	EL-2109	\$713.00	60.00 %	\$285.20	\$713.00
		Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W				\$285.20
		Finish Selections by Manufacture (Paint Color) GO Standard	GO Standard Metal Finish TBD			
		Adds Accessories To F/F Ped ~	No Selection of Option			
		Pedestal F/F Front/Lock Options GO Standard	GO Standard Front / Pull TBD			
		Pedestal Locks F/F - W/Security Option Available ...	Skipped Option			
6	1	EL-2111	\$783.00	60.00 %	\$313.20	\$783.00
		Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W				\$313.20
		Finish Selections by Manufacture (Paint Color) GO Standard	GO Standard Metal Finish TBD			
		Adds Accessories To B/B/F Ped ~	No Selection of Option			
		Pedestal B/B/F Front/Lock Options GO Standard	GO Standard Front / Pull TBD			
		Pedestal Locks B/B/F - W/Security Option Available ...	Skipped Option			
7	1	EL-5109	\$671.00	60.00 %	\$268.40	\$671.00
		Freestanding, F/F, 27-3/4Hx21-7/8Dx15-1/4W				\$268.40
		Finish Selections by Manufacture (Paint Color) GO Standard	GO Standard Metal Finish TBD			
		Adds Accessories To F/F Ped ~	No Selection of Option			
		Pedestal F/F Front/Lock Options GO Standard	GO Standard Front / Pull TBD			
		Pedestal Locks F/F - W/Security Option Available ...	Skipped Option			
8	1	EL-5111	\$732.00	60.00 %	\$292.80	\$732.00
		Freestanding, B/B/F, 27-3/4Hx21-7/8Dx15-1/4W				\$292.80
		Finish Selections by Manufacture (Paint Color) GO Standard	GO Standard Metal Finish TBD			

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Pages: 12

Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
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Adds Accessories To B/B/F Ped

~

No Selection of Option

Pedestal B/B/F Front/Lock Options

GO Standard

GO Standard Front / Pull TBD

Pedestal Locks B/B/F - W/Security Option Available

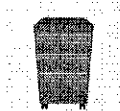
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Skipped Option

Group Subtotal - \$3,583.20

IR4A

9	2	EL-2111		\$783.00	60.00 %	\$313.20	\$1,566.00
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Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W

\$626.40

Finish Selections by Manufacture (Paint Color)

GO Standard

GO Standard Metal Finish TBD

Adds Accessories To B/B/F Ped

~

No Selection of Option

Pedestal B/B/F Front/Lock Options

GO Standard

GO Standard Front / Pull TBD

Pedestal Locks B/B/F - W/Security Option Available

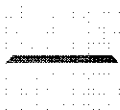
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Skipped Option

Group Subtotal - \$626.40

JJ

10	1	TL18108		\$928.00	60.00 %	\$371.20	\$928.00
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CommonTop 108-1/4Wx18-1/2D-(3) 36" Trace Laterals/DD Side-by-Side

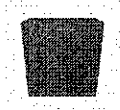
\$371.20

Laminate Options

GO Standard

GO Standard Laminate Finish TBD

11	1	RG-C702-LT-W		\$2,283.00	60.00 %	\$913.20	\$2,283.00
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Trace Lat File, 3 Drw, 36Wx18-1/4Dx39-7/8H, factory installed laminate top

\$913.20

Finish Selections by Manufacture (Paint Color)

GO Standard

GO Standard Metal Finish TBD

Trace 3-Hi Counterweight Factory Installed Selection

W

3-Dwr c-wt. Factory Installed

36" Laterals/DD Laminate Top Option

GO Standard

GO Standard Laminate Finish TBD

36" Trace 3-Drw Front/Lock Options

GO Standard

GO Standard Front / Pull TBD

Drawer Trace Lateral Lock Options W/Security Option Available (36")

...

Skipped Option

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Lead time: 20-25 working days

Pages: 12

Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
12	3	RG-C702-W	\$1,827.00	60.00 %	\$730.80	\$5,481.00
		 Trace Lat File,3 Drw,36Wx18-1/4Dx39-7/8H				\$2,192.40
		Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD		
		Trace 3-Hi Counterweight Factory Installed Selection	W	3-Dwr c-wt. Factory Installed		
		36" Laterals/DD Laminate Top Option	~	No Selection Upgrade		
		36" Trace 3-Drw Front/Lock Options	GO Standard	GO Standard Front / Pull TBD		
		Drawer Trace Lateral Lock Options W/Security Option Available (36")	...	Skipped Option		
Group Subtotal -						\$3,476.80
M						
13	1	LME100010K	\$58.00	60.00 %	\$23.20	\$58.00
		Lateral Ganging Kit (drill template, screws, and instructions) *to connect WL-0103 and adjacent CG-01F2*				\$23.20
14	1	TL1861-RM	\$580.00	60.00 %	\$232.00	\$580.00
		Laminate Top 60.75" W x 18.5" D				\$232.00
		Laminate Options	GO Standard	GO Standard Laminate Finish TBD		
15	1	EDL307230F	\$3,441.00	60.00 %	\$1,376.40	\$3,441.00
		 30x48x72x30x29H End of Run Extended Corner-Left Hand-Full Modesty				\$1,376.40
		Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD		
		Laminate Options	GO Standard	GO Standard Laminate Finish TBD		
16	1	HGC4202-GR1	\$2,592.00	60.00 %	\$1,036.80	\$2,592.00
		13-5/8Dx42Wx37H-Full Hutch with tack board and Grade 1 fabric, ships KD				\$1,036.80
		Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD		
		Fabric Selection	Grade 1	Grade 1 Fabric TBD		

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Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
17	3	HGC7202-GR1	\$2,902.00	60.00 %	\$1,160.80	\$8,706.00
		13-5/8Dx72Wx37H-Full Hutch with tack board and Grade 1 fabric, ships KD				\$3,482.40
		Finish Selections by Manufacture (Paint Color)	GO Standard			
		Fabric Selection	Grade 1			
			GO Standard Metal Finish TBD			
			Grade 1 Fabric TBD			
18	4	DK3072F	\$1,944.00	60.00 %	\$777.60	\$7,776.00
		72Wx30Dx29H-Full Modesty-Desk Shell				\$3,110.40
		Panel Leg Style	*			
			No Grommets in Panel Legs			
		Laminate Options	GO Standard			
			GO Standard Laminate Finish TBD			
		Finish Selections by Manufacture (Paint Color)	GO Standard			
			GO Standard Metal Finish TBD			
19	2	RT3042F	\$1,280.00	60.00 %	\$512.00	\$2,560.00
		42Wx30Dx29H-Full Modesty-Return				\$1,024.00
		Panel Leg Style	*			
			No Grommets in Panel Legs			
		Laminate Options	GO Standard			
			GO Standard Laminate Finish TBD			
		Finish Selections by Manufacture (Paint Color)	GO Standard			
			GO Standard Metal Finish TBD			
20	1	RT3042F	\$1,280.00	60.00 %	\$512.00	\$1,280.00
		42Wx30Dx29H-Full Modesty-Return				\$512.00
		Panel Leg Style	*			
			No Grommets in Panel Legs			
		Laminate Options	GO Standard			
			GO Standard Laminate Finish TBD			
		Finish Selections by Manufacture (Paint Color)	GO Standard			
			GO Standard Metal Finish TBD			
21	3	EL-2109	\$713.00	60.00 %	\$285.20	\$2,139.00
		Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W				\$855.60
		Finish Selections by Manufacture (Paint Color)	GO Standard			
		Adds Accessories To F/F Ped	~			
			No Selection of Option			
		Pedestal F/F Front/Lock Options	GO Standard			
			GO Standard Front / Pull TBD			
		Pedestal Locks F/F - W/Security Option Available	...			
			Skipped Option			

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Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
22	3	EL-2111	\$783.00	60.00 %	\$313.20	\$2,349.00
		 Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W				\$939.60
		Finish Selections by Manufacture (Paint Color)	GO Standard		GO Standard Metal Finish TBD	
		Adds Accessories To B/B/F Ped	~		No Selection of Option	
		Pedestal B/B/F Front/Lock Options	GO Standard		GO Standard Front / Pull TBD	
		Pedestal Locks B/B/F - W/Security Option Available	...		Skipped Option	
23	1	EL-3109	\$734.00	60.00 %	\$293.60	\$734.00
		 Work Surface Supporting, F/F, 27-3/4Hx27-7/8Dx15-1/4W				\$293.60
		Finish Selections by Manufacture (Paint Color)	GO Standard		GO Standard Metal Finish TBD	
		Adds Accessories To F/F Ped	~		No Selection of Option	
		Pedestal F/F Front/Lock Options	GO Standard		GO Standard Front / Pull TBD	
		Pedestal Locks F/F - W/Security Option Available	...		Skipped Option	
24	1	EL-3111	\$769.00	60.00 %	\$307.60	\$769.00
		 Work Surface Supporting, B/B/F, 27-3/4Hx27-7/8Dx15-1/4W				\$307.60
		Finish Selections by Manufacture (Paint Color)	GO Standard		GO Standard Metal Finish TBD	
		Adds Accessories To B/B/F Ped	~		No Selection of Option	
		Pedestal B/B/F Front/Lock Options	GO Standard		GO Standard Front / Pull TBD	
		Pedestal Locks B/B/F - W/Security Option Available	...		Skipped Option	
25	1	WL-0103	\$1,521.00	60.00 %	\$608.40	\$1,521.00
		 30-1/2Wx18-1/4Dx27-3/4H Work Surface Supporting Lateral-6"/6"/12"/30" *not freestanding; must be ganged to adjacent storage cabinet				\$608.40
		-Work Surface Supporting Lateral Multidrawer FileCenter-4 Drawers	GO Standard		GO Standard Front / Pull TBD	
		Finish Selections by Manufacture (Paint Color)	GO Standard		GO Standard Metal Finish TBD	
		Key Series Options	...		Skipped Option	
		Key-Alike Request Option	...		Skipped Option	
26	1	CG-01F2-NT-RM	\$1,276.00	60.00 %	\$510.40	\$1,276.00

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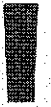
Pages: 12

Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
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		 30Wx18-1/4Dx27-3/4H Double Door Storage Cabinet (1 Adjustable Shelf), no metal top				\$510.40
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Pull Options for Double Door Storage Cabinet	GO Standard	A, S, or Q Pull TBD
Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD
30" Laterals/DD Laminate Top Option	~	No Selection_Upgrade__
Key Series Options	...	Skipped Option
Key-Alike Request Option	...	Skipped Option

27	18	6SS7-HASP-NF-RM	\$1,726.00	60.00 %	\$690.40	\$31,068.00
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		 65-7/8"H x 18"D x 18"W Personal Metal Locker, Hasp Lock, Special: No hanging file rack				\$12,427.20
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Finish Selections by Manufacture (Paint Color)	02X9	KN-Silver Metallic
Options - 65-7/8"H x 18"W Single Dr Metal Case	RH/LH	Right Hinged or Left Hinged TBD
Top Options - 18"W Sngl Dr Metal Case	Standard Top	Standard Flat Square Top
Door Options - 65-7/8"H x 18"W Sngl Dr Metal Case	Metal Door	Metal Door Options
Metal Door Options - Sngl Dr Metal Case	Hasp (O)	Hasp Lock
Hasp Universal Metal Lkr Frt Options	A	Full Pull sq ft
Std Universal Venting/Mail Slot Options	Skip Option	Standard Solid Door
Special	No File Rack	Special: No hanging file rack

Group Subtotal - \$26,739.60

Pedro

28	1	DK3060F	\$1,788.00	60.00 %	\$715.20	\$1,788.00
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		 60Wx30Dx29H-Full Modesty-Desk Shell				\$715.20
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Panel Leg Style	*	No Grommets in Panel Legs
Laminate Options	GO Standard	GO Standard Laminate Finish TBD
Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD

Group Subtotal - \$715.20

Ref1

Doreen Hatter
dhatte@libraryinteriorsinc.com
973-780-7922

Sales Contact: Ryan McAuliffe
Rep: FDR
Project Name#: West Orange PL / SCNJ

Date 11/29/2022
Expiration: 2/28/2023

State Of New Jersey Contract #T408176 A81631
Pricing and lead time based on standard fronts, finishes, laminates, locks and grade 1 fabrics. Lead time starts after receipt of clean PO. Discounting based on entire project and one PO / Shipment. Standard freight included. To ensure accuracy, please review this quote in its entirety and include the quote or quote number on the purchase order.

Lead time: 20-25 working days

Pages: 12

Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
29	4	DK3060F	\$1,788.00	60.00 %	\$715.20	\$7,152.00
		60Wx30Dx29H-Full Modesty-Desk Shell				\$2,860.80
		Panel Leg Style *	No Grommets in Panel Legs			
		Laminate Options GO Standard	GO Standard Laminate Finish TBD			
		Finish Selections by Manufacture (Paint Color) GO Standard	GO Standard Metal Finish TBD			
30	4	RT2448F	\$1,213.00	60.00 %	\$485.20	\$4,852.00
		48Wx24Dx29H-Full Modesty-Return				\$1,940.80
		Panel Leg Style *	No Grommets in Panel Legs			
		Laminate Options GO Standard	GO Standard Laminate Finish TBD			
		Finish Selections by Manufacture (Paint Color) GO Standard	GO Standard Metal Finish TBD			
31	4	EL-2109	\$713.00	60.00 %	\$285.20	\$2,852.00
		Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W				\$1,140.80
		Finish Selections by Manufacture (Paint Color) GO Standard	GO Standard Metal Finish TBD			
		Adds Accessories To F/F Ped ~	No Selection of Option			
		Pedestal F/F Front/Lock Options GO Standard	GO Standard Front / Pull TBD			
		Pedestal Locks F/F - W/Security Option Available ...	Skipped Option			
32	4	EL-2111	\$783.00	60.00 %	\$313.20	\$3,132.00
		Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W				\$1,252.80
		Finish Selections by Manufacture (Paint Color) GO Standard	GO Standard Metal Finish TBD			
		Adds Accessories To B/B/F Ped ~	No Selection of Option			
		Pedestal B/B/F Front/Lock Options GO Standard	GO Standard Front / Pull TBD			
		Pedestal Locks B/B/F - W/Security Option Available ...	Skipped Option			

Group Subtotal - \$7,195.20

Ref2

Doreen Hatter
dhatter@libraryinteriorsinc.com
973-780-7922

Sales Contact: Ryan McAuliffe
Rep: FDR
Project Name#: West Orange PL / SCNJ

Date 11/29/2022
Expiration: 2/28/2023

State Of New Jersey Contract #T408176 A81631
Pricing and lead time based on standard fronts, finishes, laminates, locks and grade 1 fabrics. Lead time starts after receipt of clean PO. Discounting based on entire project and one PO / Shipment. Standard freight included. To ensure accuracy, please review this quote in its entirety and include the quote or quote number on the purchase order.

Lead time: 20-25 working days

Pages: 12

Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
33	4	EL-2111	\$783.00	60.00 %	\$313.20	\$3,132.00
		Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W				\$1,252.80



Finish Selections by Manufacture (Paint Color) GO Standard GO Standard Metal Finish TBD
Adds Accessories To B/B/F Ped ~ No Selection of Option
Pedestal B/B/F Front/Lock Options GO Standard GO Standard Front / Pull TBD
Pedestal Locks B/B/F - W/Security Option Available ... Skipped Option

Group Subtotal - \$1,252.80

Ref3

34	4	HGC6002-GR1	\$2,767.00	60.00 %	\$1,106.80	\$11,068.00
		13-5/8Dx60Wx37H-Full Hutch with tack board and Grade 1 fabric, ships KD				\$4,427.20

Finish Selections by Manufacture (Paint Color) GO Standard GO Standard Metal Finish TBD
Fabric Selection Grade 1 Grade 1 Fabric TBD

35	4	EL-2109	\$713.00	60.00 %	\$285.20	\$2,852.00
		Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W				\$1,140.80



Finish Selections by Manufacture (Paint Color) GO Standard GO Standard Metal Finish TBD
Adds Accessories To F/F Ped ~ No Selection of Option
Pedestal F/F Front/Lock Options GO Standard GO Standard Front / Pull TBD
Pedestal Locks F/F - W/Security Option Available ... Skipped Option

Group Subtotal - \$5,568.00

TS

36	1	HGC7202-GR1	\$2,902.00	60.00 %	\$1,160.80	\$2,902.00
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Doreen Hatter
dhatter@libraryinteriorsinc.com
973-780-7922

Sales Contact: Ryan McAuliffe
Rep: FDR
Project Name#: West Orange PL / SCNJ

Date 11/29/2022
Expiration: 2/28/2023

State Of New Jersey Contract #T408176 A81631
Pricing and lead time based on standard fronts, finishes, laminates, locks and grade 1 fabrics. Lead time starts after receipt of clean PO. Discounting based on entire project and one PO / Shipment. Standard freight included. To ensure accuracy, please review this quote in its entirety and include the quote or quote number on the purchase order.

Lead time: 20-25 working days

Pages: 12

Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
		13-5/8Dx72Wx37H-Full Hutch with tack board and Grade 1 fabric, ships KD				\$1,160.80
		Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD		
		Fabric Selection	Grade 1	Grade 1 Fabric TBD		
37	1	HGC7202-GR1	\$2,902.00	60.00 %	\$1,160.80	\$2,902.00
		13-5/8Dx72Wx37H-Full Hutch with tack board and Grade 1 fabric, ships KD				\$1,160.80
		Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD		
		Fabric Selection	Grade 1	Grade 1 Fabric TBD		
38	1	DK3072F	\$1,944.00	60.00 %	\$777.60	\$1,944.00
		72Wx30Dx29H-Full Modesty-Desk Shell				\$777.60
		Panel Leg Style	*	No Grommets in Panel Legs		
		Laminate Options	GO Standard	GO Standard Laminate Finish TBD		
		Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD		
39	1	DK3072F	\$1,944.00	60.00 %	\$777.60	\$1,944.00
		72Wx30Dx29H-Full Modesty-Desk Shell				\$777.60
		Panel Leg Style	*	No Grommets in Panel Legs		
		Laminate Options	GO Standard	GO Standard Laminate Finish TBD		
		Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD		
40	1	EL-2109	\$713.00	60.00 %	\$285.20	\$713.00
		Mobile, F/F, 26-7/8H x 21-7/8D x 15-1/4W				\$285.20
		Finish Selections by Manufacture (Paint Color)	GO Standard	GO Standard Metal Finish TBD		
		Adds Accessories To F/F Ped	~	No Selection of Option		
		Pedestal F/F Front/Lock Options	GO Standard	GO Standard Front / Pull TBD		
		Pedestal Locks F/F - W/Security Option Available	...	Skipped Option		
41	1	EL-2111	\$783.00	60.00 %	\$313.20	\$783.00

Doreen Hatter
dhatter@libraryinteriorsinc.com
973-780-7922

Sales Contact: Ryan McAuliffe
Rep: FDR
Project Name#: West Orange PL / SCNJ

Date 11/29/2022
Expiration: 2/28/2023

State Of New Jersey Contract #T408176 A81631
Pricing and lead time based on standard fronts, finishes, laminates, locks and grade 1 fabrics. Lead time starts after receipt of clean PO. Discounting based on entire project and one PO / Shipment. Standard freight included. To ensure accuracy, please review this quote in its entirety and include the quote or quote number on the purchase order.

Lead time: 20-25 working days

Pages: 12

Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
		 Mobile, B/B/F, 26-7/8Hx21-7/8Dx15-1/4W				\$313.20
		Finish Selections by Manufacture (Paint Color)	GO Standard			GO Standard Metal Finish TBD
		Adds Accessories To B/B/F Ped	~			No Selection of Option
		Pedestal B/B/F Front/Lock Options	GO Standard			GO Standard Front / Pull TBD
		Pedestal Locks B/B/F - W/Security Option Available	...			Skipped Option
42	1	EL-5111	\$732.00	60.00 %	\$292.80	\$732.00
		 Freestanding, B/B/F, 27-3/4Hx21-7/8Dx15-1/4W				\$292.80
		Finish Selections by Manufacture (Paint Color)	GO Standard			GO Standard Metal Finish TBD
		Adds Accessories To B/B/F Ped	~			No Selection of Option
		Pedestal B/B/F Front/Lock Options	GO Standard			GO Standard Front / Pull TBD
		Pedestal Locks B/B/F - W/Security Option Available	...			Skipped Option
					Group Subtotal -	\$4,768.00
TS5						
43	2	CG-V8F3	\$2,809.00	60.00 %	\$1,123.60	\$5,618.00
		 36"Wx23 1/2"Dx77 3/8"H Double Door Storage Cabinet 6 High, with 5 Adjustable Shelves				\$2,247.20
		Pull Options for Double Door Storage Cabinet	GO Standard			GO Standard Front / Pull TBD
		Finish Selections by Manufacture (Paint Color)	GO Standard			GO Standard Metal Finish TBD
		Key Series Options	...			Skipped Option
		Key-Alike Request Option	...			Skipped Option
					Group Subtotal -	\$2,247.20
Surcharge						
44	1	Surcharge	\$3,505.18	0.00 %	\$3,505.18	\$3,505.18

Doreen Hatter
dhatter@libraryinteriorsinc.com
973-780-7922

Sales Contact: Ryan McAuliffe
Rep: FDR
Project Name#: West Orange PL / SCNJ

Date 11/29/2022
Expiration: 2/28/2023

State Of New Jersey Contract #T408176 A81631
Pricing and lead time based on standard fronts, finishes, laminates, locks and grade 1 fabrics. Lead time starts after receipt of clean PO. Discounting based on entire project and one PO / Shipment. Standard freight included. To ensure accuracy, please review this quote in its entirety and include the quote or quote number on the purchase order.

Lead time: 20-25 working days

Pages: 12

Line #	Qty	Part Number	List	Discount %	Net	Extended List Extended Net
SCNJ Surcharge (6% of product net)						\$3,505.18

Group Subtotal - \$3,505.18

Total List \$149,554.18

Thank you for your interest in Great Openings. We look forward to supporting you on this project.
If you would like to place an order, please email your purchase order to: goorders@greatopenings.com

Total Net \$61,924.78

RESOLUTION

Whereas, the Township of West Orange
(formal name of organization)
desires to apply for and obtain a grant from the New Jersey Department of Community Affairs
for approximately \$37,209.68 to carry out a project _____
(dollar amount of request)
to replace the dugouts at Degnan Park in West Orange, NJ.
(briefly describe the project)

Be it therefore RESOLVED,

- 1) that the Township of West Orange
(formal name of organization)
does hereby authorize the application for such a grant; and,
- 2) recognizes and accepts that the Department may offer a lesser or greater amount and therefore, upon receipt of the grant agreement from the New Jersey Department of Community Affairs, does further authorize the execution of any such grant agreement; and also, upon receipt of the fully executed agreement from the Department, does further authorize the expenditure of funds pursuant to the terms of the agreement between

Township of West Orange

(formal name of organization)

and the New Jersey Department of Community Affairs.

Be it further RESOLVED that the persons whose names, titles, and signatures appear below are authorized to sign the application, and that they or their successors in said titles are authorized to sign the agreement, and any other documents necessary in connection therewith:

(signature)
Robert D. Parisi

(type or print name)
Mayor

(title)

(signature)
Karen J. Carnevale

(type or print name)
Municipal Clerk

(title)

CERTIFICATION:

I, Karen J. Carnevale, the Municipal Clerk,
(name of Board Secretary / Government Clerk) (title of position - Board Secretary or Government Clerk)
of Township of West Orange
(formal name of organization)
hereby certify that at a meeting of the Board of Directors / Governing Body held on 12/20/2022
(meeting date)
the above *RESOLUTION* was duly adopted.

AFFIX GOV'T,
CORPORATE OR
NOTARY SEAL

(12/03)

(Signature of Secretary of the Board of Directors or Government Clerk)

RESOLUTION

WHEREAS, the Township of West Orange (the “Township”) desires to enter into a Services Agreement with G-Tech also known as Goose Control Technology of NJ Inc. (“Goose Control Technology”) to provide services related to the control of nuisance-related Canadian Geese and other related health issues at: (i) Degnan Park; (ii) Stagg Field; and (iii) the Oskar Schindler Performing Arts Center (collectively the “Sites”); and whereas

WHEREAS, the proposed Services Agreement (the “Agreement”) consolidates the scope of services previously entered into with Goose Control Technology as separate agreements; and

WHEREAS, Goose Control Technology has been providing these services to the Township for more than twenty (20) years; and

WHEREAS, the Township desires to retain Goose Control Technology for the year 2023 to provide goose egg treatment at the Sites for \$3,000 and \$450 for permits facilitation/record keeping, \$4,500 for nuisance Canada goose removal, if enacted and to coordinate a volunteer nest site identification program for a flat rate of \$500, if enacted, for a total contract amount not to exceed \$8,450, as set forth in the Agreement annexed hereto as Exhibit “A;” and

WHEREAS, the Township Engineer and the Health Officer reports that Goose Control Technology has performed in a satisfactory manner in the past; and

WHEREAS, the contract price set forth in the Agreement falls below the bid threshold, the award of the Agreement is exempt from the requirements of the Local Public Contracts Law.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Mayor be and hereby is authorized to execute the annexed agreement with Goose Control Technology for a term of one (1) year during 2023 and at a rate not to exceed \$8,450 for the services as described herein and in the annexed Agreement; and be it further

RESOLVED that a copy of this resolution shall be available in the Clerk's office in accordance with applicable law.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: December 20, 2022

I hereby certify funds available from Account No. 01-2010-00-7101-200

John O. Gross, Chief Financial Officer

GOOSE CONTROL TECHNOLOGY

A Division of Animal Damage Control Systems LLC.

SERVICE CONTRACT- 2023

THIS AGREEMENT is made as of **January 1, 2023** between **The Township of West Orange (Client)** whose address is **66 West Main Street, West Orange, NJ, 07052** and **Goose Control Technology (Consultant/ Contractor)**

In consideration of the mutual covenants contained in this agreement, Client and Contractor agree as follows:

1. **Services.** Consultant agrees to provide Client with the services necessary to legally abate and control nuisance-related Canada Geese problems on the subject property located at **all municipal properties** Contractor agrees to perform such services under the terms and conditions set forth in this contract.
2. **Compliance with Law.** Consultant shall be responsible for obtaining permits, on behalf of the Client, from the United States Fish and Wildlife Service ("USFWS"), or any other state or local permitting authority, if required. Said permit(s) shall authorize the Client, as the permit holder, to engage in the lawful control, management and/or removal of Canada geese located on the Property. Upon the issuance of the permit(s), Client shall be solely responsible for the permit(s) and shall keep same on the Premises at all times. Contractor will provide all relevant records and information necessary for Client to maintain the permit(s) and ensure compliance of same. Consultant's failure to obtain said permit(s) on behalf of the Client for reasons beyond the control of the Consultant shall not be deemed a breach of the terms and conditions of this Contract, but this agreement shall terminate and consultant shall promptly return any fee received.
3. **Duties.** Contractor agrees to perform any and all services, pursuant to the terms of the permit(s) and all applicable federal, state and local regulatory guidelines, necessary to reduce and or eliminate the Canada Geese population from the subject Property. These services may include harvest management programs, habit management programs, hazing/harassment programs, nest treatment and, if deemed appropriate, removal and lawful disposal of Canada geese. Contractor shall provide all equipment, materials and personnel necessary to facilitate any and all of these services. Upon Consultant's on-site evaluation, the parties agree that the specific services to be provided in this Contract are as follows:

Egg Treatment @ 3 sites - \$3,000.00
Permit facilitation/Record Keeping - \$450.00
Removal of Resident geese - \$4,500.00 – only at client's request
Volunteer management - \$500.00 – only at client's request
4. **Term.** The duration of this Agreement shall be for one year commencing on, or as the parties to this Agreement shall otherwise agree.

5. **Compensation.** As compensation for the services performed under this Agreement, the Client shall pay Contractor the total sum of \$3,450.00 for, permit processing and egg treatment, 50% of which shall be paid upon the execution of this agreement and the balance upon completion of selected services.

6. **Access and Security.** Client agrees that Consultant shall have reasonable access to the Property for the purpose of performing such services as described herein. Client agrees to provide the security necessary to enable Contractor to perform its services and shall take all reasonable steps to prevent any interference by third parties in the abatement program. In the event that the Contractor cannot perform its services as a result of third-party interference and through no fault of either party, Contractor shall be entitled to payment of one-half of the total sum of compensation due under the contract as provided in paragraph 5 of this Agreement.

7. **Force Majeure.** Except as otherwise provided in this Agreement, neither party shall be liable to the other for failure to perform its obligations under this Agreement due to fire, flood, strikes, or other industrial disturbances, accidents, war, acts of God or other causes beyond the reasonable control of the parties including changes in the law concerning Canada Geese control and abatement activities.

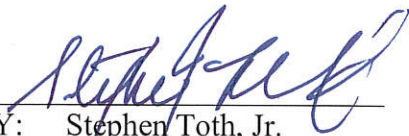
8. **Warranties and Representations.** Contractor agrees to provide conscientious, competent and diligent services and will take all reasonable and lawful steps to effectively abate the nuisance-causing geese. However, Contractor does not and cannot warrant any result or final outcome for the services that it performs herein.

9. **Relationship of Parties.** The parties intend that Contractor, in performing services specified in this Agreement, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. Contractor shall be free to contract for similar services to be performed for other employers while Contractor is under contract with the Client. Contractor is not to be considered an agent or employee of Client and is not entitled to participate in any pension plans, bonus, stock, or similar benefits that Client may provide for its employees.

10. **Liability.** Contractor shall take all precautions necessary for the safety of and prevention of damage to property on the Property and for the safety of and prevention of injury to persons, including Client's employees, Contractor's employees and third persons, on the Property. All work shall be performed entirely at Contractor's risk. Contractor agrees to carry, for the duration of this contract, public liability insurance in an amount, and with an insurer, acceptable to Client. Consultant shall name the Client as an additional insured on any insurance policies in place. Consultant also agrees to release, indemnify and hold harmless the Client from any losses for bodily injury and/or property damage, including attorneys' fees and expenses, arising out of or in any manner resulting from the services to be performed by the Consultant.

Goose Control Technology

Dated: _____


BY: Stephen Toth, Jr.
Principal Operating Officer

Karen Carnevale, Township Clerk
Dated: _____

Township of West Orange

BY: Mayor

RESOLUTION AUTHORIZING THE MAYOR OR BUSINESS ADMINISTRATOR TO EXECUTE AN AGREEMENT TO JOIN THE GARDEN STATE JOINT INSURANCE FUND FOR THE PERIOD OF JANUARY 1, 2023, THROUGH DECEMBER 31, 2025

WHEREAS, several local governmental units have collectively formed or are in the process of forming the Garden State Joint Insurance Fund, hereafter referred to as the “FUND”, as such an entity authorized and described in NJSA 40A:10-36 et seq. and the administrative regulations promulgated pursuant thereto and:

WHEREAS, the TOWNSHIP OF WEST ORANGE has agreed to become a member of the FUND in accordance with and to the extent provided for in the bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, be it resolved;

1. The TOWNSHIP OF WEST ORANGE accepts the FUND’S bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of the said bylaws and the pertinent statutes and Administrative Regulations pertaining to same and as set forth in the Risk Management Plan.
2. The TOWNSHIP OF WEST ORANGE agrees to participate in the FUND with respect to the types of insurance listed in West Orange Township’s Resolution.
3. The TOWNSHIP OF WEST ORANGE agrees to become a member of the FUND for an additional period not to exceed three (3) years, beginning January 1, 2023, to December 31, 2025, the commencement of which shall coincide with the effective date of the FUND’S operation and coverage, or the effective date of membership, whichever occurs later.
4. The TOWNSHIP OF WEST ORANGE certifies that it has never defaulted on any claims if self-insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date thereof.
5. In consideration of membership in the FUND the TOWNSHIP OF WEST ORANGE agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbatim counterpart of this Agreement and by execution hereof the full faith and credit of the TOWNSHIP OF WEST ORANGE is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the bylaws thereof, this Agreement, the Fund’s Risk Management Plan or any applicable Statute.
6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney’s fees and/or Court costs the TOWNSHIP OF WEST ORANGE agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The TOWNSHIP OF WEST ORANGE and the FUND agree that the FUND shall hold all monies paid by the TOWNSHIP OF WEST ORANGE to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with NJAC 11:15 2.1 et seq.

8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:

- Workers' Compensation and Employer's Liability.
- General Liability including law enforcement and public officials' liability.
- Motor vehicle liability.
- Property damage (buildings, contents, equipment, and motor vehicle).
- Inland Marine Coverage.
- Non-Owned Aircraft Liability.
- Cyber Liability.
- Disaster Management Services.
- Unmanned Aerial Systems (optional)*
- Hull and P&I (optional)*
- Marina Liability (optional)*
- Site Pollution Liability (optional)*
- UST Liability (optional)*

**Optional, subject to underwriting approval and receipt, review, and acceptance of separate completed applications*

The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A: 10-36, NJAC 11:15.2 et seq., NJSA 40A: 5-1 and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense and excess insurance or reinsurance premiums for each such risk or liability or as "surplus" as such term is defined by NJAC 11:15-2.2.

9. The Mayor or Business Administrator is hereby authorized to execute the agreements necessary to effectuate the Township's membership in the FUND.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: December 20, 2022

RISK MANAGEMENT CONSULTANTS AGREEMENT

THIS AGREEMENT entered into this 20th day of December, 2022 , between the **Township of West Orange** (hereinafter referred to as GOVERNING BODY and **Foundation Risk Partners Corp. dba Fairview Insurance Agency Associates** (hereinafter referred to as the CONSULTANT.)

WHEREAS, the CONSULTANT has offered to the GOVERNING BODY professional risk management consulting services as required by the Garden State Municipal Joint Insurance Fund, and;

WHEREAS, the GOVERNING BODY desires these professional services pursuant to the resolution adopted by GOVERNING BODY at a meeting held on - December 20, 2022, and;

NOW, THEREFORE, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
 - a. Assist the GOVERNING BODY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk of loss.
 - b. Assist the GOVERNING BODY in understanding the various coverages available from the JIF.
 - c. Review with the GOVERNING BODY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the GOVERNING BODY' S authorization, place such coverages outside the FUND.
 - d. Assist the GOVERNING BODY in the preparation of applications, statements of values, and similar documents requested by the Insurer, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
 - e. Review Certificates of Insurance from contractors, vendors and professionals when requested by the GOVERNING BODY.

- f. Review the GOVERNING BODY' S assessment as prepared by the FUND, assist the GOVERNING BODY in the preparation of its annual insurance budget.
- g. Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) municipal safety committee meeting per annum to promote the safety objectives and goals of the GOVERNING BODY and the FUND.
- h. Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT' S involvement does not include the work normally done by a public adjuster.
- i. Perform any other risk management related services required by the FUND.

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE: During the performance of this Contract, the Contractor agrees to comply with the requirements of N.J.S.A. 10:5-31 et seq., N.J.A.C. 17:27) as follows:

a. 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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 provisions of this nondiscrimination clause.

b. 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, gender identity or expression, disability, nationality or sex.

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

d. 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.

e. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

g. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

h. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

i. The contractor and its subcontractor shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C.17:27.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a. The CONSULTANT shall be paid a fee as compensation for services rendered an amount equal to seven percent (7%) of the GOVERNING BODY' S annual assessment as promulgated by the JIF. Said fee shall be paid to the CONSULTANT by the JIF within thirty (30) days of payment of the GOVERNING BODY' S assessment.
- b. For any insurance coverages authorized by the GOVERNING BODY to be placed outside the FUND, the brokerage commissions paid to the CONSULTANT will come from the insurance company. The premiums for said policies shall not be added to the JIF' s assessment in computing the fee outlined in 2(a).

3. The term of this Agreement shall be for three (3) years.

ATTEST:

FOR MEMBER:

Karen J. Carnevale, R.M.C.

John O. Gross, Business Administrator

ATTEST:

CONSULTANT:

**FAIRVIEW INSURANCE AGENCY
ASSOCIATES**



**PROPERTY & CASUALTY
INSURANCE RENEWAL PROPOSAL**

For

Township of West Orange

Effective: January 1, 2023

Presented By:

Fairview Insurance Agency Associates, Inc.

and

Garden State Municipal Joint Insurance Fund

c/o

NIP Management Services, LLC

GSMJIF 2023 INSURANCE RENEWAL PROPOSAL

Member: Township of West Orange

Effective Date: Jan. 1, 2023

*Disclaimer – The abbreviated outlines of coverages used throughout this Insurance Summary are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read the **GSMJIF Excess Insurance Policies** for specific details of coverages. In the case of any discrepancy between this document and the actual policies of insurance, the terms and conditions of the policies will apply.*

<u>Line Of Business</u>	<u>Annual Assessment</u>
All Standard GSMJIF Insurance Lines, as indicated on page 3.	\$998,924
Environmental, EANJ & Other Costs:	\$15,436
Annual Assessment:	\$1,014,360

Note: Annual Assessment is payable in three installments:
25% on January 1, 25% on April 1, and 50% on August 1.

OVERVIEW

Coverage:

☒	Property Coverage
☒	Equipment Breakdown Coverage
☒	Inland Marine Coverage
☒	Crime Coverage / Public Officials Bonds
☒	General Liability Coverage
☒	Automobile Coverage
☒	Law Enforcement Liability Coverage
☒	Workers Compensation Coverage
☒	Public Officials / Employment Practices Liability
☒	Non-Owned Aircraft Liability
☒	Cyber Liability
☒	Disaster Management Services
☐	Unmanned Aerial Systems (optional)
☐	Hull and P&I (optional)
☐	Marina Liability (optional)
☒	Site Pollution Liability (optional)
☒	UST Liability (optional)

FINANCIAL STABILITY RATING INFORMATION

The Garden State Municipal Joint Insurance Fund

Financial Stability Rating

AA, Unsurpassed

PARTICIPATING INSURERS

	<u>Rating</u>	<u>Financial Size</u>	<u>Outlook</u>
APIP provides excess Property, Auto Physical Damage, and Equipment Breakdown coverages.	A++ (Superior)	XV	Stable
Safety National Group provides General Liability, Auto Liability, Employee Benefits Liability, Employment Practices, Public Officials Liability, Law Enforcement Liability, Excess Workers Compensation and Employers' Liability Coverage	A+ (Superior)	XIII	Stable
Kinsale Insurance Company provides Excess Law Enforcement Liability over Safety National policy	A (Excellent)	IX	Stable
Allied World Assurance Company provides \$5 Million limit Excess liability over the Safety National and Kinsale policies except Workers' Compensation coverage A.	A (Excellent)	XV	Positive
Fidelity and Deposit Company of Maryland provides Crime and Public Officials Bonds coverages Put A.A. (60% lead) at top of Global's list:	A+ (Superior)	XV	Stable
	A (Excellent)	XV	Positive
Global Aerospace, Inc., provided by participating insurers:			
National Indemnity Company of the South	A++	XV	Stable
American Alternative Insurance Corporation	A+	XV	Stable
Tokio Marine America Insurance Company	A++	XV	Stable
American Commerce Insurance Company provides Non-Owned Aircraft Liability coverages	A	XI	Stable
Arthur J Gallagher (UK) Limited (100% XLC Syndicate) provides insurance-backed Disaster Response Services coverage			
Allied World Assurance Company provides optional Site Pollution Liability coverages	A (Excellent)	XV	Positive
ACE American Insurance Company provides optional Underground Storage Tank Pollution Liability coverage	A++ (Superior)	XV	Positive
Beazley Insurance Company provides Cyber Liability	A (Excellent)	XIV	Stable
XL Insurance Company provides excess cyber liability over Beazley	A+ (Superior)	XV	Stable

PROPERTY COVERAGE

Policy Limit	\$350,000,000
Member's Maximum Limit/Occur.	\$104,565,090 *

* Blanket Limit is based on Total B&C Values submitted
(An additional **Contractors Equipment** limit is shown on page six).

Important Note: All Building Locations, Vehicles & Contractors (Mobile) Equipment property must be specifically scheduled and on file with the GSMJIF to be covered for the indicated property perils.

GSMJIF Deductible:	\$100,000/Occur.
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Member's Deductible:	\$5,000/ occur., except as stated below
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Causes of Loss:	"All Risk" Including Earthquake & Flood, Subject To All Policy Terms, Conditions, & Exclusions
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Terrorism – in accordance with the Federal
guidelines established under the "Terrorism
Risk Insurance Act of 2002"

Co-Insurance:	None. Agreed Value Applies
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Valuation:	Replacement Cost, except Contractors Equipment- the lesser of Replacement Cost and Value Reported
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Earthquake & related:	\$25,000,000/ occurrence and shared annual aggregate
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Deductible:	\$100,000 Deductible Each Occurrence
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PROPERTY COVERAGE (cont'd)

Flood (incl. Sewer Back-up): \$25,000,000/ occurrence and shared annual Aggregate, except:
\$2,500,000/ Occur. – Zone 'A' and 'V' Locations

Deductible:

Flood Zone 'A' and 'V': \$250,000 per occurrence

(inclusive of all 100-year exposures)

Tidal Wave wash \$250,000 per occurrence

All Other Locations: \$100,000/occur. **(GSMJIF)**
\$5,000/occur. **(Member)**

**as Classified under the National Flood Insurance Program*

Coverage Extensions:

Newly Acquired Location \$25,000,000 - Building & Contents
120 Days to Report to Company

Personal Effects: Included in Policy Limit

Property Off Premises \$25,000,000

Personal Property of Others Included in Policy Limit

Outdoor Property- \$1,000,000 (\$25,000 max. for any one tree,
trees, shrubs & plants shrub, or plant). Specified Perils only.

Other – per policy definitions

Accounts Receivable Included in Policy Limit

Valuable Papers & Records Included in Policy Limit

Property In Transit \$25,000,000

PROPERTY COVERAGE (cont'd)

Ordinance or Law	
Loss to Undamaged Portion	Included in Policy Limit
Increased Cost of Construction	\$50,000,000
Demolition Cost	\$25,000,000
Computers & Communication Equipment	Included in Policy Limit
EDP Data and Media	\$10,000,000
Fine Arts (includes Art of Others in care/custody/control at Insured Premises)	\$2,500,000
Business Income, any one occurrence	
Member-reported value for B.I.	\$100,000,000
Limit if not reported	\$250,000/ Member
Extra Expense, any one occurrence	
Per Member	\$50,000,000
All Members	Policy Limit
<u>Contractors Equipment –</u>	Policy Limit maxim. / occurrence
specific amounts of insurance, per item, as per schedule on file with the Company, not to exceed in any one occurrence	Members' Schedule: \$2,981,441 - <i>scheduled items only</i>
Newly Acquired Equipment -	\$100,000 Equipment Rental Expense \$1,000,000 maxim. <i>subject to 60 Day reporting to Company</i>
<u>Renovations:</u>	
Maxim. Per Construction Site	\$25,000,000
Maxim. All Construction Sites	\$25,000,000
Temporary Storage location	\$25,000,000
B.R. Property in Transit	\$25,000,000
<u>Course of Construction (Builders Risk):</u>	<i>Prior Application to Company required.</i>
Maxim. Per Construction Site	\$25,000,000
Maxim. All Construction Sites	\$25,000,000
Temporary Storage location	\$25,000,000
B.R. Property in Transit	\$25,000,000
* Frame Construction (if approved)	\$25,000,000
Newly Acquired Buildings	\$50,000,000 (except vacant) with <i>120 Days maxim. to Report to Company</i>

PROPERTY COVERAGE (cont'd)

Money & Securities per occurrence	\$500,000 (specified perils)
Watercraft (on premises)	As reported and scheduled
Errors & Omissions	\$50,000,000 (subject to Policy limitations)
Traffic & Street Lights, Traffic & Street Signs, And Parking Meters— only if values reported by member on schedule	Included in Policy Limit - any one occurrence (optional)
Utility Services – Direct Damage	\$25,000,000
Utility Services – Time Element	\$25,000,000 (24 Hour deductible)
Overhead Transmission Lines - within 1,000 ft. of Covered Location:	Included in Policy Limit
>1,000 ft. from Covered Location:	Must be Reported on Locations Schedule
Ltd. Fungus/ Bacteria/ Wet & Dry Rot	\$100,000, if damage is a direct result of a covered peril; \$1,000,000 shared Aggreg.

WINDSTORM DEDUCTIBLE - For “Named Windstorm” events:

Tier 1 Locations: Atlantic, Bergen, Cape May, Cumberland, Essex, Hudson,
Middlesex, Monmouth, Ocean, Union Counties.

Tier 2 Locations: Burlington, Camden, Mercer, Passaic, Salem, Somerset Counties.

Member’s/ JIF Deductible: Tier 1: 2% total insurable value per unit deductible
Subject to a minimum deductible of \$250,000
Tier 2: \$250,000/ occur.

Other Locations: All Other counties:

GSMJIF Deductible: \$100,000

Member’s Deductible: \$5,000

‘Location’ means physical location of the building(s) involved in the loss

EQUIPMENT BREAKDOWN COVERAGE

Comprehensive Coverage applies to sudden and accidental “Breakdown” to “Covered Equipment”.

Limit Of Liability:	\$100,000,000	Per Breakdown
GSMJIF Deductible:	\$10,000 minim. plus 4 tiers from \$50,000 to \$350,000 based on HP size or heating surface area (boilers)	
Member’s Deductible:	\$5,000	Direct Damage, except 24 hrs. For B.I./ E.E./ Utility Inter.

Coverage Extensions (Sublimit):

Property Damage	Included within Policy Limit
Perishable Goods (spoilage):	Included within Policy Limit
Computer Data / Media:	\$10,000,000
Hazardous Substances:	\$10,000,000
Expediting Expenses:	\$50,000,000
Service/Utility/Off Premises Power Interruption:	\$10,000,000
Business Income:	Included within Policy Limit
Extra Expense:	Included within Policy Limit
Ordinance or Law/ Demolition Increased Cost of Construction	Included within Policy Limit \$50,000,000
Error in Description	Included within Policy Limit
Water Damage	Included within Policy Limit
Newly Acquired Locations:	\$25,000,000
Production Machinery:	Included
Other:	Per Policy forms

CRIME COVERAGE

Coverage: Commercial Crime Coverage

<u>Form</u>	<u>Limit</u>	<u>Member Deductible</u>
Coverage "O" – Employee Dishonesty:	\$1,000,000	\$1,000
Coverage "B" – Depositors Forgery Or Alteration:	\$1,000,000	\$1,000
Coverage "C" – Money & Securities:	See: Property Section	
Coverage "F" – Computer Fraud:	\$1,000,000	\$1,000

Coverage Extensions:

Faithful Performance of Duties (except Police / Fire Dept. personnel)

Extension to Coverage "O" Employee Dishonesty –
Excess Limits over Statutory Bonded Officials *

Extension to Coverage Form "F" Computer Fraud -
Funds Transfer Fraud Endorsement (including electronic means)

Non-Compensated Officers or Directors Extension – extends the definition of 'employee'
to include non-compensated officers or directors.

Fraudulent Impersonation:	\$50,000	\$1,000
Includes Impersonation of Employees, Customers, Vendors		

CRIME COVERAGE (cont'd)

Public Official Position Bonds: (OPTIONAL)

Coverage is optionally extended to Positions “required by statute” to be bonded. Coverage is subject to prior receipt & approval of List of prior bonds/ Position Titles/ employee names/ bond (minimum statutory) amounts.

Note: updated, signed/ witnessed bond applications are required for statutory bonded positions requiring a minimum limit of \$200,000 and higher.

No deductible will apply to this extension.

Note: Crime Coverage is subject to Member maintaining adequate controls, which include full countersignature procedures, outside audit, and reconciliation of accounts by someone not authorized to deposit or withdraw funds. Subject to receipt review and acceptance of bond schedule and application.

GENERAL LIABILITY

Limits of Liability:	\$15,000,000 Each Occurrence Limit – Bodily Injury & Property Damage Liability \$15,000,000 Member Annual Aggregate
Coverage Form:	Occurrence form
GSMJIF Retention:	\$500,000
Member's Retention	\$50,000
Forms and Endorsements:	Products/ Completed Operations Liability Employee Benefits Liability Incidental Medical Malpractice coverage as per the coverage form Knowledge & Notice of Occurrence/ Unintentional Errors & Omissions Fire Legal Liability - \$2,500,000 Host Liquor Liability
Special Extensions:	Owned Watercraft Liability – up to 50 ft length - <i>only if equipment reported / scheduled</i> Failure to Supply Water and Sewer Utilities Garage Keepers Legal Liability – \$2,500,000 sub-limit Sexual Abuse/ Molestation
Exclusions:	Airports, Aircraft, Aviation's Activities Exclusion Hospitals/Clinics Incidental Medical Malpractice Exclusion Pollution Exclusion Other – per Excess policy forms

AUTOMOBILE COVERAGE

AUTOMOBILE LIABILITY

Liability Limit: \$15,000,000 Combined Bodily Injury & Property Damage
Including Hired & Employers Non-Ownership Liability

Symbols: Arising out of the ownership or use of Any Auto.

Other Limits:

Personal Injury Protection \$NJ Statutory Minimum limits

Uninsured/ Underinsured Motorists \$NJ Statutory Minimum limits

GSMJIF Retention: \$500,000

Member's Retention: \$50,000

Total # Of Vehicles Reported/ Covered for Liability: 169* units

** As reported by member.*

AUTOMOBILE PHYSICAL DAMAGE

Coverage: Collision and 'Other than Collision'

Covered Vehicles: As Scheduled and Approved Only

Newly Acquired: \$10,000,000 max / unit – 90 Days Reporting Required

GSMJIF Retention: \$500,000

Member's Retention:

Collision: \$5,000

Other Than Collision: \$5,000

Total # Vehicles Reported/ Qualified for Physical Damage: 118* units

** As reported by member.*

Valuation: Actual Cash Value, except Replacement Cost as respects
Scheduled Fire & Ambulance Emergency vehicles.
(maximum subject to value reported to JIF).

LAW ENFORCEMENT LIABILITY COVERAGE

Limits of Liability:	\$15,000,000 – Each Occurrence Limit \$15,000,000 – Member Annual Aggregate
Coverage Form:	Occurrence
GSMJIF Retention:	\$500,000
Member's Retention:	\$20,000 Deductible, plus 20% Co-insurance, capped at \$50,000 Maximum Retention
Extensions / Exclusions:	Per policy forms

WORKERS' COMPENSATION COVERAGE

Workers' Compensation:	NJ State Statutory Benefits
Employers Liability:	Bodily Injury by Accident – \$15,000,000 Each Accident Bodily Injury by Disease – \$15,000,000 Policy Limit
GSMJIF Retention:	\$1,000,000 – Workers' Compensation \$1,000,000 – (Employers Liability)
Member's Retention:	\$250,000
Claims Service Company:	Qual-Lynx/NIP Management Services, LLC
Total Reported Payroll * :	\$35,942,010

** As reported by member.*

PUBLIC OFFICIALS (E&O) & EMPLOYMENT PRACTICES LIABILITY COVERAGE

Limits of Liability: \$15,000,000 Each Claim
\$15,000,000 Member Annual Aggregate

Coverage Form: Claims Made

Defense: Outside the Limit of Liability

GSMJIF Retention: \$500,000/ claim (POL/ E&O/ EPL/SHL)
Defense costs are included in retention

Member's Retention:

POL: \$20,000 Deductible, plus 20% Co-insurance, capped at \$50,000 Maximum Retention

EPL: \$20,000 Deductible, plus 20% Co-insurance, capped at \$50,000 Maximum Retention

Coverage:

Sexual Harassment of employees/volunteers

Professional Services coverage –
included for (not limited to):
Employed Lawyers, Municipal Engineers,
Licensed Sewer Operators.

3rd Party EPL coverage included

Additional Insured Extension – for approved and
scheduled 'quasi' public entities, *subject to prior submission & approval of entity's By-Laws.*

Non-Monetary, Declaratory Relief and Injunctive
Relief Claims Excluded

Other – per policy forms

Prior Acts Coverage: January 1, 2007

MULTI-LINE CLASH COVERAGE

Lines:	Applies when Two or More Sections of Coverage Apply to a Covered Loss: - General Liability - Auto Liability - Law Enforcement Liability - Public Officials Liability - Employment Practices Liability - Employee Benefits Liability - Workers' Compensation - Employers' Liability
GSMJIF Retention:	The largest self-insured retention of any impacted policy shall apply
Member Retention:	Only one (1) Retention shall apply

DISASTER MANAGEMENT SERVICES COVERAGE

Limits of Liability: \$10,000,000 Per Occurrence
\$20,000,000 Annual Aggregate

Coverage Form: Occurrence

GSMJIF & Member Retention: \$0

Service Provider: All services will be coordinated and/or subcontracted by:
Disaster Management International

Coverage: "Subject to the terms, conditions and exclusions of this policy, the Insurer will reimburse the Service Provider for the Expenses incurred in the provision of Services to the Insured following a Natural Disaster, Man-Made Disaster, Active Shooter Incident, or Act of Terrorism which results in five or more fatalities and/or Critical Injuries"

Services Provided:

- On-site management of the incident
 - Establish command center
 - Medical services coordination
 - Communication between the victims and their immediate families
 - Transportation as needed
 - Repatriation - excess if other coverage is in existence; primary if not.
 - Assist with locating victims
 - Evacuation coordination
 - Behavioral health services as needed
 - Assist with international challenges
- Incident coordination at the entity's principal location of business
 - Liaison between the incident site (command center) and entity.
 - Coordinate resources and communication other applicable carriers
 - Travel and accommodation coordination
- Family Assistance
 - Liaison between the entity and each immediate family member
 - DMI representative on site at or nearby each immediate family member
 - Behavioral health services as needed
- Media management
 - Liaison between incident site, entity and media representative

NON-OWNED AIRCRAFT LIABILITY COVERAGE

Insurer:	Global Aerospace
Limits of Liability:	\$5,000,000 Each Occurrence Bodily Injury & Property Damage Liability \$5,000,000 Annual Aggregate
Coverage Form:	Occurrence Any aircraft up to 20 total seat capacity
Extensions:	Medical Expenses - \$5,000/ passenger
Retention:	\$0 (GSMJIF & Member)
Exclusions:	Per policy forms

CYBER LIABILITY COVERAGE

Insurer:	Beazley & XL
Limits of Liability:	\$3,000,000 Each Claim \$3,000,000 Member Aggregate \$1,500,000 Breach Response \$750,000 System Failure
Coverage Form:	Claims Made
Coverages:	Information Security & Privacy Liability Privacy Notification Costs Regulatory Defense and Penalties Website Media Content Liability PCI Fines and Costs Data Protection Loss Business Interruption Loss
Deductible:	\$25,000 (GSMJIF & Member)
Exclusions:	per policy forms
Retroactive Date:	January 1, 2014

Property, Auto Physical Damage, Boiler & Machinery, and Cyber Liability coverages are effective 7/1/2022 through 7/1/2023 unless otherwise modified. Coverage effective 7/1/2023 is subject to review and underwriting and may result in changes to assessments, retentions, limits, terms, and conditions, or non-renewal at the discretion of JIF or excess carrier underwriters.

UST POLLUTION LIABILITY COVERAGE

Insurer: **ACE American Insurance Company**

COVERAGE LOCATIONS

GSMJIF Member locations and Underground Storage Tanks, as scheduled and approved by Carrier.

Note: coverage is site and tank specific; no coverage provided for locations/tanks not reported/scheduled.

COVERAGES

Bodily Injury or Property Damage caused by a storage tank incident, including Corrective Action Costs and Legal Defense Expense.

Policy Form: CLAIMS MADE AND REPORTED

Defense Costs and Expenses are within Limits of Liability

POLICY LIMITS

\$1,000,000	Per Storage Tank Incident Limit
\$1,000,000	All Storage Tank Incidents Aggregate Limit
\$1,000,000	All Legal Defense Expenses Aggregate Limit
\$2,000,000	Total Policy Aggregate

DEDUCTIBLE

\$ 50,000 Per Storage Tank Incident

ENDORSEMENTS & EXCLUSIONS (Including but not limited to)

- Member-Specific Retro Date Endorsement
- Schedule of Covered Storage Tanks
- Closure, Removal, Replacement Amendatory end't
- Financial Responsibility Condition (compliance for NJS)
- Loading & Unloading Coverage (reporting requirement)
- New Jersey State Amendatory endorsement
- New Jersey Cancellation and Nonrenewal
- Signature Form
- Terrorism Risk Insurance Act Endorsement
- Disclosure Pursuant To Terrorism Risk Insurance Act
- Trade Or Economic Sanctions Endorsement
- Common Policy Conditions
- OFAC Advisory Notice to Policyholders
- 5 Business Day Advanced Written Notice Required Before Repair, Close In Place and/or Removal of Covered Underground Storage Tanks

POLLUTION LIABILITY COVERAGE

Insurer:	ACE American Insurance Company
Limits of Liability:	\$1,000,000 Per Pollution Condition \$3,000,000 Per Member Aggregate \$25,000,000 Policy Aggregate \$1,000,000 per Member
Retention:	\$25,000 Per Pollution Condition
Coverage Form:	Claims Made and Reported Defense Costs/ Expenses within Limit
Coverage Locations:	GSMJIF Member locations as scheduled by endorsement, per the Schedule of Locations provided by participating Members to GSMJIF, subject to Carrier approval. Any properly permitted and licensed non-owned disposal site that has not been identified by the United States EPA National Priorities List (or equivalent list) and not undergoing voluntary or regulatory required remediation at the time the waste was received for disposal.
Coverage Sections:	Coverage A – New Pollution Conditions: <i>First and third-party bodily injury, property damage, remediation costs and associated legal defense expense arising out of a pollution condition on, at, under, or migrating from a covered location, provided that the pollution condition commences on or after the retroactive date.</i> Coverage B – Transportation Coverage <i>First and third-party bodily injury, property damage, remediation costs and associated legal defense expense arising out of a pollution condition resulting from transportation, provided that the claim is first made during the policy period or extended reporting period.</i> Coverage C – Non-Owned Disposal Sites Liability <i>Third-party claims arising out of a pollution condition at a non-owned disposal site, provided the claim is first made during the policy period or extended reporting period.</i>

Coverage Extensions:

Blanket Non-Owned Disposal Site (NODS) coverage, third party trigger only.

Transportation of Waste - first and third party

Terrorism Coverage for "Certified" Acts

EXCLUSIONS

(Including but not limited to)

- Asbestos and Lead Based Paint –*Third party coverage available with approved ACM/LBP management plan (additional cost)*
- Contractual Liability
- Divested Property
- Employer's Liability
- Failure to Follow Asbestos and/or LBP Management Plan and/or Fungi/Legionella Management Plan
- Fines and Penalties
- First Party Property Damage – *Does not apply to remediation costs*
- Fraud or Misrepresentation
- Indoor Environmental Conditions (Fungi/ Legionella) *
- Insured's Internal Expenses – *Does not apply to approved emergency costs*
- Intentional Non-Compliance
- Landfills, Recycling Facilities – *leased, owned or operated*
- Material Change in Risk
- Lead contaminated water
- Pre-Existing Conditions
- Underground Storage Tanks (*available via related GSMJIF program*)
- Other – per policy form

Endorsements:

- Notice of Cancellation (90-Days)
- Member-Specific Retro Date Endorsements
- * Indoor Environmental Conditions - Fungi and Legionella extension - *available on an optional basis at additional cost*

FOR IMMEDIATE RELEASE

Rachel Wilkins, *Communications Coordinator*

Email: rwilkins@demotech.com

Phone: 614-526-2170

**Demotech Affirms the Financial Stability Rating®
Assigned to
Garden State Municipal Joint
Insurance Fund**

Columbus, Ohio, December 17, 2019: The Financial Stability Rating® (FSR) of AA, *Unsurpassed* assigned to Garden State Municipal Joint Insurance Fund (GSMJIF) has been affirmed by Demotech, Inc. Demotech's evaluation of the historical operating results and capabilities of GSMJIF included a review of the integrity of the loss and loss adjustment expense reserves in its balance sheet, the liquidity and quality of its investment portfolio and the rigorous risk management protocols performed to mitigate the frequency and severity of incidents, among the more critical aspects evaluated.

According to Joseph L. Petrelli, President, Demotech, "In addition to the possessing balance sheet integrity to address the needs of its insureds, claimants are protected due to the joint and several liability of the individual member of GSMJIF. The business model of GSMJIF is shaped by regulations and statutes and implemented by informed professionals. The consistency of operations is critical to the assignment of a Financial Stability Rating®."

About The Garden State Municipal Joint Insurance Fund

The Garden State Municipal Joint Insurance Fund (GSMJIF) is a property and casualty fund, formed pursuant to N.J.S.A. 40A:10-36, currently serving 40 New Jersey municipalities covering 12 counties spanning the state.

The GSMJIF facilitates secure, long-term insurance coverage and risk management by utilizing underwriting, claims and litigation management practices which improve public and employee safety to lower the ultimate cost of risk. Each of these critical disciplines is overseen by experienced managers who work closely with service providers and the members of GSMJIF to work toward best-in-class operating results.

The GSMJIF has been administered by NIP Management Services, LLC, a division of NIP Group, Inc., since its formation 2002.

About Demotech

Demotech, Inc. is a financial analysis firm specializing in evaluating the financial stability of regional and specialty insurers. Since 1985, Demotech has served the insurance industry by assigning accurate, reliable and proven Financial Stability Ratings® (FSRs) for Property & Casualty insurers and Title underwriters. FSRs are a leading indicator of financial stability, providing an objective baseline of the future solvency of an insurer. Demotech's philosophy is to review and evaluate insurers based on their area of focus and execution of their business model rather than solely on financial size. Visit www.demotech.com for more information.

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2715 Tuller Parkway Dublin, Ohio 43017-2310
Tel: 614 761-8602 800 354-7207 Fax: 614 761-0906



GARDEN STATE MUNICIPAL JOINT INSURANCE FUND

INDEMNITY AND TRUST AGREEMENT

THIS AGREEMENT, made this day of January 1, 2023 in the County of ESSEX, State of New Jersey, By and Between the Garden State Municipal Joint Insurance Fund, hereinafter referred to as “FUND”, and the Governing Body of the **WEST ORANGE TOWNSHIP**, a duly constituted local unit of government hereinafter referred to as “MUNICIPALITY”;

WITNESSETH:

WHEREAS, several local governmental units have collectively formed or are in the process of forming a Joint Insurance Fund as such an entity is authorized and described in NJSA 40A:10-36 et seq. and the administrative regulations promulgated pursuant thereto and:

WHEREAS, the MUNICIPALITY has agreed to become a member of the FUND in accordance with and to the extent provided for in the bylaws of the FUND and in consideration of such obligations and benefits to be shared by the membership of the FUND;

NOW THEREFORE, it is agreed as follows:

1. The MUNICIPALITY accepts the FUND’S bylaws as approved and adopted and agrees to be bound by and to comply with each and every provision of the said bylaws and the pertinent statutes and Administrative Regulations pertaining to same and as set forth in the Risk Management Plan.
2. The MUNICIPALITY agrees to participate in the FUND with respect to the types of insurance listed in West Orange Township’s Resolution.
3. The MUNICIPALITY agrees to become a member of the FUND for an additional period not to exceed three (3) years, beginning January 1, 2023 to December 31, 2025, the commencement of which shall coincide with the effective date of the FUND’S operation and coverage, or the effective date of membership, whichever occurs later.
4. The MUNICIPALITY certifies that it has never defaulted on any claims if self insured and has not been canceled for non-payment of insurance premiums for a period of at least two years prior to the date thereof.



5. In consideration of membership in the FUND the MUNICIPALITY agrees that it shall jointly and severally assume and discharge the liability of each and every member of the FUND, all of whom as a condition of membership in the FUND shall execute a verbatim counterpart of this Agreement and by execution hereof the full faith and credit of the MUNICIPALITY is pledged to the punctual payment of any sums which shall become due to the FUND in accordance with the bylaws thereof, this Agreement, the Fund's Risk Management Plan or any applicable Statute.
6. If the FUND in the enforcement of any part of this Agreement shall incur necessary expense or become obligated to pay attorney's fees and/or Court costs the MUNICIPALITY agrees to reimburse the FUND for all such reasonable expenses, fees and costs on demand.
7. The MUNICIPALITY and the FUND agree that the FUND shall hold all monies paid by the MUNICIPALITY to the FUND as fiduciaries for the benefit of FUND claimants all in accordance with NJAC 11:15 2.1 et seq.
8. The FUND shall establish separate Trust Accounts for each of the following categories of risk and liability:
 - Workers' Compensation and Employer's Liability;
 - General Liability including law enforcement and public officials liability;
 - Motor vehicle liability;
 - Property damage (buildings, contents, equipment, and motor vehicle);
 - Inland Marine Coverage;
 - Non-Owned Aircraft Liability;
 - Cyber Liability;
 - Disaster Management Services;
 - Unmanned Aerial Systems (optional)*
 - Hull and P&I (optional)*
 - Marina Liability (optional)*
 - Site Pollution Liability (optional)*
 - UST Liability (optional)*

****Optional, subject to underwriting approval and receipt, review, and acceptance of separate completed applications***

The FUND shall maintain Trust Accounts aforementioned in accordance with NJSA 40A: 10-36, NJAC 11:15.2 et seq., NJSA 40A: 5-1 and such other statutes as may be applicable. More specifically, each of the aforementioned separate Trust Accounts shall be utilized solely for the payment of claims, allocated claim expense



and excess insurance or reinsurance premiums for each such risk or liability or as “surplus” as such term is defined by NJAC 11:15-2.2.

9. Each MUNICIPALITY who shall become a member of the FUND shall be obligated to execute this Agreement.

West Orange Township

BY: _____

DATE: _____



GARDEN STATE MUNICIPAL JOINT INSURANCE FUND
JOINT TRUST AGREEMENT AND RESOLUTION TO REJOIN

WHEREAS, a number of local governmental units in the State of New Jersey have joined together to form a Joint Insurance Fund as permitted by the Chapter 372 Laws of 1983 (40A:10-36); and

WHEREAS, the statutes and regulations governing the creation and operation of a Joint Insurance Fund contain elaborate restrictions and safeguards concerning the safe and efficient administration of the public interest entrusted to such a Fund; and

WHEREAS, the Governing Body of West Orange Township, has determined that membership in the Garden State Municipal Joint Insurance Fund (hereinafter referred to as the "Fund") is in the best interests of itself and its citizens; and

WHEREAS, the Governing Body of West Orange Township has previously executed a resolution to join the Garden State Municipal Joint Insurance Fund subject to the acceptance of its assessment;

NOW, THEREFORE, BE IT RESOLVED that the Governing Body of West Orange Township (hereinafter referred to as the "Municipality") does hereby resolve and agree to renew its membership in the Fund for a period not to exceed three (3) years beginning January 1, 2023 to December 31, 2025 for the purpose of establishing the following types of coverage:

- Workers' Compensation and Employer's Liability;
- General Liability including law enforcement and public officials liability;
- Motor vehicle liability;
- Property damage (buildings, contents, equipment, and motor vehicle);
- Inland Marine Coverage;
- Non-Owned Aircraft Liability;
- Cyber Liability;
- Disaster Management Services;
- Unmanned Aerial Systems (optional)*
- Hull and P&I (optional)*
- Marina Liability (optional)*
- Site Pollution Liability (optional)*
- UST Liability (optional)*

***Optional, subject to underwriting approval and receipt, review, and acceptance of separate completed applications**

BE IT FURTHER RESOLVED, that the Municipality has never defaulted on claims and has not been canceled for nonpayment of insurance premiums for a period of at least two years prior to the adoption of this Resolution; and



BE IT FURTHER RESOLVED, that the Mayor and the Municipal Clerk are authorized and directed to execute the Indemnity and Trust Agreement and such other documents signifying membership in the Fund and to deliver same to the Executive Director of the Fund with the express reservation that said document shall become effective only upon approval by the New Jersey Department of Insurance and the Department of Community Affairs.

ADOPTED:

I hereby certify that the above is a true and exact copy of the Resolution adopted by the Municipal Council of **West Orange Township** at their Regular Meeting held on;

Date: _____.

Signature

Township of West Orange | 2023 Insurance Renewal

Property & Casualty Renewal

Coverage	2022 GSMJIF Expiring		2023 GSMJIF Renewal	
	Limit	Deductible/SIR	Limit	Deductible/SIR
Property	\$99,983,028	\$10,000	\$104,565,090	\$5,000
Auto	# of Units: 170	Physical Damage: \$2,500 Liability: \$50,000	# of Units: 178	Physical Damage: \$5,000 Liability: \$50,000
Liability	\$15M	\$50,000	\$15M	\$50,000
Workers' Compensation	Payroll: \$35,237,265	\$250,000	Payroll: \$35,942,010	\$250,000
Public Officials Liability	\$15M	\$20,000 Deductible, plus 20% Co-Insurance, Capped @ \$50,000 Maximum Retention	\$15M	\$20,000 Deductible, plus 20% Co-Insurance, Capped @ \$50,000 Maximum Retention
Employment Practices Liability	\$15M	\$20,000 Deductible, plus 20% Co-Insurance, Capped @ \$50,000 Maximum Retention	\$15M	\$20,000 Deductible, plus 20% Co-Insurance, Capped @ \$50,000 Maximum Retention
Law Enforcement Legal Liability	\$15M	\$20,000 Deductible, plus 20% Co-Insurance, Capped @ \$50,000 Maximum Retention	\$15M	\$20,000 Deductible, plus 20% Co-Insurance, Capped @ \$50,000 Maximum Retention
Cyber Liability	\$3M Member Aggregate - See Proposal for Individual Claim Limits	\$50,000	\$3M Member Aggregate - See Proposal for Individual Claim Limits	\$25,000
Total Annual Assesment	\$957,342		\$1,014,360	

Township of West Orange | 2023 Insurance Renewal

GSMJIF Renewal & Analysis

Overall Analysis: The Township's three year agreement with the GSMJIF is up for renewal effective 1/1/2023. While the GSMJIF insurance renewal reflects a 5.96% increase in premium over expiring, the GSMJIF is the most competitive option (see the below Alternate Markets Approached). The insurance marketplace, as a whole and specifically for public entities, has seen significant premium increases due to increased and costly insurance claims among all lines of coverage.

Deductible Changes: The GSMJIF has *decreased* the Town's property deductible from \$10,000 to \$5,000 per claim while also increasing the Town's property limit by \$4.5M for the 10 Rooney Circle Property. The Cyber Liability deductible has also *decreased* from \$50,000 to \$25,000 per claim. The Auto Physical Damage deductible has *increased* from \$2,500 to \$5,000. This increase is JIF-wide (all members) due to a significant increase in auto claims.

Alternate Markets Approached

NJiiF

Will not be competitive with GSMJIF assessment and deductibles.

Travelers

Cannot provide current deductible plan and not competitive *without* including coverage for ancillary (Pollution, Storage Tank Liability & Cyber) coverages.

Township of West Orange
2023 Insurance Renewal
Presented By:



326-22
December 20, 2022

**RESOLUTION AUTHORIZING THE COLLECTOR OF TAXES TO REFUND PAYMENT
TO THE LISTED TAXPAYER DUE TO VETERAN EXEMPTION**

WHEREAS, the Assessor has granted a 100% Veteran Disabled exemption to parcels listed below and a letter of eligibility from the Veteran's Administration is on file in the Assessor's office showing the effective date of exemption.

WHEREAS, the owner or its mortgage servicer made payments after the date of exemption and tax refunds are due in the amounts listed below.

NOW, THEREFORE BE IT RESOLVED by the West Orange Township Council that the Collector of Taxes and Treasurer of West Orange, be and they are hereby authorized, empowered and directed to cause to be paid to the homeowners the tax refunds due:

Block	Lot	Address	Refund Due
52.03	3	35 Belgrade Terrace	\$4,342.00
54.01	30.02	202 Gregory Avenue	\$ 2,351.40
148.01	9	14 Amos Street	\$ 4,698.49

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: December 20, 2022

I hereby certify funds available from Account No. _____

John O. Gross, Chief Financial Officer

RESOLUTION AUTHORIZING THE TAX COLLECTOR TO CANCEL SMALL BALANCES

WHEREAS, N.J.S.A. 40A:5-17 allows for the cancellation of a delinquency of less than \$10.00 and,

WHEREAS, the governing body may authorize the Tax Collector to process, without further action on their part, any cancellation of 2022 annual delinquent charges of less than \$10.00.

NOW THEREFORE, BE IT RESOLVED, that the Governing Body of the Township of West Orange, County of Essex, State of New Jersey, hereby authorize the Tax Collector to cancel said amounts as deemed necessary.

BE IT FURTHER RESOLVED, that a certified copy of the Resolution be forwarded to the Tax Collector, the Chief Financial Officer and the Municipal Auditor.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: December 20, 2022

RESOLUTION

WHEREAS, pursuant to Chapter 25, Section 32.4, the Township of West Orange (“Township”) created the Special Improvement District within the Township; and

WHEREAS, pursuant to Chapter 25, Section 32.6 the Township Council designated the Downtown West Orange Alliance (the “DWOA”), a non-profit corporation, as the District Management Corporation for the Special Improvement District within the Township; and

WHEREAS, pursuant to Chapter 25, Section 32.7 the Board of Trustees for the DWOA is empowered to “[a]dopt and amend the bylaws, rules, regulations and policies in connection with the performance of its duties and the regulation of its affairs;” and

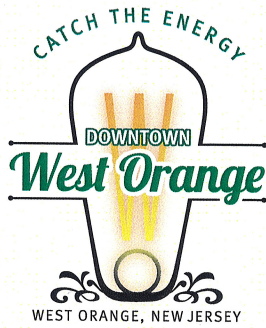
WHEREAS, the Board of Trustees has adopted on first reading, an amended proposed set of bylaws for the DWOA, annexed hereto as Exhibit “**A**” and provided the proposed bylaws for the Township’s review, comment, and approval.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the proposed amended bylaws for the DWOA annexed hereto as Exhibit “**A**,” are approved and endorsed by the Township of West Orange.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: December 20, 2022



Downtown West Orange Alliance

66 Main Street, West Orange, NJ 07052

Office: 973.325.4109

Fax: 973.325.6359

www.DowntownWO.com

THE VALLEY • SAINT MARK'S • TORY CORNER • EAGLE ROCK

December 13, 2022

Karen Carnevale
Municipal Clerk TWP of West Orange
66 Main Street
West Orange, NJ. 07052

Re: Downtown West Orange Alliance 2023 Proposed Budget

Dear Ms. Carnevale,

Attached please find The Downtown West Orange Alliance's (DWOA) 2023 proposed budget being presented on second reading during the Dec 20, 2022 Council meeting. Please forward to the township council and appropriate administration.

Thank you for your assistance in this matter.

Best Regards,

Megan Brill Executive Director

P: 973-325-4109

Email: Downtown@WestOrange.org

CC: John McElroy, Vice Chairman DWOA

Downtown West Orange Alliance

2023 Budget Narrative

Introduction

This year's budget totals \$258,000 and provides for an efficient and effective year full of planning, marketing, promotion, and organization strategy. The revenue contained in this budget is derived from a combination of Special Improvement Assessments, Township of West Orange contributions, fundraising efforts and surplus from 2022. We resumed our regular event schedule during the 2022 budget year and welcomed several new businesses to the downtown corridor. The West Orange Street Fair will be back as well as a few other events to round out the year. The downtown West Orange Alliance will continue to have more in person opportunities to meet up downtown.

Revenue

The assessment portion of this budget totals \$133,000.00¹ utilizing a 3- tier system as sanctioned by ordinance². The tiers are based on the type and location of the commercial properties within the downtown corridor. There is a total of 180 properties³ that provide commercial space for over 300 businesses. These businesses consist of Restaurants, Retail Stores, Personal and Professional Service companies.

This year's income is broken out into the following categories: Township contribution of Cash and In-Kind⁴ Services, Fundraising efforts generated from the Mayors 5K Run (5K), Street Fair (SF) and funds carried from the previous year⁵.

Assessment Income	\$ 133,000.00
Township Contribution Cash	\$ 65,809.00
Township Contribution In-Kind	\$ 28,000.00
Prior Year Surplus	\$ 5,000.00
Fundraising 5K Run	\$ 5,000.00
Fundraising Efforts Events	\$ 29,091.00
Additional Support Township W. Orange	\$ 20,000.00
Interest Income	\$ 100.00
TOTAL	\$ 258,000.00

Expenses

1. Total Administration & Office Operations

¹ Estimated assessment amount as of December 2022

² Ordinance # 1534-98

³ Block & Lots adjustments

⁴ In-kind = \$28,000 for office space and supplies

⁵ Surplus = Estimated funds remaining at the end of 2022

Expenses relating to the **Township's contribution** include rent, utilities, telephone, postage, printing, supplies and financial contribution towards the overall budget. The Special Improvement District (SID) office is in Township Hall and is part of the in-kind contribution.

Cash Contribution	\$65,809.00
In-Kind office expenses	\$28,000.00
Add'l Support Twp	\$20,000.00
Total Twp Contribution	\$113,809.00
Total Cash Contribution - Inkind	\$85,809.00

Total Administration & Office Operations \$ 130,000.00.

The administrative and office operation line item includes \$28,000 of In-Kind expenses received from the Township. The other expenses relating to Administration and Office Operations include Executive Director salary, payroll fees and taxes, office equipment and supplies. We continue to look for an additional administration staffer as the environment allows. We have continued to utilize the software program; Member 365 (M365) which is a sophisticated membership management tool. The streamlining benefit of M365 cannot be overemphasized and has provided a better organizational tool for managing the database of business and property owners.

Administrative Expense

Executive Director	\$ 60,000.00
Administrative Assistant (estimated)	\$ 25,000.00
Payroll Fees	\$ 1,000.00
Employer Payroll Taxes	\$ 8,300.00
Sub-Total Admin Expense	\$ 94,300.00

Office Expenses

Directors Cell Phone	\$ 600.00
Annual Report fees	\$ 100.00
Office Equipment & Software	\$ 1,500.00
Office Software	\$ 2,500.00
Printing (Letterhead & Brochures)	\$ 250.00
Supplies & Board Mtg Exp	\$ 2,750.00
Sub-Total Office Expenses	\$ 7,700.00

Review

Total Administrative	\$ 94,300.00
Total Office Expense	\$ 7,700.00
In-Kind Support	\$ 28,000.00

Total Office	\$ 130,000.00
---------------------	----------------------

2. Economic Revitalization (ER) \$3,000.00

Monies budgeted for ER will continue to provide for business retention and recruitment. The ER team will continue to take a more personal approach to meeting with our stakeholders. The team has identified key property owners and locations within the SID Corridor and will concentrate efforts on creating more retail ready store fronts and properties. The ER Team will continue to create an environment for recruiting and retaining business within the downtown corridor.

3. Professional Services & Insurance \$5,000.00

The Downtown WO Alliance will distribute funds for Professional Services that include The Directors & Officers Insurance, Worker's Compensation Insurance, Accounting Services for total budgeted amount of \$5,000.00.

D&O Insurance	\$ 1,500.00
Worker's Compensation	\$ 500.00
Accounting	\$ 3,000.00
Total Professional Services & Ins	\$ 5,000.00

4. Marketing & Promotions \$77,250.00

We will continue to manage several promotional events and fundraisers that have become extremely popular over the years. These include but are not limited to West Orange Street Fair, Downtown Thursday events, and the annual Holiday Open House. The remaining monies in this category will support the Mayors 5K, other dedicated events with the goal of bringing people into the downtown corridor. Below please find a breakdown of these expenses. We will continue to utilize Facebook, Instagram, Zoom & other technology resources to promote the downtown corridor and encourage people to stay connected. As well as promotion through the mobile application and the new Downtown Website.

Tourism Grant Match	\$ 4,062.50
Marketing Contractor	\$ 32,400.00
Joseph Fagan	\$ 18,000.00
Mobile Application	\$ 3,000.00
Website Branding Design & M365	\$ 3,000.00
Street Fair, Downtown Thursdays & others	\$ 16,787.50
Total Marketing & Promotions	\$ 77,250.00

5. Organization \$6,600.00

The Organization category provides for the basic structure of the Alliance and allows for the many committees to work together. This line item permits the DWOA to promote our programs as well as the creation for sponsorship opportunities we need for fundraising. It is important for the Alliance to have positive relationships with local organizations and groups such as The Chamber of Commerce, Friends of Edison, Friends of the Public Library, Public Relations Commission, the Rotary Club and many others. It is a goal of the Alliance to attend meetings and continue to be a working partner with other organizations. In addition, the Alliance will participate in all training and resources the National Main Street organization & downtownNJ have to offer.

Community Events- OSPAC, WOCC	\$ 100.00
Dues & Subscriptions	\$ 1,000.00
Main St. NJ -National Conference	\$ 5,000.00
Trade Shows/Seminars	\$ 500.00
Total Organization	\$ 6,600.00

6. Visual Improvement \$64,150.00

Within Visual Improvement we have dedicated much of the resources to the design committee over the years. We have made significant improvements to signs, awnings, and store fronts. We have attracted a talented team of individuals that continue to collaborate with our stakeholders to improve the image of the downtown corridor and local store fronts and signs. This line item will fund way finding signs, the holiday decorations, and the popular façade grant reimbursement program. The DWOA continues to support maintenance and clean-up of the downtown corridor. The addition of our part time litter control person has worked out very well and we will continue with the extra clean up help. Landscaping and beautification of the planters continue to be a priority for the downtown alliance. Specific support for this category is as follows.

Banners	\$ 1,500.00
Design Improvements	\$ 3,650.00
Capital Expense & Signage	\$ 5,000.00
Façade Grant Program	\$ 20,000.00
Holiday Decorations	\$ 13,000.00
Landscaping/Streetscape	\$ 6,000.00
Maintenance & Supplies	\$ 15,000.00
TOTAL Visual Improvement	\$64,150.00

In summary The Downtown Alliance board is committed to promoting and supporting the businesses and property owners along the Main Street Corridor. We will remain steadfast in evaluating every program we support and every dollar we spend to assure there is a financial benefit to our business and property owners as well as for the community where we live and work.

Allocation Summary

Revenue	
Assessment Income	\$ 133,000.00
Township Contribution - Cash	\$65,809.00
Township Contribution – In Kind	\$28,000.00
Prior Year Surplus	\$5,000.00
Fundraising Effort Mayors 5K Run	\$5,000.00
Fundraising Promotional Events	\$29,091.00
Add'l support Township of W. Orange	\$20,000.00
Interest Income	\$100.00
TOTAL Revenue	\$258,000.00

EXPENSES	
1. Admin & Office Operations	\$ 130,000.00
2. Economic Development	\$ 3,000.00
3. Ins. & Professional Services	\$ 5,000.00
4. Marketing & Promotion	\$ 77,250.00
5. Organization	\$ 6,600.00
6. Visual Improvement	\$ 64,150.00
Total Expenses	\$ 286,000.00
In-Kind office Operations	(\$ 28,000.00)
TOTAL Cash Budget	\$ 258,000.00

In Summary, this year's total proposed cash budget is \$258,000.00. I respectfully request that you vote YES on this year's budget and fully support the work of the DWOA. Thank you for your attention to this matter.



RESOLUTION

WHEREAS, the Township of West Orange (“Township”) is seeking to retain a vendor to provide improvements and repairs to the Township Municipal Building at 66 Main Street, including, but not limited to: (i) cleaning, fixing, and painting designated walls; (ii) providing new interior flooring and wall base; (iii) repairing and/or replacing ceiling tiles; (iv) replacing all plumbing fixtures in private toilet rooms; (v) removing all through window and/or wall mechanical units and all associated support and mounting; (vi) providing solid panels at windows and infill masonry for wall opening at exterior walls; and (vii) providing window treatments (collectively the “Improvements”); and

WHEREAS, on or about October 27, 2022, the Township issued and advertised a Project Manual for Bids for the Municipal Building Interior Improvements and Repairs Phase I, annexed hereto as Exhibit “A” (the “Bid Specifications”); and

WHEREAS, on November 15, 2022, the Township issued an addendum, captioned “Addendum No. 1” to the Bid Specifications, annexed hereto as Exhibit “B;” and

WHEREAS, on November 29, 2022, the Township received four (4) bids seeking award of the contract to perform the Improvements (the proposed “Contract”), including the following bids:

- (i) VMF Construction - \$274,000 base bid, \$50,000 additional alternate bid;
- (ii) T.N.S. Construction, LLC - \$278,000 base bid, \$95,000 additional alternate bid;
- (iii) Skopye LLC - \$329,500 base bid, \$76,000 additional alternate bid; and
- (iv) Grove Contracting LLC - \$328,500, \$40,000 additional alternate bid;

and

WHEREAS, VMF Construction with offices at 10-09 Utica Terrace, Fair Law, New Jersey (“VMF Construction”) submitted the lowest bid, annexed hereto as Exhibit “C,” in response to the Township’s Bid Specifications; and

WHEREAS, on November 29, 2022, the Township received a letter of protest from T.N.S. Construction, LLC (“TNS”) challenging the bid submitted by VMF Group, annexed hereto as Exhibit “D;” and

WHEREAS, TNS’s challenged: (i) VMF Construction’s omission of a certified financial statement; and (ii) VMF Construction’s omission of a Public Works Certificate for its electrical subcontractor; and

WHEREAS, the alleged defects in TNS’s challenge do **not** constitute material defects in VMF Construction’s bid as: (i) pursuant to N.J.S.A. 40A:11-13(f) the Township’s Bid Specifications could not and did not require the submission of certified financial statements as reflected in the bid submission checklist on page 69 of the Bid Specifications did not include an “x” for “A Certified Financial statement prepared within the last twelve months;” and (ii) N.J.S.A. 34:11-56.55 of the Public Works Contractor Registration Act requires that Public Works Certificates for a Contractor’s subcontractors are due “after the bid is made and prior to the awarding of the contract; and

WHEREAS, VMF Construction has executed the Contract, annexed hereto as Exhibit “E,” as included in the Township’s Bid Specifications.

NOW, THEREFORE, BE IT RESOLVED by the Township Council of the Township of West Orange that the Township awards the Contract to VMF Construction as the lowest responsible bidder; and be it further

RESOLVED that the Mayor be and is hereby authorized to execute the Contract with VMF Construction, annexed hereto as Exhibit “E,” and the Municipal Clerk be and is hereby authorized to attest to the Mayor’s signature thereon; and be it further

RESOLVED that notice of this award shall be available in the Clerk’s office in accordance with any applicable law.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: December 20, 2022

I hereby certify funds available from
01-2010-00-8052-090

John O. Gross, Chief Financial Officer

Exhibit “A”

Project Manual
For
BID
MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS &
REPAIRS
PHASE I
66 MAIN STREET
WEST ORANGE, NEW JERSEY 07052

Township of West Orange
66 Main Street
Essex County, New Jersey

Mayor
Robert D. Parisi

Town Council
Michelle Casalino Cindy Matute-Brown
Bill Rutherford Tammy Williams
Susan McCartney, President

Administrator
John K. Sayers (JOHN GROSS)

Township Engineer
Leonard Lepore, PE

Township Clerk
Karen J. Carnevale

HM Project # 7835
October 31, 2022



Herbst Musciano LLC
Gary Musciano, RA, Architect
611 Main Street, 2nd Floor
Boonton, NJ 07005
P: 973-538-3815
Fax: 973-538-4095

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**TOWNSHIP OF WEST ORANGE NOTICE
TO BIDDERS
MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS
& REPAIRS
PHASE I
66 MAIN STREET, West Orange, New Jersey
For The Township of
West Orange**

Notice is hereby given that sealed bids will be received, opened and read in public by a Township Committee at 66 Main Street, West Orange, NJ 07052 on Tuesday, November 29, 2022 in the Council Chambers, Room 116 at 10AM Local Prevailing Time for Municipal Building, Interior Improvements & Repairs Phase I, located at 66 Main Street in the Township of West Orange, County of Essex. The major items of construction include, but not limited to the following: clean, fix & paint designated walls, provide new interior flooring/ wall base, repair/ replace ceiling tiles, replace all plumbing fixtures in private toilet rooms, remove all through window/wall mechanical units and all associated support/mounting & providing solid panels at windows & infill masonry wall opening at exterior walls, & providing window treatment.

The work shall be completed within 120 (One hundred & twenty) calendar days after the date of the "Notice to Proceed" in accordance with the contract.

Sealed proposals will also be accepted by hand delivery or certified mail if they are addressed exactly as follows:

Purchasing Agent
Township of West Orange
Municipal Building
66 Main Street
West Orange, NJ 07052
Attn: Bid Proposal
Interior Improvements & Repairs
Municipal Building – Phase I

Indicate the time and date of the receipt of bids and bear the name and address of the party submitting the proposal. All proposals submitted by mail or hand delivery must be received by 10:00 AM on Tuesday, November 29, 2022.

Plans, specifications and forms of bids for the proposed work, prepared by Herbst-Musciano LLC, Boonton, New Jersey have been filed in the office of said Municipal Engineer at 25 Lakeside Avenue, West Orange, New Jersey and may be inspected by prospective bidders during business hours on or after Monday, October 31, 2022.

Bidders will be furnished with a copy of the plans and specifications by the Municipal Engineer at 25 Lakeside Avenue, West Orange, New Jersey on proper notice and payment of a \$100 (One Hundred Dollars) nonrefundable cost of preparation fee.

A Pre-Bid Conference is scheduled for 11:00 A.M. Local Prevailing Time on Wednesday, November 9, 2022 at the West Orange Municipal Building, 66 Main Street, West Orange, New Jersey. All General Contractors and Suppliers are invited to attend. At this time, the Prospective Bidders will have the opportunity to examine the existing site conditions.

Bids must be enclosed in sealed envelopes, bearing the name and address of the bidder, the name of the job, the time and date designated for the receipt of bids, addressed to the Purchasing Agent of the Township of West Orange, and must be accompanied by a Non-Collusion Affidavit and a Certified Check

or Bid Bond for not less than ten percent (10%) of the amount bid, provided said check not be more than \$20,000 nor shall not be less than \$500 and delivered at the place on the hour named above. The Standard Proposal Form and Non-Collusion Affidavit are attached to the supplemental specifications, copies of which will be furnished on application to the Municipal Engineer.

The Township of West Orange reserves the right to waive any informalities and to reject any or all bids. No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

The Township of West Orange reserves the right to reject any or all Bids, or to waive any Bid defect where such defect is not detrimental to the best interest of The Township of West Orange and fairness of the bidding process. The right is also reserved to increase the quantities specified in the manner designated in the Contract Documents.

ALL CONTRACTORS AND SUB-CONTRACTORS are required to be registered by the **New Jersey Department of Labor** at the time bids will be received by the Project Owner pursuant to the Public Works Contractor Registration Act (P.L. 2003, c. 91, N.J.S.A. 34:11-56.51). Effective September 1, 2004, ALL Contractors and Sub-Contractors are **also required** to be registered by the New Jersey Department of Treasury, Division of Revenue at the time bids will be received by the Project Owner pursuant to the Business Registration Act (P.L. 2004, c. 57, N.J.S.A. 52:32-44). The Contractor and their sub-contractors shall provide the above certificates with the bid being submitted.

Bidders are required to comply with the requirements of P.L. 1975, c. 127. (NJAC 17:27) (Affirmative Action), of P.L. 1963, c. 150 (Prevailing Wages), and P.L. 1977, c. 33 (Disclosure Statement).

By the order of the Township Council of the Township of West Orange.

*Karen J. Carnevale,
Municipal Clerk*

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INSTRUCTIONS TO BIDDERS

B-1 INVITATION TO BID

In accordance with the advertisement (Notice to Bidders), Proposals will be received for the performance of the Project, the designation of which is stated in the advertisement.

Bids are required on the items requested in the Proposal Form for the Project. The prices bid shall cover all costs of any nature, incident to or growing out of the work including the cost of all work, labor, materials, equipment, transportation, and all else necessary to perform and complete the Project in the manner and within the time required, all incidental expenses in connection therewith, all costs for loss by damage or destruction of the Project, for any additional expenses on account of unforeseen difficulties encountered, for settlement of damages and for replacement of damages and for replacement of defective work and materials.

Before submitting a Proposal, the Bidder shall be familiar with the Drawings, Specifications, and other documents that will form parts of the Contract.

B-2 CONTRACT DOCUMENTS

Copies of the Plans and Specifications and other proposed Contract Documents are on file and open to public inspection at the office of the West Orange Township, Department of Public Works, 25 Lakeside Avenue, West Orange, New Jersey and may be examined and obtained by properly qualified Contractors at this address on and after Monday, October 31, 2022 between the hours of 8:30 am and 4:30 pm, Monday through Friday, excluding legal holidays, upon a non-refundable payment of \$100.00. An additional \$10.00 non-refundable fee will be required in advance for all prospective Bidders requesting that the bidding documents be mailed. There is no additional charge should a prospective Bidder request the documents be forwarded by FedEx (using the Bidder's own account number).

B-3 WHERE TO SUBMIT BIDS

Sealed Proposals for the Municipal Building Interior Improvements & Repairs project will be received, opened and read in public by a Township Committee, at the Municipal Building, 66 Main Street, West Orange, NJ. If bids are mailed or delivered prior to bid opening, the bid shall be addressed exactly as follows:

Purchasing Agent
c/o Municipal Engineer
Township of West Orange,
Public Works Building
25 Lakeside Avenue
West Orange, NJ 07052 5313
Attn: Bid Proposal
Interior Improvements & Repairs -Municipal Building – Phase I

B-4 INFORMAL PROPOSALS

The Township may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and/or all Proposals.

B-5 WITHDRAWING PROPOSALS

Proposals forwarded to the Township before the time of opening of Proposals may be withdrawn upon written application of the Bidder who shall be required to produce evidence showing that he is or represents the principal or principals involved in the Proposal.

Proposals may not be withdrawn within twenty-four (24) hours of the stipulated time of opening of Bids.

B-6 ADDENDA AND INTERPRETATIONS

No interpretation of the meaning of the Drawings, Specifications or other documents will be made to any Bidder orally. Every request for such interpretation should be in writing addressed to the Architect at the address given in the Notice to Bidders (Advertisement) and to be given consideration must be received at least five (5) business days prior to the date fixed for the opening of Bids. Any and all such interpretations and any

supplemental instructions will be in the form of written addenda to the Specifications which, if issued, will be mailed by certified mail, with return receipt requested, to all prospective Bidders (at the respective addresses furnished for such purposes), no later than three (3) business days prior to the date fixed for the opening of Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from any obligation under the Bid as submitted. All addenda so issued shall become part of the Contract Documents.

B-7 INSPECTION OF DOCUMENTS

The Bidder should thoroughly examine and familiarize himself with the Specifications and all other Contract Documents. The Contractor, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to receive or examine any form or legal instrument, and the Township will be justified in rejecting any claim based on facts regarding which he should have been on notice as a result thereof.

B-8 ALTERNATIVE BIDS

No alternative Bids will be considered unless alternative Bids are specifically requested by the Technical Specifications and Bid Forms.

B-9 BIDDING PROCEDURE

Each Proposal will be made upon the prescribed forms furnished with the Specifications and will be accompanied by a Bidder's Certified or Cashier's Check drawn on a solvent bank, in the sum of ten percent (10%) of the amount bid but in no case in excess of Twenty Thousand Dollars (\$20,000.00) or in lieu of a Certified or Cashier's Check, a Bid Bond in the same amount prepared on the form of Bid Bond attached hereto, duly executed by the Bidder as principal and having as surety thereon a Surety Company approved by the Township of West Orange. Such checks or Bid Bonds will be made payable to the Township of West Orange and will be by it held as a guaranty that in the event the bid is accepted and a Contract awarded to the Bidder, the Contract will be duly executed, and its performance properly secured, and in default thereof, said check or Bid Bond and the amount represented thereby will be retained by the aforesaid Township of West Orange as liquidated damages.

Proposals will be accompanied, in the case of corporations not chartered in New Jersey, by proper certificate that such corporation is authorized to do business in the State of New Jersey.

Each Proposal will be enclosed in a sealed envelope bearing the name and address of the Bidder, will be address to the Township of West Orange, and will be endorsed "Municipal Building Interior Improvements & Repairs – Phase I."

The Bidder to whom the Contract is awarded will be required to furnish a Performance Bond and a Payment Bond acceptable to the Township of West Orange, each in the amount of one hundred percent (100%) of the contract, in conformity with the requirements of the Contract Documents.

In accordance with the requirements of the State of New Jersey Affirmative Action Program, Bidders are required to comply with the requirements of P.L. 1975, C127.

All Bidders must submit to the Township a Business Registration Certificate issued by the New Jersey Division of Revenue, PL 2004c.57 (NJSA 52:32-44) and NJSA 40A:11-23.2, with their Bid.

Simultaneously with the submission of bids, the corporation or partnership so bidding will furnish a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or greater therein pursuant to Chapter 33, P.L. 1977. Bids will be REJECTED if they do not contain this disclosure statement.

B-10 ERRORS IN PROPOSALS

In the event of a discrepancy between the unit prices and the extended totals, the unit prices shall govern or if between the correct sums of the extended totals and the total bid submitted the correct sum shall govern. Amounts written in words shall govern over the amounts given in numerals.

B-11 ESTIMATED QUANTITIES

The Architect has estimated quantities, in each class, to cover the Contract requirements; however, it is usually expected that the amount finally paid will be different from those submitted for bidding. If a greater or lesser amount of the various classes given in the estimated amounts for bidding is required to complete the Work, the Contractor agrees to make no claim for the variation but will accept final payment on the actual amount of Work performed at his unit price bid.

B-12 BIDDERS TO EXAMINE SITE AND CONDITIONS

All Bidders or their representative(s) are required to visit the site of Work of this Contract and examine the means of access to the site. Bidders shall make all necessary investigations to become thoroughly informed as to the character and magnitude of all Work involved in the complete execution of the Contract, including facilities for delivery and handling of material, plant(s), if any, at site, and conditions and difficulties that will be encountered in the performance of the work specified herein. All examinations and investigations will be made prior to submission of Bids.

The Bidder is assumed to have fully informed them self of all the conditions to be found at the site of the Work, including all physical characteristics above, on and below the surface of the ground; to have examined the Drawings and Specifications; to have read and understood every section and clause of the Contract and all other matters which can in any way affect the Work under the Agreement. The Contractor agrees that he will make no claims for, or have any right to, damages or extension of time of completion of the Work because of misinterpretation or misunderstanding of the Contract, the Drawings and Specifications or because of lack of information.

B-13 SUBSURFACE CONDITIONS

It is the obligation of the Bidder to make his own investigation of subsurface conditions prior to submitting his Proposal. The Contractor agrees that he will make no claims against the Township if, in carrying out the Project, he finds that the actual conditions encountered, or the estimates of quantities shown on the Drawings or in the Proposal Form, based on said borings, test excavations, and other subsurface investigations or records do not conform to those indicated by said borings, test excavations, records or estimated quantities,

B-14 PUBLIC UTILITIES

The following utility companies are known to have facilities in the area of this Contract:

1. Verizon Communications
2. Public Service Electric & Gas
3. New Jersey American Water
4. Comcast Cablevision
5. Township of West Orange

The above list shall not be considered complete. It is the responsibility of the Contractor to contact NJ One-Call (800.272.1000) and, if necessary, all utility companies which may or may not have facilities within the area prior to construction, to verify subsurface utility locations, by certified mail with a copy to the Architect. Where doubt exists, N-Scope, test pits, etc., shall be employed to pinpoint the utilities.

B-15 BID DOCUMENTS

All Proposals will be accompanied by the following properly executed forms:

- a. Proposal Security (Bid Bond)
- b. Non-Collusion Affidavit
- c. Consent of Surety
- d. Disclosure Statement
- e. Acknowledgement of Principal
- f. Affirmative Action Affidavit
- g. Contractor's Experience Statement

- h. Equipment List
- i. List of Subcontractors
- j. Copy of Business Registration Certification
- k. Public Works Contractor Certification
- l. Political Contribution Disclosure
- m. Bid Document Submission Checklist
- n. Acknowledgment of Receipt of Changes to Bid Documents Form

Non-inclusion of the above documents may be cause for rejection of the Proposal by the Township.

B-16 REJECTION OF PROPOSALS

The Township reserves the right to reject any or all Proposals if:

- a. There are errors or omissions in the Proposal;
- b. Bidder is not qualified to perform the Work;
- c. Prices are obviously unbalanced;
- d. Competition obviously has been suppressed;
- e. Bidder has previously performed work for the Township or Architect in an unsatisfactory manner;
- f. There is evidence or indication of collusion or fraud;
- g. There are limitations or provisos to the Proposal;
- h. It is deemed advisable to do so in the interest of the Township.

More than one (1) Proposal from an individual, a firm or partnership or a corporation or association of principals under the same or different names, shall not be considered.

B-17 MODIFICATIONS OF PROPOSAL

Any Bidder may modify his Proposal by telegraphic communication or registered mail at any time prior to the scheduled closing time for receipt of Bids, provided such communications are received by the Township prior to the closing time, and, provided further, the Township is satisfied that a written confirmation of any telegraphic modification over the signature of the bidder was mailed prior to the closing time. The communications should not reveal the bid price but should provide the addition or subtraction or other modification so that the Township will not know the final price or terms until the sealed Bid is opened.

B-18 TIME FOR RECEIVING BIDS

Bids received prior to the advertised hour of opening will be securely kept and sealed. The Officer of the Township whose duty it is to open the Bids will decide when the specified time has arrived, and no Bid received thereafter will be considered.

B-19 OPENING OF BIDS

At the time and place fixed for the opening of Bids, the Official of the Township so named above will open and publicly read aloud every Bid received within the time set for receiving Bids. Bidders and other interested persons may be present, in person or by representative.

B-20 BASIS OF CONTRACT AWARD

The Project has been prepared as a Base Bid. Bids will be received under these Specifications for the completion of the whole Work for the Base Bid. The correct total lump sum for the Base Bid will govern in the awarding of Contract. The Contractor must give separate prices per unit measure for each of the several, classes of work to be performed as given in the Estimate of Quantities. The sum of the estimated quantities multiplied by the prices per unit of measure should equal the lump sum bid. Proposals are requested on a unit price basis unless designated otherwise. The Bidder shall state in the Proposal Form the price per unit of measure of each scheduled item of Work, for which he will agree to carry out the Work as well as the total price for the performance of the Project as determined by multiplying each estimated quantity by the price per unit of measure bid therefore and adding together the resulting amounts.

The Township of West Orange will evaluate the total bid price based on available funds.

B-21 METHOD OF AWARD

Award, if made, will be to the lowest responsible Bidder whose Proposal complies in all respects with the requirements therein. Where alternate Bids are requested for more than one (1) method or type of construction, the decision as to the method or type to be adopted and constructed is expressly made to the Bidder whose total Bid for the entire Work of the type selected, as based upon the estimated quantities, is lowest, provided that the Bidder, in the opinion of the Township, is otherwise qualified to perform the Work. A Contract will not be awarded to a Bidder who has failed to bid on the alternate type of work or material covered in the Proposal.

The Township reserves the right to Award the Contract to One (1) Bidder based on the Base Bid, as appropriate to the best interest of the Township. Said winning Bidder shall be contracted to perform any, all, or none of proposed work at the discretion of the Township. The Contractor must give separate bid prices for each class of work to be performed as given in the Proposal.

The award will not bind the Township nor shall any Work be on account of the proposed Contract until the Contract has been fully executed, delivered and approved.

B-22 PROPOSAL SECURITY (BID BOND)

Each Proposal must be accompanied by a Bid Bond or a certified check drawn on a New Jersey Bank or Trust Company, in the amount of at least ten percent (10%) of the amount of the Bid, except that the amount need not exceed \$20,000.00.

Such proposal security will be returned to all except the three (3) lowest Bidders within five (5) working days after the opening of Bids; the remaining proposal security will be returned to the three (3) Lowest Bidders within three (3) working days after the Township and the successful Bidder have executed the Contract.

If no Contract has been executed within sixty (60) calendar days of the date of opening of Bids, then, upon demand of any Bidder, the Township shall return his proposal security, provided, however, that the Bidder making such demand has not been notified of the acceptance of his Proposal and, provided further, that an extension of time has not been agreed to in accordance with RS 40A:11-24.

Revised Bids submitted before the opening of Bids, whether hand delivered or forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Bond adjusted proportionately; otherwise the Bid will not be considered.

B-23 CONSENT OF SURETY

In addition to the proposal security, each Proposal must be accompanied by a statement, similar in form to that annexed to the Proposal, of a surety company authorized to do business in the State of New Jersey and acceptable to the Township, agreeing, in the event that the Bidder is awarded the Contract, to furnish a Performance Bond, in the form annexed hereto, of a face value of one hundred percent (100%) of the amount of the Proposal.

B-24 NON-COLLUSION AFFIDAVIT

Each Bidder shall execute and attach to his Bid an affidavit, in the form prescribed elsewhere in this Specification to the effect that he has not entered into a collusive agreement with any other person, firm or corporation in regard to any Bid submitted.

B-25 QUALIFICATIONS OF BIDDERS

Bidders must be experienced in the kind of work required to be performed, have the equipment required, and/or have the means to secure it, and have sufficient capital to properly execute the Work within the time allowed.

The Contractor is to fully complete the "Bidder Qualification Form" and submit it with his Proposal.

Proposals received from Bidders who have previously failed to complete Contracts within the time scheduled therefore, or who have performed similar Work in an unsatisfactory manner, may be rejected.

If the Bidder has filed a Bidder Qualification Form of the type required within six (6) months of the date of receipt of Bids, he may meet the requirement of the Article by submitting, with his Bid, a statement describing any material changes in his financial standing since the date of his last submittal including a description of the status of any current contracts.

B-26 EQUIPMENT AND CONSTRUCTION METHODS

The Contractor shall provide an Equipment Certification with his Proposal listing the equipment he has available and proposes to provide and use on the Project.

The Contractor shall provide equipment of size, capacity, and operating characteristics suited to the close proximity of public and private improvements and features that are to be disturbed as little as possible, the size and depth of facilities to be installed, and the intense private use and occupancy of much of the route of the proposed Work. The Contractor shall use construction procedures and personnel suited to the conditions of the Project, and at all times use care and courtesy in dealing with residents and their property.

B-27 BIDDERS REFERRED TO LAWS

The attention of the Bidders is especially directed to the provisions of Federal, State, County and Municipal Laws, statutes and regulations that may apply to the Work, particularly with regard to obstruction of streets, maintaining of signals, storing and handling of hazardous materials, etc. Particular note is to be taken also of those provisions affecting the Contractor or his employees in the prosecution of the Work or his relation to any political subdivision or person. Contractor shall comply with all pertinent laws, statutes, ordinances and regulations.

B-28 NOTICE OF AWARD AND EXECUTION OF CONTRACT

The successful Bidder, when selected, will be notified by a personally hand delivered or registered letter, and within ten (10) calendar days after Notice of Award shall furnish and deliver to the Township the Surety Performance Bond, Certificates of Insurance and other necessary documents pertaining to the Contract. Upon approval of said documents, both copies of the Proposal Form will be dated and signed by the Township and one fully executed copy will be returned to the successful Bidder.

B-29 NOTICE TO PROCEED

Notice to Proceed shall be considered to be ten (10) calendar days after execution of Contract.

B-30 TIME FOR COMPLETION OF WORK

All Work stipulated in this Contract shall be completed within **90 calendar days** from the date of the Notice to Proceed and as described in the General Conditions. Contractor shall immediately begin coordination with applicable utilities relating to any requisite work.

B-31 FAILURE TO EXECUTE OR FURNISH DATA

The failure of the successful Bidder to execute and deliver the Contract, or furnish the required bonds or insurance certificates within the ten (10) calendar days after Notice of Award, or within such extended period as the Township may grant, shall constitute a default, and the Township may either award the Contract to the next lowest responsible Bidder or re-advertise for Bids, and may charge against the defaulting Bidder the difference between the amount of the Bid and the amount for which the Contract is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the Township for a refund.

B-32 PERFORMANCE BOND

Upon delivery of the Contract, together with an estimated cost of the Work, the Contractor shall furnish a surety bond or bonds of face value equal to one hundred percent (100%) of the amount of the Proposal as security for faithful performance of the Contract and for the payment of all persons performing labor on the Project under this Contract and furnishing materials in connection with this Contract, as specified in the

contract documents, annexed hereto. The Surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Township.

The Surety bond or bonds provided shall not be released until final acceptance of the whole Work and then only if all liens or claims have been satisfied and any maintenance or guarantee bonds required have been executed and approved by the Township.

B-33 CERTIFICATE OF INSURANCE

The Contractor shall furnish certificates of both public liability and workers' compensation insurance satisfactory to the Township as to company and limits. A certificate endorsed by the company shall be furnished stating that said company would notify the Township thirty (30) calendar days in advance of any cancellation becoming effective.

B-34 STATEMENT OF OWNERSHIP

Chapter 33 of the Public Laws of 1977 provides that no corporation or partnership shall be awarded any State, County, Municipal or school District contract for the performance of any Work or the furnishing of any materials or supplies, unless, prior to the receipt of the Bid or accompanying the Bid of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten percent or more of its stock of any class, or of all individual partners who own a ten percent or greater interest therein.

B-35 WITHDRAWAL OF BID

This section outlines permission for the Bidder to withdraw a Bid due to a mistake in certain circumstances, pursuant to N.J.S.A 40A:11-23.3.

N.J.S.A 40A:11-23.3 authorizes a Bidder to request a withdrawal of a public works bid due to a mistake on the part of the Bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity or labor, material, or both, from the final bid computation.**

A Bidder claiming a mistake under N.J.S.A 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to Township Clerk, 66 Main Street, West Orange, NJ 07052. The Bidder shall request withdrawal of a Bid due to a mistake, as defined by the law, within five (5) business days after the receipt and opening of the Bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Township Clerk may contact any or all Bidders, after Bids are opened, to ascertain if any Bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A 40A:11-23.3.

A Bidder's request to withdraw the Bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The Township of West Orange will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a Bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of Bids.

C. GENERAL INSTRUCTIONS & CONDITIONS

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GENERAL INSTRUCTIONS AND CONDITIONS

C-1 DEFINITIONS

In these Contract Documents, the following terms, abbreviations or pronouns are used; their intent and meaning shall be interpreted as follows:

ABBREVIATIONS

AASHTO	American Association of State Highway and Transportation
Officials ACI	American Concrete Institute
AISC	American Institute of Steel Construction
APWA	American Public Works Association
ASA	American Standards Association
ASCE	American Society of Civil Architects
ASTM	American Society for Testing
Materials NEC	National Electric Code
NEMA	National Electric Manufacturers
Association NJDOT	New Jersey Department of
Transportation	
OSHA	Occupational Safety and Health
Administration	
LS	Lump Sum
EA	Each
LF	Linear Feet
CY	Cubic Yard
SF	Square Feet
SY	Square Yards

Bid

The Offer or Proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder

Any individual, firm or corporation submitting a Proposal for the Work contemplated, acting directly or through a duly authorized representative.

Change Order

A written order to the Contractor signed by the Township authorizing an addition, deletion or revision of the Work, or an adjustment of the Contract amount & Contract time.

Clerk

The Clerk of the governing body of the Township of West Orange

Consulting Architect

The construction documents for this project were developed by Herbst-Musciano, LLC, 611 Main Street, 2nd Floor, Boonton, N.J. 07005, (973) 538-3815, referred to herein as the Consulting Architects. In this document the term Consulting Architect shall mean Consulting Architect.

Contract

The Agreement covering the performance of the Work and the furnishing of materials in the construction of the Work. The Contract shall include the: "Proposal", "Contract Documents", "Drawings", "Specifications", "Performance Bond", and "Invitation to Bid"; also any and all supplemental agreements which reasonably could be required to complete the construction or the Work in a substantial and acceptable manner.

Contractor

Party of the second part to the Contract acting directly or through his agents or employees, and primarily liable for the acceptable performance of the Work, and for the payment of all debts pertaining to the Work.

Contract Documents

The Contract: Invitation to Bid; Proposal; Instructions to Bidders; General Instructions and Conditions; Special Provisions; Specifications, Standard and Supplementary Drawings; Addenda; and Modifications.

Architect

Whenever the word "Architect" is used in reference to the Work or any part thereof in these Specifications or the Contract, it shall be understood to apply and refer to the Township Engineer. The Architect shall be duly authorized to represent the Township in the execution of the Work covered by the Specification and Contract. The term "Architect" or the pronouns used in place thereof shall refer to acting either directly or through assistants under him, limited to the particular duties entrusted to them.

Inspector

An authorized representative of the Township or the Consulting Architect assigned under the supervision of the Architect to the inspection of the Work.

Materials

All raw or prepared, and/or fabricated products entering into the finished Work.

Modification

Written amendment of the Contract documents signed by both parties; a change order; or a written clarification or interpretation issued by the Architect.

Owner

The Township of West Orange; the party of the first part of the Contract

Performance Bond

The approved form of security furnished by the Contractor and his Surety as a guaranty of good faith to execute the Work in accordance with the terms and conditions of the Specifications and Contract.

Drawings

All plans or reproductions of Drawings furnished by the Architect pertaining to the construction of the Project or any portion thereof.

Project

The design or scheme used and set forth on the Drawings and to be carried out by the Specifications to complete the Work in a manner satisfactory to the Architect.

Proposal

The approved, prepared Form on which the Bidder will submit his prices for the Work contemplated.

Proposal Security

Also referred to as "Bid Bond" or "Bid Guaranty", the security designated in the Proposal, to be furnished by the Bidder as a guaranty of good faith to enter into a Contract with the Township if the Work is awarded to him.

Roadway

That portion of the highway included between the gutter or side ditch lines, reserved for the accommodation of the traveling public, and its appertaining structures and slopes, and all ditches,

channels, waterways etc., necessary to its correct drainage.

Specifications

The directions, provisions, and requirements contained herein, together with all written agreements, made or to be made, pertaining to the method and manner or performing the Work, or the quantities and qualities of materials to be furnished under the Contract.

Structures

All bridges, culverts, inlets, manholes, walls, buildings and any other physical features which may be encountered in the Work and not classified herein.

Subcontractors

An individual firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

Surety

The corporate body which is bound with and for the Contractor, who is primarily liable and which engages to be responsible for his payment of all debts pertaining to and for his acceptable performance of the Work for which he has contracted.

Work

Any and all obligations, duties, and responsibilities necessary to the successful completion of the Project under the Contract documents, including the furnishing of all labor, materials, equipment, and other incidentals.

Working Day

A calendar day, exclusive of Saturdays, Sundays, and legal holidays observed by the Township, on which, in the sole opinion of the Architect, weather and working conditions permit the Contractor to make effective use during normal working hours, of not less than one-half of his normal current daily man-hours.

C-2 SCOPE OF WORK

The Contractor shall furnish all of the materials, labor, equipment, services, tools, and items of every kind and nature required for implied by, or appurtenant in any way, to provide a complete functioning Project as shown on the Drawings and as described in the Specifications for the Project in accordance with the requirements and provisions of the following documents which are hereby made a part of the Agreement:

1. Drawings prepared or furnished by the Consulting Architect
2. Specification documents including:
 - A. Notice to Bidders
 - B. Instructions to Bidders
 - C. General Instructions and Conditions
 - D. Special Provisions
 - E. Standard Specifications
 - F. Supplementary Specifications for State Aid Projects
 - G. Proposal and Supplemental Forms & Requirements
 - H. Appendix
3. All Addenda which may be issued.
4. Special Instructions and modifications issued by the Architect during construction.
5. All other Contract documents included herein and made a part thereof.

C-3 DRAWINGS AND SPECIFICATIONS

The Project shall be performed in accordance with the requirements of the Drawings and Specifications, or such modifications thereof as maybe made during the progress of the Work.

Drawings showing general outlines and details necessary for a comprehensive understanding of the Project form a part of the Contract and are on file at the office of the Architect. The Contractor will receive two (2) copies of these Drawings and Specifications, one of each shall be kept at the site of the Project. Additional copies may be purchased at the original Bid price contained in the Invitation to Bid.

On the Drawings, figured dimensions shall govern in the case of discrepancy, between the scale and figures. The Drawings and Specifications are intended to be complete, but if any deviations from the same are required by the exigencies of construction, they, in all cases, shall be determined by the Architect and authorized in writing. The Architect shall have the right to correct apparent errors or omissions in the Drawings and Specifications and to make such interpretations as he may deem necessary for the proper fulfillment of the intent of the Drawings and Specifications. Where doubt exists as to the meaning of the Drawings, Specifications or other matters relative to the proposed Work, the Architect shall interpret them and his decisions shall be final.

When reference is made herein to the bulletins, standards, specifications or the requirements of societies, associations, institutes or organizations as listed under DEFINITIONS. The requirements of the bulletins, standards, specifications, publications or requirements referred to shall be considered a part of these Specifications by such reference and shall not be repeated herein but shall have the same import and be as binding as if herein set forth in full.

C-4 CONTRACT DOCUMENTS

The Contract documents consist of the Contract, Notice to Bidders (Advertisement), Proposal, Instructions to Bidders, General Instructions and Conditions, Special Provisions, Standard Specifications, Supplementary Specifications, Drawings, Addenda and Modifications.

In the case of conflict between the various parts of the Contract Documents, the conflicts shall be interpreted; (a) to require the higher, in terms of quality of materials and workmanship, of the possible interpretations, and (b) in accordance with this sequence of precedence:

- Contract Agreement
- Addenda, Bulletins, change of Drawings
- Details
- Drawings
- Supplementary Specifications
- Special Provisions
- Standard Specifications
- General Instructions and Conditions
- Instructions to Bidders

In case of discrepancies between calculated and scaled dimensions on the details or Drawings, the calculated dimensions shall govern.

All Contract documents and copies thereof are furnished by the Township for use only on the Project herein described and, with the exception of those sets which have been signed in connection with the execution of the Contract, shall at all times remain the property of the Township. They shall not be used in connection with any other Project.

C-5 INTENT OF CONTRACT DOCUMENTS

It is the intention of the Contract documents to describe a complete Project; to be constructed in accordance with, all the requirements therein notwithstanding that each and every item required may not be shown on the Drawings or mentioned in the Specifications. The Contract documents comprise the entire Agreement between the Township and the Contractor and may be amended or added to only as herein describe.

The Contract Documents are complementary; they are to be considered as one instrument; the intent is to make them explanatory one of the other. No sections thereof or any papers attached to or bound with the Contract Documents shall be detached as each one is a necessary part thereof.

C-6 TOWNSHIP TO FURNISH DRAWINGS AND SPECIFICATIONS

The Township will furnish or cause the Architect to furnish the Contractor with two (2) complete sets of Drawings (paper prints) and two (2) complete sets of other Contract Documents after the execution of the Contract Agreement. Additional sets of Drawings or Contract Documents will be furnished to the Contractor upon request, at the cost of reproduction.

When Drawings are revised or supplemental Drawings are prepared, two (2) copies of such revisions or supplement shall also be furnished the Contractor for inclusion with the previously issued Drawings.

C-7 CONTRACTOR TO REVIEW DRAWINGS AND SPECIFICATIONS

The Contractor shall be assumed to have reviewed all Drawings, Details, and schedules for conflicts or discrepancies. The Contractor shall notify the Architect of any and all conflicts or discrepancies therein for interpretation and correction and/or revision as necessary.

The Contractor will be deemed to have fully examined the Drawings and Contract documents during the preparation of his Proposal and to have been aware of and have made allowance therein for any such discrepancies; consequently, no additional compensation on account of any such discrepancy will be due the Contractor in excess of the amounts scheduled in his Proposal.

C-8 WORK TO BE PERFORMED

The Work of the Contract comprises the performance and completion of the Project, including the furnishing of all materials, equipment, transportation, labor, and all else necessary therefore and incidental thereto and final cleaning up, payment of all due obligations, and the replacement of any defective work or materials all as herein provided.

C-9 QUALITY OF WORK REQUIRED

Materials Required

All materials required for the Work, unless otherwise provided, shall be provided by the Contractor and shall be subject to the Architect's approval before and/or after delivery and before and/or after incorporation into the Work. Unless otherwise provided, all materials shall be new and, wherever possible, shall be manufactured or farm products of the United States.

All materials shall have been inspected, tested, and approved at their source and shall be certified as meeting the requirements of the specification for same. The costs of testing materials shall be borne by the Contractor.

Materials shall not be used until approved by the Architect. All materials which appear to be defective or unclean when received or which may become damaged while in storage, shall not be used in the Work, ever, though they have been previously accepted.

Workmanship Required

All workmanship shall be in every respect, in accordance with the best current practice. Only skilled craftsmen, fully qualified-in the various disciplines required, shall be used on the Work.

Equivalent Materials and Workmanship

Wherever in the Contract Documents a particular brand or make of materials is shown or specified by trade name or otherwise, such brand or make of materials is to be regarded as standard. If the Contractor wishes to furnish or use a proposed substitute, he will be required to show, to the satisfaction of the Architect, that the proposed substitute will perform adequately the duties required

by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. No substitute shall be used without the written permission of the Architect who shall be the sole judge of equality.

C-10 EQUIPMENT REQUIRED

All Bidders should familiarize themselves with the requirements herein regarding the equipment required for the proper execution of the Work. All equipment used shall, in the opinion of the Architect, be proper for the Work to be performed. No equipment that, because of its weight or dimensions, will cause damage to public or private property shall be allowed.

Good and sufficient equipment in proper working order shall be used to insure the completion of the Work and shall be operated so as not to do damage to public or private property. When a specific type of equipment is called for, it shall be provided and used. All equipment is subject to the approval of the Architect. The responsibility for damage done through the use of improper tools and equipment shall be borne by the Contractor.

C-11 PROGRESS SCHEDULE

At the time of the Pre-Construction Meeting, the Contractor shall submit a written statement of the methods of construction, which he proposes to adopt in order to complete the Project within the specified time limit. The statement shall include a detailed sequence of construction operations, rates of progress, completion dates, and the type amount, and delivery dates for all materials and equipment.

The purpose of this schedule is to insure that the Project proceeds in a timely and organized manner and that the Work will be coordinated with the Work performed by others under concurrent Contracts. This schedule, which shall be subject to the Architect's approval, shall be the basis of operations and the Contractor may not deviate from it without the permission of the Architect.

From time to time, this schedule may be amended as the Work progresses but such revisions shall be subject to the approval of the Architect and shall in no way relieve the Contractor of any responsibility under this Contract.

C-12 PRE-CONSTRUCTION MEETING

Prior to commencement of work by the Contractor, the Architect will hold a Pre-Construction meeting which shall be attended by the Contractor, representatives of the Township Public Works Department, and others which may be designated by the Architect.

C-13 COMMENCEMENT OF WORK

The Contractor shall begin work within five (5) calendar days after receipt of the Notice to Proceed, for each Award, but not until the following conditions have been met:

- a. The Contract has been fully executed and the required bonds and insurance certificates have been provided and approved by the Township;
- b. The Contractor has executed and returned the Notice to Proceed to the Township;
- c. The Contractor has provided the Township with a minimum of forty-eight (48) hours' notice concerning the time and place he intends to commence work; and
- d. The Contractor has received permission from the Township to commence work.

The place where the Work is to be started will be as stated elsewhere herein or will be designated on the ground by the Architect.

C-14 PROSECUTION OF THE WORK

The Contractor shall proceed with the Work in accordance with the approved progress schedule and shall continue without interruption in a diligent, consistent manner to completion.

The Work will be prosecuted from as many different points in such part or parts and at such times as

may be directed, and shall be conducted in such manner and with sufficient materials, equipment, and labor as is considered necessary to ensure its completion within the time set forth in the Contract. Should the prosecution of Work for any reason be discontinued by the Contractor with the consent of the Architect, he shall notify the Architect at least twenty-four (24) hours before again resuming operation.

Failure to prosecute the Work, without the permission of the Architect, for a period of ten (10) consecutive days will be considered an abandonment of the Contract. No claims for damages shall be made by the Contractor for any delay or hindrance from any cause whatsoever. When, in the opinion of the Architect, either the working force or the equipment are inadequate or insufficient to insure completion of the Work within the specified time, the Architect may order the Contractor to correct same, and the Contractor will comply with the order.

C-15 JOB MEETINGS

The Contractor, his Subcontractors, his material men, and suppliers whose presence is requested shall attend all job meetings called by the Architect upon forty-eight (48) hours' notice. Lack of attendance at any job meeting by any of the above shall be sufficient reason for the suspension of Work as herein provided. The proceedings of all job meetings shall be recorded by the Contractor who shall furnish copies of each attendee and as directed.

C-16 TIME FOR COMPLETION OF WORK

The Contractor shall complete all work on this Project within **90 calendar days** of the Notice to Proceed.

C-17 UNAVOIDABLE DELAYS/TIME EXTENSIONS

If the Contractor shall be delayed in the completion of his Work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to acts of God or of the public enemy, acts of neglect of the Township, quarantine restrictions, strikes, riots, civil commotion or freight embargos, the specified time for the completion of Work shall be extended by such time as shall be fixed by the Township. No such extension of time shall be deemed a waiver by the Township of its right to terminate the Contract for abandonment or delay by the Contractor as provided in the Contract, nor shall such extension be deemed to relieve the Contractor from full responsibility for performance of his obligations hereunder. Furthermore, the Contractor, shall have no right to, nor shall make any claim whatsoever for damages by reason of the delay.

C-18 NORMAL WORKING HOURS REQUIRED

Unless otherwise provided, the Contractor will be expected to accomplish all of the Work of this Project during normal working hours. No Work will be performed on Saturdays, Sundays, Legal Holidays, in excess of eight (8) hours or prior to 8:00 AM on any normal working day, without the permission of the Architect, except as necessary for the care and protection of Work already completed.

C-19 LIQUIDATED DAMAGES

The Contractor shall be liable to the Township for all expenses, losses or damages, as determined by the Architect, incurred in consequence of any defect, omission or mistake of the Contractor, his Subcontractors, agents or employees, or for the making good thereof. If the Contractor is permitted to finish the Work after the specified period of completion, the Township shall have full authority to and may deduct and retain from any payments due the Contractor the sum of three hundred dollars **(\$300.00)** for each calendar day thereafter that the Contract remains uncompleted, all as liquidated damages, and not as a penalty, to defray reasonable loss to the Township due to failure complete the Work in the stipulated time.

The said amount is fixed and agreed upon because of the practicality and extreme difficulty of fixing and ascertaining the actual damages the Township would in such event sustain, and said amount is agreed to be the amount of damages which the Township would sustain.

In addition to the forgoing, the Contractor shall and does hereby agree to pay to the Township all additional costs for inspection and Architecting for each and every working day that he is in default on time to complete the Work, and for time in excess of eight (8) hours per day on Saturdays, Sundays, or legal holidays.

The Township shall recover such liquidated damages and additional Architecting and inspection fees by deducting the amount thereof from any monies due or that may become due the Contractor, and if said monies be insufficient to cover said damages, the Contractor or his surety shall pay the amount due.

C-20 CONTRACTOR'S PERSONNEL

Contractor's Superintendence

The Contractor shall attend to the Work personally or through a competent, English-speaking superintendent, who shall be continually present on the project site whenever Work is in progress. Such a superintendent shall be satisfactory to the Architect and shall not be removed or replaced without due notice being given the Architect. The superintendent shall have full authority to act for the Contractor without the need to consult any higher level of authority.

Contractor's Employees

All workers must be competent and fully qualified in the type of Work to be performed. Any employee of the Contractor who is found by the Architect to be incompetent, or who is performing his work in an unsightly manner or contrary to the Specifications or the Architect's instructions, or who is disorderly, shall be removed from the Project and shall not be again employed on the Project without the Architect's consent.

Work Force to be Sufficient

The quality of superintendence and the number of workers employed on the Project shall, in the opinion of the Architect, be sufficient to complete the Project within the stipulated time. No progress payments due or becoming due during this Project shall be certified for payment for as long as any Contractor may be held in violation of the terms of this section.

Certain Employees Prohibited

Neither the Contractor nor any Subcontractor shall engage, on any basis, during the period of this Contract, any of the professional, technical or administrative personnel of the Township who are, or have been employed by the Township during the period of this Contract without the written consent of the Township.

C-21 CONTRACTOR'S WORKING FACILITIES

Working Site – Additional Rights-of-Way

Construction access to the proposed work and all Construction activity shall be confined to public property. If necessary, the Township will provide additional land, easements or right-of-way for the work within the limits designated on the Drawings. The Contractor shall not enter or occupy any land outside of the limits so designated on the Drawings without first obtaining the written consent of the property Owner(s). A copy of such written consent shall be filed with the Architect. Upon completion of the Work, including all cleanup and restoration, the Contractor shall obtain a written release from the Owners of all lands used, and file such release or releases with the Architect.

The Contractor shall inform himself of the rights-of-way provided as indicated on the Drawings. The Contractor shall make all necessary arrangements for additional rights-of-way required for his own purposes, such as for storage of equipment and material.

No further payment will be made for additional rights-of-way other than that included in the unit prices bid.

Temporary Utilities

The Contractor shall provide and maintain in a strictly sanitary manner, and at his own expenses, toilet facilities for himself and his workers, which shall be screened from public view. The location thereof and the method of waste disposal shall be subject to the approval of the Architect. The Contractor shall observe and enforce all sanitary regulations and maintain satisfactory conditions on all parts of the Work.

C-22 PREVAILING WAGES**Requirements of Law**

Attention is called specifically to the requirements of Chapter 10, Title 34, Revised Statutes providing, as a condition of this Contract, the establishment of an eight-hour working day for laborers, workers, and mechanics, and requiring payment of prevailing rates of wages.

The Contractor will be required to comply with the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the laws of 1963, setting forth requirements for the payment of prevailing wages and for the proper documentation of such payments.

Wage Rate Determination on File

Copies of the Act cited above and of the New Jersey Department of Labor and Industry Wage Rate Determination for this Project are available at the Office of the Architect and may be inspected during regular business hours at the Office of the Municipal Clerk.

Wage Rates. A Condition of Contract

Bidders should familiarize themselves with the above-cited Act and the particular wage rate determination for this Project since they will be attached to and be a condition of the Contract to be executed for this Project.

In the event that it is determined that any workers employed by the Contractor or any Subcontractor covered by this Contract are paid less than the required wage rates, the Township may terminate the Contractor's right to proceed with the Work or such part of the Work as to which there has been a failure to pay required wages and prosecute the Work to completion or otherwise the Contractor and Sureties shall be liable to the Township for any excess costs occasioned thereto.

Prior to final acceptance of the Project by the Township, the Contractor shall file with the Architect a sworn written statement certifying to the amounts that are due or owing to any and all workers for wages due on account of this Project. The statements shall set forth the names of the persons whose wages are unpaid and amount due each.

C-23 SUBLETTING AND ASSIGNING CONTRACTS

The Contractor shall not sell, sublet, transfer, assign or otherwise dispose of the Contract, or any portion thereof, or of the work provided therein, or his right, title or interest therein, to any third party without the written consent of the Township. The Contractor shall perform the Work with his own organization under his immediate control until the Work is completed and accepted by the Township, except for minority business utilization commitments. Subject to the written consent of the Township, Work may be sublet, but said consent shall be effective only after a Surety Performance Bond satisfactory to the Township has been furnished and delivered by the Subcontractor. Should a Subcontractor violate any of the terms of the Contract and/or Specifications, the Township may, at its option, end and terminate such Subcontract. The Subcontractor shall look only to the Contractor for the payment of any claims of any nature arising out of said Subcontract, and shall make no claim whatsoever against the Township for any Work performed, materials furnished or things done by reason of said Contract.

C-24 PERMITS TO BE SECURED BY CONTRACTOR

Contractor shall secure all permits, licenses, and bonds, and shall pay all necessary fees required in the prosecution of the Work. The Bidder shall fully inform himself as to the cost of all necessary permits, licenses, and bonds, and shall include this cost in the unit prices bid for the Work.

C-25 COOPERATION WITH OTHERS

Work of Other Contractors

The right is reserved to the Township to do work with its own employees or by other Contractors and to permit public utility companies and others to do work during and within the limits of or adjacent to the Project. The Contractor shall conduct his Work so as to cause as little interference with the work of such other Contractors as possible.

If any of the Work of the Contractor or his Subcontractors depends upon the proper execution of the Work by others, the Contractor will inspect the Work promptly, give notice to the Architect of any defects found in such Work that render it unsuitable in the performance of his Work. Failure of the Contractor to inspect and so notify the Architect shall constitute an acceptance by him, but not of the Township, of the Work as being fit and proper, and the Contractor shall be held liable for any defects that may develop in such work.

Requirements of Other Bodies

Certain work to be done incidental to this Contract may be required by persons, municipalities or bodies other than the Township. Drawings, Specifications or other available detail information, such as is in the possession of the Township, will be placed on file for the Bidder's reference.

All such file data, if any, is only for the guidance of the Contractor who may use such data at his own discretion. No responsibility is assumed by the Township, Architect or their agents, as to the completeness or accuracy of the data, or for the acceptance of the Work.

The Contractor shall be responsible for the approval and acceptance of Work that is to meet the requirements of persons, municipalities or bodies other than the Township. The Work may include, but shall not be restricted to, replacement of sidewalks, curbs, pavement or utilities, as well as other incidental work required to complete the Contract.

Disputes Concerning Non-Cooperation

It is agreed that, in the event of disputes arising as to possible or alleged interferences among various Contractors on the site of the Work, which in the opinion of the Architect, may retard the progress or adversely affect the quality of the Work, the Architect is vested with the authority to render a judgment of fault insofar as the interference, if any exists or is occasioned by the Contractor or by any of his Subcontractors or agents or by the Township. Such decisions of the Architect shall be binding and conclusive on any party to the Contract.

C-26 ADVERTISING REFERENCE AND PICTURES

The Contractor shall not make advertising reference to the Township and no photographs or pictures of this Project shall be made in any advertising done by or for the Contractor without written permission of the Township.

C-27 CONSTRUCTION PHOTOGRAPHS

Prior to commencing construction, the Contractor shall provide sufficient photographs, taken by an experienced commercial photographer, to show the conditions of the project site, including streets and right-of-way, with descriptions of the materials comprising the road surfaces, the planting of the right-of-way, and other pertinent details, as directed by the Architect.

Specific attention shall be given to existing curbing, sidewalks, improvements, driveways, lawn areas, and monuments. Photographs shall be taken of existing broken or disturbed curbing, sidewalks, driveways, improvements, plantings, lawn areas, and monuments in the vicinity of the proposed construction, in the Contract area prior to construction. Broken or disturbed curbing, sidewalks, driveways, lawn areas, improvements, plantings, and monuments in the vicinity, not so recorded by photographs before construction begins, shall be assumed to have been broken or disturbed by the Contractor and shall be replaced by him prior to final acceptance of the Work.

Color photographs taken by an experienced commercial photographer shall be provided by the Contractor showing the construction areas before Work begins, views indicating progress of the

Project and views taken after final restoration. All photographs shall be taken in color, be suitably mounted for binding, and be properly identified with the Contractor's name, direction of view, item or subject of photograph, project name, date of photograph, and photographer's name. All photographs shall be submitted in duplicate and shall be bound in a three (3) ring notebook with each book properly identified by a label on its cover indicating the Contract number, general location, date taken, and Township. At least eight (8) photographs shall be taken each month throughout the duration of the Contract.

C-28 PUBLIC SAFETY AND CONVENIENCE

The Contractor shall conduct his Work in such manner and sequence as will least inconvenience the public, impede access to public and private properties, disrupt operations of public and privately owned utilities and services, including fire protection.

The protection of persons and property, and the convenience of the public and of residents adjacent to the Work are of first importance and shall be provided for by the Contractor in an adequate manner satisfactory to the Architect.

All streets, intersections, sidewalks, parking areas, and all other publicly used portions of the Project are to be kept open overnight and on Fridays, Saturdays, and Sundays of each week unless written permission is granted by the Architect to do otherwise.

If required by construction operations, the Contractor may close roadways and drives between the hours of 8:00 am and 4:00 pm. The contractor is not permitted to close roadways and drives outside of these hours unless written authorization is received from both the Architect and the Traffic Safety Bureau. Property Owners affected by such closings shall receive written notice of such closings at least twenty-four (24) hours prior to the start of operations. Copies of such notices shall be provided to the Architect.

Suitable and safe temporary crossings shall be constructed and maintained as necessary where access to adjacent property is required. Fire hydrants shall be free of obstruction at all times and access provided for fire apparatus.

Materials and equipment stored on the site shall be placed so as to cause as little inconvenience to residents and the traveling public as is necessary. Roadways, sidewalks, gutters, and sewer inlets adjoining the work under construction, shall not be obstructed more than is absolutely necessary. The Contractor shall provide for prompt removal, from existing roadways, of all dirt and other materials that have been spilled, washed, tracked or otherwise deposited thereon by his hauling and other operations whenever, in the opinion of the Architect, the accumulation is sufficient to cause the formation of mud, interfere with drainage, damage pavements or create a traffic hazard.

The Contractor shall employ construction methods and means that will keep flying dust to a minimum. He shall provide for the laying of calcium chloride whenever the public is affected by such dust. The materials and methods of dust control shall be subject to the approval of the Architect.

Emergencies

In emergencies affecting the safety of persons, public or private property or the Work of the Project, the Contractor, without specific instructions or authorization from the Architect or Township, is obligated to act, at his discretion, to prevent damage, injury or loss. He will give the Architect prompt written notice of any changes in the Work or deviations from the Contract documents caused by such action as he was obligated to take.

C-29 MAINTENANCE AND PROTECTION OF TRAFFIC

The Contractor shall erect or place, and maintain in good condition: barricades, warning signs, lights, flares, approved yellow-flashing light units, rubber traffic cones, and other warning and danger signals and devices, appropriate and adequate for the specific needs, and subject to the Architect's

approval of working sites; closed roads; intersections; open excavations; locations of material storage; standing equipment and other obstructions; at points where the usable traffic width of the road is reduced; at points where traffic is deflected from its normal courses or lanes; and at other places of danger to vehicular or pedestrian traffic. Barricades and obstructions shall be illuminated and all lights for same shall be kept burning from sunset to sunrise.

The Contractor shall obtain the approval of the Architect and consent of all appropriate authorities having jurisdiction for any detours which may be required. The Contractor shall make all necessary arrangements with such authorities regarding the establishment, maintenance, and repair of such detours, the regulation and direction of traffic thereon, and the devices installation and maintenance of sign and traffic devices.

Access shall be maintained at all times for emergency vehicles, local traffic, and residents who shall be provided access upon completion of the normal workday. Open trenches shall be completely filled at the end of each day, or securely covered or barricaded for the safety of traffic and residents, as the Architect may require.

Uniformed Traffic Directors shall be provided by the Contractor. The Contractor shall coordinate work with the West Orange Police Department Administrative Offices to allow scheduling Traffic Directors from within the Township where the work is being performed.

Failure to provide adequate notice of cancellation to the Division of Traffic Safety will result in the Contractor being charged for said traffic directors at their published standard rates.

C-30 PROTECTION OF PROPERTY

The Contractor shall not enter upon or make use of private property without the written consent of the property owner, nor shall any lands be used by him except by special permission. The use of adjacent streets for storing of materials will not be permitted. The Contractor shall, without cost to the Township, shore up and protect, as may be necessary, all walls, fences or other property within the site of the project that may be injured during the progress of the Work.

The Contractor shall promptly restore or repair, at his own expense and to the satisfaction of the Township, property damaged or destroyed by the Contractor, his employees, agents or Subcontractors. If the Contractor fails to promptly complete such repairs or restoration, the Township may perform such repairs or restoration and the cost thereof will be deducted from any money due or to become due to the Contractor under this Contract; or the Township may deduct from any money due the Contractor, a sum sufficient to reimburse the Township of the property so damaged.

The Contractor shall preserve and protect from damage or replace in kind, all sheds and yard buildings, fences, walks, pavement, gravel drives, shrubs, trees, arid decorative perennial plantings and private improvements of all kinds and character. Only those trees specifically permitted by the Architect shall be cut down and removed; no damage to fibrous or other roots will be tolerated. All plantings, shrubs, sheds and other features shall be moved, preserved, and reset when possible and/or required.

Stumps or trees, shrubs or plantings of no value may be removed and disposed of as permitted or directed by the Architect. The local residents and the Township Shade Tree Director shall agree and certify in writing their permission or authorization for any stumps, trees, shrubs or plantings to be removed. The surface areas occupied by any and all such vegetation shall be restored with topsoil, fertilizer, and grass seed as described elsewhere herein.

All clearing, protection, preservation, and resetting, replacement, reconstruction or repair of surfaces and facilities not specifically listed as a pay item shall be paid under the items for site clearing as listed in the Proposal. All repair and restoration of surfaces, materials of any nature, and facilities of all types that may be damaged due to the Contractor's negligence, carelessness or improper activity shall be made good at the Contractor's sole expense.

Permanent seeding and planting of all types shall be done at the proper season and paid under Restoration and Clean Up and other items. Temporary seeding for erosion control will be paid for under the various items as described in that Section.

Note that all items to be removed and replanted or reset or replaced are not shown on the Drawings. All items of any nature are to be protected and/or replaced in kind except as noted or as directed or as agreed with the Resident Owner and confirmed to the Architect in writing. All such Work shall be done by the Contractor at no additional cost to the Township.

C-31 MAINTENANCE OF DRAINAGE

The Contractor shall provide all that is required for the removal and disposal of water from the trenches, excavations for structures/and other points of work. Groundwater shall be lowered and maintained at such elevation that there will be no spring action or flow of water into excavations until concrete has received its initial set. Adequate facilities, as approved by the Architect, shall be provided for the interception of suspended matter from the pump discharge before its disposal into existing drainage facilities. Where well points are to be used, the Contractor shall obtain approval of the Drawings and equipment from the Architect. The Contractor shall provide and maintain acceptable ditches, flumes or pumping installations, as required, to care for water courses and sewerage facilities (natural or artificial) intercepted by his operation or structures.

In all cases where temporary pipes must be installed, or where sewage water, or drainage must be pumped or otherwise carried over or around excavations or any other portions of the Work, the Contractor shall furnish such pipes, pumps, and all other materials, equipment, and labor as are required to maintain continuity of service in the utilities affected.

The Contractor will be held responsible for flooding of adjacent properties from any of his operations and will be held liable for all claims due to flooding or other damage caused by the above operations.

C-32 INADEQUATE PRECAUTIONS BY CONTRACTOR

If the Architect and/or the Division of Traffic Safety deems the precautions taken by the Contractor concerning maintenance of traffic and protection of public safety and property to be inadequate, they may order additional protection and should the Contractor or his agent neglect to put up, provide or maintain such suitable protection as is required by these Specifications, the Architect or the authorities of the Township may immediately, and without notice to the Contractor, furnish materials and install and maintain such protection as is deemed necessary and the cost thereof shall be paid by the Contractor. All expense incurred for protective measures herein specified and for repairs and replacements, shall be borne by the Contractor.

C-33 USE OF COMPLETED SECTIONS OF THE WORK

The Architect may order completed or partially completed, but previously unused sections of the Work to be placed in operation prior to the acceptance of the entire Project. Unless otherwise provided herein, the maintenance of such sections of the Project shall be the responsibility of the Township, who shall also be responsible to the Contractor for any additional costs occasioned by such opening. The Architect shall, and is hereby agreed to have, the final authority in the determination of such additional costs. This section does not apply to reconstruction of existing facilities.

C-34 FINAL CLEANING UP

Before the final acceptance of the Work, the Contractor shall remove all the equipment, temporary work, unused and useless materials, rubbish and temporary buildings, shall repair or replace in an acceptable manner any private or public property which may have been damaged or destroyed on account of the prosecution of the Work, shall fill all depressions and water pockets on public or private property caused by his Work shall clean all drains, sewers, and ditches within and adjacent to the Work which have been obstructed by his operations, and shall leave the site and adjacent public

and private property, in a neat and presentable condition wherever his operations have disturbed conditions existing at the time of starting the work. When required by the Architect to do so, the Contractor shall procure and submit to the Architect signed statements from affected Property Owners that he has fulfilled his obligations with regard to their respective properties.

C-35 MAINTENANCE PERIOD REQUIRED

The Contractor's attention is directed to the provisions hereinafter in the Contract Documents which require, unless otherwise provided, the maintenance of all work and materials furnished under this Contract, for a period of one (1) year after final completion construction of each Awarded Bid and acceptance of the Work with an extended Maintenance Bond period for pavement surfaces as set forth in C-36.

C-36 MAINTENANCE BOND

Unless otherwise specified, before Final Payment is made as herein provided, the Contractor shall furnish a Surety Corporation's Bond to the Township in a sum equal to:

- Fifty percent (50%) of the final adjusted Contract amount if such amount be \$25,000 or less;
- Thirty percent (30%) of final adjusted Contract amount if such amount be greater than \$25,000, but less than \$75,000, and;
- Ten percent (10%) of the final adjusted Contract amount if such amount be \$75,000 or more.

The Bond and surety corporation shall be satisfactory to the Township and the Bond shall remain in full force and effect for a period of one (1) year from the date of Township's final payment for the Contracted Work and shall provide that the Contractor and the Surety Guarantee will, replace for the period of one (1) year from the final payment for the Work, all Work performed and/or all materials furnished that was performed and/or were furnished according to the terms and performance requirements of the Contract documents deemed unsatisfactory by the Architect and will, make good any defects thereof which become apparent before the expiration of one (1) year. The Maintenance Bond period relative to pavement surfaces requires an extended Maintenance Bond period as set forth in C-57.

C-37 LAYING OUT THE WORK (AS APPLY)

Contractor to Establish Controls

The Contractor shall establish all bench marks and the position of base line control points on the site of the work. The Contractor shall be issued a copy of the survey from which the improvement plan was developed upon request.

Contractor to Provide Construction Stakes

From the established controls, the Contractor shall run all offset lines, set and drive stakes, set batter boards, and take all other measurements to lay out the Work in accordance with the intent of the Contract Drawings. This work is to be performed by a land surveyor licensed to practice in the State of New Jersey.

Architect to Check Contractor's Layout

After the Contractor has erected batter boards, or forms, and set line and elevations for the grading, paving or structures, the Architect shall check such work for obvious errors in alignment and grade and only upon approval of the Architect shall the Contractor proceed with permanent construction of the Work.

Contractor Responsible For Errors

Notwithstanding the Architect's responsibility to check the Contractor's layout of the Work for obvious errors or omissions, the basic responsibility for laying out the work remains the Contractor's and he shall be responsible to the Township for rectifying same or for the cost of rectifying any errors resulting from his layout of the work.

Contractor to Assist Architect

When requested by the Architect, the Contractor shall make available a competent person from his construction force to assist the Architect in any manner which may be necessary to check the grades and alignment as well as other features of the Work. No extra payment will be made for the services of such assistant, and payment for the assistance shall be deemed to be included in various unit prices of the Bid. Failure to comply with this provision shall be sufficient cause for the Architect to stop the Work on unchecked sections.

Contractor to Protect Control Points

The Contractor shall adequately protect all monuments, stakes, and marks set by the Consulting Architect. If they are disturbed or obliterated by the Contractor during the progress of the Work, they shall be replaced by the Architect at the Contractor's expense, and the amount thereof may be withheld from any payment due or becoming due. The Architect shall require five (5) days' notice prior to replacement.

C-38 MONUMENT STONES (AS APPLY)

If any existing monument stones, irons or stakes designating the lines of property, streets or highways are encountered, the Contractor shall not disturb them, except with the approval of the Architect. The Contractor shall furnish the necessary labor, when required, to remove any monument stone and to reset same, and he shall be held responsible for the loss of any such stone removed.

The re-establishment and resetting of any existing monument stones shall be done by a professional Land Surveyor licensed to practice in the State of New Jersey. Upon notification by the Architect, the Contractor shall promptly re-establish and/or reset any monument disturbed by his operations. All costs for the above work shall be borne by the Contractor and there shall be no separate payment by the Township. Furthermore, the Township shall consider itself damaged to the amount of two hundred fifty dollars (\$250.00) for each violation of this provision. The amount of the damage shall be deducted from any payments to be made on the Contract.

C-39 ARCHITECT'S STATUS DURING CONSTRUCTION

The Architect shall be the Township's representative during the construction period. All instructions of the Township to the Contractor shall be issued through the Architect.

The Architect shall make periodic visits to the site of the Work to observe the progress and quality of the executed Work to determine, in general, if the Work is proceeding according to the Contract Documents. The Architect shall not be required to make continuous or exhaustive on-site inspections nor shall he be responsible for construction means, methods, techniques sequences or procedures, or the safety precautions incidental thereto. On the basis of his on-site observations, the Architect shall keep the Township informed of the progress of the Work and will endeavor to guard the Township against defects and deficiencies in the completed Work.

C-40 ARCHITECT'S DECISIONS AND ORDERS**Work To Satisfy the Architect**

The Work provided for herein shall be performed under the general direction and to the entire satisfaction of the Architect, and his decision upon all questions relating to the quality and acceptability of the Work performed shall be final and binding.

Clarification and Interpretations (Post-Bid)

The Architect shall issue, with reasonable promptness, such written clarification or interpretations of the Drawings or Specifications as he may determine necessary for the proper execution of the Work. Such clarifications must be consistent with the overall intent of the Contract Documents and shall be binding upon all parties to the Contract.

Architect to Decide Payment Disputes

The Architect shall determine the amount and quality of the Work performed and of materials

furnished which are to be paid for under the Contract. Any such decision and his estimate shall be final and conclusive and such estimate, in case any questions may arise, shall be a condition precedent to the right of the Contractor to receive any money due under the Contract, or to the right of the Township to withhold amounts due.

C-41 INSPECTION AND TESTING PROCEDURES

Thorough Inspection Required

The Township contemplates and will require, and the Contractor agrees to, the most thorough possible inspection of the Work at all times by the Township, the Department of Public Works or their representatives. Such inspection shall include, but is not limited to, all labor performed and materials furnished, delivered or intended to be used in the Work and including their manufacture, fabrication, installation, and testing.

Access to the Work

The Contractor shall furnish the Architect with every reasonable facility for ascertaining whether or not the Work, as performed, is in accordance with the requirements and intent of the Contract Documents.

The Township or the Architect shall have the right to inspect all Work done and all materials furnished either in the field or at the point of manufacture. The Contractor shall furnish or cause to be furnished to the Architect, safe access at all times to the places where preparation, fabrication or manufacture of materials and/or construction of the Work is in progress.

When the Architect or his representative is in or about the premises mentioned above, in the course of his duties, he shall be deemed conclusively to be an invitee of the Contractor. If the Contractor be not the owner of the premises mentioned above, the Township thereof shall be deemed an agent of the Contractor with respect to the obligation assumed hereby. The Contractor or his agent, as described above, shall be liable for the payment of claims for injuries to the Architect or his representative due to negligence on the part of the Contractor or his agent.

Certificates of Manufacture

For raw or manufactured materials or products which are normally tested in the shop by the manufacturer, the Contractor shall furnish the Architect with three (3) copies of certified records of physical, chemical, and other pertinent tests, and/or certified statements from the manufacturer that the materials have been manufactured and tested in conformity with the Specifications. Where such a small quantity of material is required as to make physical tests or chemical analysis impractical, a certificate from the manufacturer stating the results of such test or analysis on similar materials which were concurrently produced, may, at the discretion of the Architect be considered as the basis for the acceptance of such materials.

Covering Uninspected Work

If any Work be buried, covered or otherwise concealed prior to inspection or otherwise contrary to the orders and direction of the Department of Public Works and such Work is not subject to testing and approval by any acceptable alternate method, it must, if required by the Architect, be uncovered for examination. Such uncovering and all, necessary restoration regardless of the final acceptability of the Work uncovered, shall be at the expense of the Contractor.

Uncovering Completed Work

The Architect may order the uncovering of any completed portion of the Work at any time prior to acceptance, regardless of the degree or inspection initially provided and regardless of any prior approvals. If, after examination, such uncovered Work is found to be in accordance with the Contract Documents, then all expenses involved in the uncovering, examination, testing, and restoration shall be borne by the Township. If such uncovered Work does not meet the requirements of the Contract Documents, then all expenses involved, including the correction of all deficiencies in the Work, shall be borne by the Contractor,

Inspectors

The Work shall be conducted under the general supervision of the Architect who may be assisted by such Inspectors as the Township may agree to employ.

Inspectors are stationed on the site of the Work to represent the Architect and to report to him concerning the progress of the Work and the quality of workmanship and materials being furnished and shall not be responsible for the safety practices of the Contractor which are dictated by the Contractor's choice of construction means, methods, techniques, sequences and procedures. Such Inspectors shall inform the Architect and the Contractor when it appears that Work being performed and/or the materials being furnished do not conform to the requirements of the Contract Documents. Such inspection, if provided, shall not relieve the Contractor of his basic responsibility to furnish

Materials and perform Work in complete accordance with the requirements of the Contract Documents.

The Inspector is not authorized to revoke, alter, relax or release any requirements of the Contract Documents or to issue instructions contrary to the Contract Documents.

If disputes arise between the Inspector and the Contractor relating to the acceptability of the Work, the Inspector is authorized to reject the Work involved and to notify the Contractor that further Work on the portions of the Project involved is unauthorized and subject to non-payment until the question at issue can be referred to and decided by the Architect.

The Inspector shall perform certain tests to insure adequate construction, compliance with Specifications, and the suitability of construction materials and for any other reason it may deem necessary. The Contractor shall cooperate in making all tests and furnish the labor and equipment (i.e. small construction tools, wheel barrows, etc.) to assist the Architect and/or his representatives at the job site in performing the testing.

Ordering Materials

Before ordering materials, the Contractor shall obtain the Architect's approval or their acceptability. In the case of concrete aggregate and similar materials, samples must accompany the request for approval. The Contractor must forward to the Architect copies of all Purchase Orders as issued to his suppliers and must, within forty- eight (48) hours of receiving any shipments of materials, notify the Architect of the kind, quantity, proposed use, and storage place of such materials and must forward to the Architect copies of any shipping lists, invoices or delivery slips accompanying such deliveries.

Testing Materials

Except as may be provided elsewhere, tests or analysis of materials which are usually tested after delivery to the site, such as concrete aggregates, mixed and placed concrete, and similar materials, will be performed by the Architect or testing laboratories which will be approved by the Architect and selected and paid for by the Township. The preliminary testing of concrete mixtures and tests or analysis of the materials, samples to which are to be submitted prior to delivery, will also be performed by the laboratory and paid for by the Township. The Contractor shall furnish all labor and material and otherwise make provisions for the collection and undisturbed storage of all samples of materials as required and directed by the Architect. The Township will furnish necessary sampling equipment and containers, and transport all samples from the site to the laboratory.

If the Architect orders sampling and analysis or tests of materials which are usually accepted on certification of the manufacturer but which appear defective or not conforming to the requirements of the Specifications, the Township will bear the reasonable costs of sampling, transportation, tests, and analysis if the material is found to be sound and conforming to the Specifications. The Contractor shall bear all costs, if found defective or not conforming to the Specifications.

C-42 BACKCHARGE FOR INSPECTION SERVICES

The Contractor shall be responsible for providing proper notification of the requirements for inspection services to the office of the Architect. Failure to do so or, where said notification has been made and an Inspector is scheduled for the Project whereby the Contractor does not comply with the advisement, back charges for lost time will be rendered. Payment for said back charges are to be paid directly to the Township by the Contractor. Failure to render such payment will result in a deduction from any monies becoming due the Contractor.

C-43 CONTROL OF THE WORK

Unauthorized or Defective Work

Any materials or Work unauthorized or found to be defective, or not in strict conformity with the requirements of the Drawings and Specifications or defaced or injured through the negligence of any Contractor or its Subcontractors or employees, or through actions of fire or the weather or any causes, shall be removed immediately and new materials or work substituted therefore without delays by the Contractor.

No previous inspection or partial payment shall be held as an acceptance of defective Work or materials or to relieve the Contractor from the obligation to furnish sound materials and to perform satisfactory work. The Architect is to be the final judge of the materials and Work furnished.

If the Architect deems it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value between such Work and that specified, together with a fair allowance for damage, shall be deducted from the Contract price.

Suspension of Work

The Architect shall have the authority to suspend the Work wholly or in part, for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered necessary and not due to the failure on the part of the Contractor to carry out orders given, or perform any or all provisions of the Contract. If it should become necessary to stop work for such an indefinite period, the Contractor shall store all materials in such a that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way, and he shall take every precaution to prevent damage or deterioration of the Work performed, provide suitable drainage of the site, opening ditches, shoulder drains etc., and erect temporary structures where necessary. The Contractor may not suspend the Work without written authority.

During suspension of Work due to any cause whatsoever, when deemed necessary by the Architect, the entire Work under Contract or any section thereof shall be thrown open to use, and the Contractor shall place any such section in satisfactory condition for use without additional compensation. The Contractor shall be responsible for the satisfactory maintenance of any such section of Work thrown open to use prior to its final acceptance.

When Work is suspended as herein provided, payments for completed portions of the Work will be made as hereinafter provided for normal progress payments and a suitable extension of time for completing the suspended Work will be made. No compensation or allowance will be made on account of such suspension unless it be for more than fifteen (15) days.

Should the suspension exceed fifteen (15) days and should the Contractor have additional expenses on account thereof, he shall have the right to file with the Township a statement of such additional expense and if the Township deems such statement proper, the Contractor will be reimbursed therefore, provided:

- a. That the statement of additional expense is filed within fifteen (15) days of the conclusion of the period of suspension in question;
- b. That the statement of additional expense includes no charges occurring during the first fifteen (15) days of any suspension; and,

- c. That no charges are made by the Contractor for any Work be dismissed within twenty (20) days after such appointment or performed during the period of suspension.

If the period of suspension exceeds one year, the Township will, upon the written request of the Contractor, annul the Contract as hereinafter provided.

Annulment of Contract

When the Township deems it advisable in the interest of the Township, it may annul this Contract upon giving thirty (30) days written notice to the Contractor, and if not in default, payments will be made as provided for all Work done by him under the terms and conditions of this Contract up to the time of annulment. The Contractor shall be reimbursed by the Township for such expenditures as, in the judgment of the Township, are not otherwise provided for and as are required in preparing for and moving to and from the Work. It is understood however, that no payment shall be made for any claim for loss of anticipated profits.

The Contractor, if notified to do so by the Township, shall promptly remove any or all of his equipment and supplies from the site of the Project. Failing to do so, the Township shall have the right to remove any or all of his equipment and supplies from the site at the expense of the Contractor.

If the Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or if a receiver or liquidator shall be appointed for the Contractor or for any of his property and any proceeding in connection therewith shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or if the Contractor shall fail or refuse to regard laws and ordinances and such orders as may from time to time be given by the Architect with respect to the work; or if the Contractor shall assign or sublet the Work other than as herein specified or if the Contractor fails in doing the Work as specified; or fails to perform the Work with sufficient materials to ensure the prompt completion of said Work, or shall perform the Work unsuitably or shall neglect or refuse to remove materials or perform anew such Work as shall be rejected as defective and unsuitable, or shall discontinue the prosecution of the Work, the Township may, upon written certificate from the Architect and after two (2) days written notice to the Contractor from the Township of the fact of such delay, neglect or default on the part of the Contractor, have full power and authority, without violating the Contract to take the prosecution of the work out of the hands of said Contractor, to appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement with another or others for the completion of said Contract, according to the terms and provisions thereof, or use such other methods as, in the Township's opinion, shall be required for the completion of said Contract in an acceptable manner.

Should the Township so elect to take the prosecution or the Work out of the hands of the said Contractor, all rights, titles, and interest in and to the equipment and material owned by the Contractor and used in the execution of the Contract, shall be vested in the Township, and on Completion of the said Contract, the Township may dispose of the same in the manner that to it may be deemed to the best interest of the parties concerned. All costs and charges incurred by the Township, together with the costs of completing Work under this Contract, shall be deducted from the monies due or which may become due said Contractor.

In case the expense so incurred by the Township shall be less than the sum which would have been payable under the Contract, if it had been completed by said Contractor, then the said Contractor shall be entitled to receive the difference, and in case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and his Surety shall be liable and shall pay to the Township the amount of said excess.

Contractor's Right to Stop Work or Terminate Control

If the Work should be stopped under an order of any court, or any other public authority, for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the Architect should fail to issue any estimate for payment within thirty (30) days after it is due, or if the Township should fail to pay the Contractor within thirty (30) days of its maturity and presentation any sum certified by the Architect or awarded by arbitrators, the Contractor may, upon seven (7) days written notice to the Township and the Architect, stop work or terminate this Contract and recover from the Township payment for all work executed, plus any loss sustained upon any plant or materials plus reasonable profit and damages.

Default of Contract

When in the opinion of the Architect, the Work or any part thereof has been abandoned, is unnecessarily delayed, or cannot be completed by the Contractor at the rate of progress or within the time specified, or the Contractor is willfully violating any of the covenants of this Contract or is carrying it out in bad faith, then the Architect may so certify in writing to the Township and the Township may declare the Contractor in default of the Contract and notify him to discontinue the Project. The Township may then call upon the Surety to complete the Project, or may complete it by other means, as the Township may elect. The Township may take over and use materials and equipment on the site of the Project at the time of default and may procure other materials and equipment and all else necessary for the completion of the project.

The Township shall recover, the cost of finishing the Project by deducting the amount thereof from any monies due or which may be due that Contractor under his Contract, and when such monies are insufficient to pay said cost the amount of said cost in excess of such monies shall be paid by the Contractor or the Surety.

Legal Address of Contractor

Both the address given in the Proposal upon which this Contract is founded and the Contractor's office at or near the site of the Work, are hereby designated as places to either of which notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above-named places, or depositing in a postpaid wrapper directed to either such place, in any post office box regularly maintained by the Post Office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. The first-named address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the Township. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

C-44 CONTRACT CHANGES

Claim for Additional Compensation

The Contractor shall notify the Architect, in writing, of intention to make claim for additional compensation for Work required or materials to be furnished that, in his opinion, are not covered in the Contract, Change Order or Supplementary Agreement prior to performing Work required and/or furnishing said or materials. No Work shall begin or materials furnished until the Contractor is authorized, in writing, by the Architect to do so. If such authorization is not given and the Architect be not afforded proper facilities for keeping account of the actual cost to the Contractor of such Work and materials, then the Contractor shall agree, and hereby does agree, to waive the claim for such additional compensation.

Supplementary Agreements

If it is found necessary to have any Work executed beyond which is covered by the items of Work in the Contract, the Contractor hereby agrees to execute the same in as diligent a manner as followed in the execution of the Work under the original Contract. The Architect will have the right to enforce any provisions under the Contract in the execution of said Work.

The amount of compensation to be paid to the Contractor for any Supplementary Work, as so

classified and ordered shall be determined by any of four methods as approved by the Township as follows:

1. By such applicable combination of Contract unit prices, if any, as are set forth in the Contract and may be used to describe the Work performed; or
2. If no combination of unit prices is possible, then by unit prices or by a lump sum mutually agreed upon by the Township and the Contractor; or
3. If the Supplementary Work is performed by Subcontract and the amount of such Subcontract be verified as reasonable by the Architect, then the Contractor shall be paid the amount of such Subcontract as full compensation; or
4. If no such unit prices are set forth and if the parties cannot agree upon unit prices or a lump sum and the Work is not performed by Subcontract, then the Contractor shall receive the true necessary cost to him, including Worker's Compensation, Public Liability, Unemployment and Social Security Insurance but exclusive of administration, general superintendence and profit, as determined by the Architect, plus twenty percent (20%) of said necessary cost, which said twenty percent (20%) shall be considered as covering administration, general superintendence, profit, and all other expenses not included in the net cost, and the Architect's determination and certificate of such cost when approved by the Township shall be binding and conclusive on the Contractor, and the Architect shall be deemed the Arbiter to determine the cost of such Work. It is understood that before any Work is started or materials are ordered, the rate to be paid for labor, materials, equipment rental and all other unit costs applicable to the Work, and the number and kind of laborers, quantities of material, type of equipment or appurtenances to be used in initiating and continuing the Work shall be mutually agreed to by the Contractor and the Architect; the Contractor shall make no changes in the labor, materials equipment, supplies, and appurtenances without prior written approval of the Architect. Prices paid by the Contractor shall be at current local rates and payment to the Contractor will be made by the Township at the current local rates or prices mutually agreed to by the Architect and the Contractor.

All components of cost, Work performed, equipment, material, and labor furnished, shall be reported on daily sheets, and the Contractor shall be paid on the basis of the daily reports signed by the Architect or his designee.

UNDER NO CIRCUMSTANCES SHALL WORK BE HALTED FOR A LACK OF AGREEMENT RELATIVE TO PRICE. NO EXTRA WORK SHALL BE PAID FOR UNLESS ORDERED IN WRITING BY THE ARCHITECT.

Change Orders

Before payment is made for any Additional or Supplementary Work or before any final payment certificate is submitted, the Architect will prepare a Change Order for any such changes in quantities, additional items or other alterations in the requirements or the Contract Documents. He shall also prepare a Reduction Order if any quantities have been omitted.

These Change Orders shall be written, shall carry a statement or recommendation over the signature of the Architect and shall be executed by the Contractor and the Township. These Orders shall be combined with the original Contract and the final estimate shall be in accord with this combination.

Supplementary Drawings

Drawings may be issued by the Architect, to the Contractor from time to time, where the Drawings require supplementing, to explain the Work more fully or to show additions or changes which have been ordered by the Township. These Supplementary Drawings shall have the same force and effect as any other Contract documents.

Extension of Time

Extension of time may be granted by the Township on account of some unusual difficulty, accident or other good and sufficient cause, and by so doing the Township may waive the right to deduct from any subsequent estimates, during the period of any such allowed extension of time, the liquidated damages already provided for, but in any and all such cases of extension of time, the Contractor shall be liable to the Township for all wages and expenses which the Township must pay for the inspection of the Work or material after the date herein set forth in the completion of the Work, except when such extension of time is required by a duly issued Change Order increasing the quantity of Work to be performed. All requests from the Contractor for extension of time must be accompanied by the approval of the Surety Company bondsmen.

C-45 SHOP AND SETTING DRAWINGS

The Contractor shall submit with such promptness as to cause no delay in his Work or that of any other Contractor, six (6) copies, plus one (1) for each other interested Contractor or Supplier of all shop or setting drawings, details, and schedules required for the Work. The Consulting Architect will make proper distribution of all Drawings as directed by the Architect.

The Architect's approval of Shop or Setting Drawings shall only be construed to apply to general layout and conformations to the design concept of the Project and for compliance with the general requirements of the Contract Documents. The responsibility for any deviations from the requirements of the Contract Documents must remain the Contractor's unless he has, in writing, specifically called the Architect's attention to such deviations at the time of submission and has received the Architect's written approval of such deviations.

C-46 PUBLIC UTILITIES AND SUBSURFACE STRUCTURES

Available information as to the location of existing subsurface structures and utilities has been collected from various sources. The results of such investigations, shown on the Contract Drawings, are not guaranteed as to accuracy.

Attention is particularly directed to the fact that the locations, elevations and sizes of utilities, and other subsurface structures shown on the Contract Drawings are not warranted to be even approximately correct, nor can they be assumed to be the only subsurface piping or structures which may be encountered in the Work. The Contractor shall make all necessary supplemental investigations and shall have no claims for damages due to subsurface structures or utilities encountered in locations other than shown on the Contract Drawings.

The Contractor is required to notify, in writing, any Utility Owners involved as to the nature and scope of the Project and of his operations that may affect their facilities. The Architect shall receive two (2) copies of such notices. The term "Public Utility" used in these Specifications shall be construed to mean those publicly or privately owned. When utility facilities are damaged by the Contractor, notification should be given to the utility owners, who may cause him to repair the damage or may cause its repair by others at the Contractor's expense. If the cost thereof has not been paid by the Contractor within thirty (30) days after billing, the Township upon application of the owner of the utility or their designated representative may retain an amount sufficient to cover the cost from any monies due or that become due the Contractor.

The Contractor shall at his own expense, support and secure from damage any utility structure within the site of the Project, and shall not remove any utility without the consent of the Township. He shall be responsible for any damage to hydrants or water mains. House connections damaged by the Contractor shall be repaired by licensed plumbers at the Contractor's expense. Flow in sewers and drains shall be maintained at all times.

All basin heads, monument boxes, manhole frames and heads, valve boxes and other similar fixtures on the line of the Work must be reset by the Contractor to the established grade and in a workmanlike manner. This Work is considered to fall within the scope of the Project. All costs for same are to be

included in the unit prices of the Proposal and no additional compensation will be given for this Work.

Permits and Licenses

The Contractor shall obtain all required permits and licenses and pay all charges and fees necessary for same. He shall give all notices necessary and incident to the due and lawful prosecution of the Work.

He shall apply for a permit to use water from hydrants or other outlets and the use of water shall be subject to the charges, rules, and regulations of the Utility. The Contractor shall be responsible for any damage to hydrants, water mains, house connections sprinklers or meters.

C-47 RESPONSIBILITY OF CONTRACTOR

Responsibility for Work

The Contractor is responsible for all damages due to his operations; to all parts of the Work; and to all adjoining property until the Work is accepted and final payment is made. The Contractor shall protect the Township and the Architect from all suits, actions, damages and costs of every nature and description resulting from the Work of this Contract. The Contractor is responsible for the protection of all finished Work until the Project is accepted and final payment is made.

If at any time after final acceptance by the Township, it should be discovered that the Work was not constructed to the standard established by the Architect; or that the materials used or the Work performed were not in accordance with the Drawings and Specifications, the Contractor shall be held as fully liable as though such defect or condition had occurred or been discovered before such acceptance.

Contractor Assumes Absolute Liability

The liability of the Contractor hereunder, for all injuries to persons or damages to persons or damages to property, is absolute and is not dependent upon any question of negligence on his part or on the part of his or its agents, servants or employees, and neither the approval of the Architect of the methods of doing the work, nor the failure of the Architect to call attention to improper or inadequate methods or to require a change in methods nor the neglect of the Architect to direct the Contractor to take any particular precautions or to refrain from doing any particular thing, shall excuse the Contractor in case of any such injury to persons or damages to property.

C-48 INDEMNIFICATION OF TOWNSHIP

The Contractor shall indemnify and hold harmless the Township from and against any and all proceedings, judgments, obligations, losses, damages, deficiencies, settlements, assessments, charges, costs, and expenses, (including without limitations reasonable attorney's fees, investigation expenses, court costs, interest and penalties) arising out of, or in connection with, any claim for damages by any person or entity, as a result of:

- (i) the Contractor's performing its obligations under the Contract, doing or safeguarding any Work, furnishing or delivering any machinery, tools, parts, equipment, supplies or materials, or selecting or installing any materials, appliances or implements used in construction; or
- (ii) any act or omission of the Contractor, or his or its agents, servants or employees, that results in a claim for infringement of patent, trademark, or copyright, or for violation of any law, ordinance, regulation, order or judgment; except this provision shall not apply to any such claim for damages that results from the sole negligence of the Township.

The whole, or so much of the monies due under and by virtue of the Contract as shall be considered necessary by the Township may, at its option, be retained by the Township until all suits or claims or demands for damages as aforesaid shall have been settled and evidence to that effect furnished to the satisfaction of the Township.

C-49 CONTRACTOR'S INSURANCE

Certificates of Liability and Workers' Compensation Insurance satisfactory to the Township shall be filed with the Township.

All of the Contractor's insurance coverage shall contain a clause indemnifying and saving harmless the Township, the Architect, the Consulting Architect and their agents from any and all liability of whatever nature arising from the Work to be performed under the Contract, including attorney's fees and costs in connection with the defense of such claims. The Certificate of Insurance furnished by the Contractor shall state specifically that the above indemnification is guaranteed by the Policy.

The minimum amounts of insurance to be carried by the Contractor shall be as follows:

- Workers' Compensation and Employee's liability Insurance: The Contractor shall take out and maintain during the life of this Contract adequate Workers' Compensation and employer's Liability Insurance for all employees employed in connection with the Work, and in case any Work is sublet, the Contractor shall require each Subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance for the latter's employees, unless such employees are covered by the protection afforded by the Contractor's insurance. Employer's Liability Insurance shall have limits of not less than

\$500,000 per accident, or for disease \$100,000 per claim. Public Personal Injury Liability and Property Damage Liability including contingent liability and Contractual liability:

One person in any one occurrence	\$1,000,000.00
Two or more persons in any one occurrence	\$2,000,000.00
Aggregate property damage limit	\$ 500,000.00
Property damage in any accident	\$ 250,000.00

Automobile Liability Insurance:

One person in any one accident	\$1,000,000.00
Two or more persons in any one accident	\$2,000,000.00
Property damage in any accident	\$ 250,000.00

Property damage insurance shall be extended to cover damage to underground wire, pipes, ducts, conduits, structures, etc., and further to cover explosion damage and damage due to collapse.

The policies shall remain in force until all Work has been completed. The Contractor shall ascertain the cost to him of all the required insurance policies before submitting his Bid. All policies shall be endorsed to provide both the Township and the Architect with thirty (30) days written notice in advance of any changes or cancellations which modify the coverage provided. In the event the Contractor shall carry blanket Liability Insurance coverage, compliance with the foregoing requirements shall be met by furnishing of an endorsement or rider to say blanket Liability Insurance policy naming the Township as a co-insured for the Work involved, hereunder, provided the limits of said blanket Liability Insurance policy shall comply with the amounts outlined above.

The policies and/or endorsements herein required must be submitted to the Township in duplicate at least five (5) days prior to beginning any Work under the terms of the Contract.

C-50 CHATTEL MORTGAGES

No materials or supplies, for the Work, shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the Work.

C-51 RIGHT OF PROPERTY IN MATERIALS

Nothing in these Specifications or in the Contract shall be considered as vesting in the Contractor any right of property in materials used, after they shall have been attached or affixed to the Work, but all such materials shall upon being so attached or affixed, become the property of the Township.

C-52 PATENTS, ROYALTIES AND LICENSES

As part of his obligation, hereunder and without any additional compensation, the Contractor shall pay for all patent fees, licenses or royalties required with respect to the Work, and will fully indemnify the Township for any loss on account of infringement of any patent rights unless, prior to his use on the Work of a particular process or a product of a particular manufacturer, he notifies the Township in writing that such process or product is an infringement of a patent.

C-53 CLAIMS AND PROTECTS

If the Contractor considers any Work required of him to be outside the requirements of the Contract or considers any record or ruling of the Inspectors or Architect as unfair, he shall ask for a written instruction or decision immediately and should then file a written protest with the Township against the same within five (5) days thereafter or he shall be considered as having accepted the record or ruling, and shall, therefore, forfeit any claim to future compensation in any form on account of such order or decision.

C-54 PAYMENTS TO CONTRACTOR**Before and During Construction**

All dimensions shall be obtained or verified by the Contractor for accommodation of equipment and/or materials furnished by the Township and/or the Contractor and installed by the Contractor. Dimensions on the Drawings indicate nominal sizes under ideal conditions and shall not under any circumstances be so construed as to relieve the Contractor of the responsibility of taking measurements in the field and furnishing material of the correct dimensions.

Scope of Payments

The Contractor shall receive and accept the compensation, as herein provided, in full payment for furnishing all materials, labor, tools, parts, supplies, and equipment and for performing and maintaining all Work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, until its final acceptance by the Township after duration of the Maintenance Period, and for all risks of every description connected with prosecution and maintenance of the Work, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for any infringement of patent, trademark or copyright and for completing the Work and the whole thereof, in an acceptable manner according to the Drawings and Specifications. The payment of any current or final estimate, or of any retained percentage, shall in no way or degree, prejudice or affect the obligation of the Contractor at his own cost and expense, to repair, correct, renew or replace any defects and imperfections or damages discovered on or before final inspection and acceptance of the Work or during or after the Maintenance Period, and of which defects, imperfections or damages the Architect shall be the judge, and the said Contractor shall be liable to the Township for failure to do so.

Payments

Payment will be made for the actual Work done under each item scheduled in the Proposal. Monthly invoices should be made of the approximate Work done and materials, built into the Project, percentages of the amount due, in accordance with the Contract, including that for extra work, according to the monthly invoices, will be approved for payment within Thirty (30) days following said approval. Thereafter, payments will be made in like manner monthly until the Work is completed.

When the Work is completed and accepted by the Township, a final, certificate of the cost of the

Work will be made by the Architect based upon the actual Work done, and when the final invoice is approved, the money due the Contractor for the performance of the Work, after deduction of all previous payments, will be paid, provided however, that all claims have been fully satisfied.

If specifically contained within the Contract between the Township and Contractor, the Township may provide, in the monthly progress payments, payment with respect to all materials stored at secured locations, subject to approval by the Architect, which are suitable for use in the execution of the Contract Agreement, if the person providing the materials furnished releases of liens and invoices for the materials at the time each estimate of Work is submitted for payment. The total of all the partial payments shall not exceed seventy five percent (75%) of the cost of the materials until, such time as the materials become an integral, part of the Project. Until such time as final acceptance of the Project, the Contractor shall maintain, be responsible for and assume full liability for damages, destruction, theft, etc., of all materials furnished, supplied, and stored on site.

The Contractor, before receipt of any certificate calling for payment, shall furnish the Architect with satisfactory evidence that all persons who have done work or furnished material for this Contract or who have sustained damage or injury by reason of any act, omission or carelessness on his part or his agents in the prosecution of the Work have been duly paid or so secured that no liability of any kind or character can attach to the Architect or the Township on account of any such claim.

The Architect shall not be required to prepare or process for payment any current progress estimate whose aggregate amount is less than \$1,000.00 or one percent (1%) of the Contract amount, whichever sum is the lesser.

Negotiable Bearer Bonds

In Contracts having a total cost in excess of \$100,000.00, Contractor may agree to the withholding of payments in the manner prescribed below or may deposit with the Contracting unit negotiable bearer bonds of the State of New Jersey, or negotiable bearer bonds or notes of any political subdivision of the State, the value of which is equal to 10 percent (10%) of the amount due on each partial payment, or as provided by the Contractor. The nature and amount of the bonds or notes to be deposited shall be subject to approval by the Township. For the purposes of this section, value shall mean par value or current market value, whichever is lower.

If the Contractor agrees to the withholding of payments, the amount withheld shall be deposited, with a banking institution or savings and loan association insured by an agency of the Federal Government, in an account bearing interest at the rate currently paid by such institutions or associations on time or savings deposits. The amount withheld, or the bonds or notes deposited and any interest accruing on such bonds or notes, shall be returned to the Contractor upon fulfillment of the terms of the Contract relating to such withholding. Any interest accruing on cash payments withheld shall be credited to the Contracting unit.

Project Cash Retainage

In accordance with New Jersey Law, Chapter 152; the cash retainage being withheld from partial payments pending completion of the Contract, will be two (2%) percent on any amount due on each partial improvement.

The Contractor shall be permitted to deposit with the Township negotiable bearer bonds of the State of New Jersey or negotiable bearer bonds of a political subdivision of the State, all subject to the approval of the Township. Where monies, are withheld, the funds will be deposited in a banking institution or savings and loan association. Any interest accruing thereon or the bonds or notes shall be returned to the Contractor upon fulfillment of the terms of the Contract. The Township shall pay to the Contractor on a monthly basis the balance not retained as aforesaid, except that payments may be withheld at any time if the Work is not proceeding in accordance with the Contract.

Withholding Payments

The Architect may withhold, or on account of subsequently discovered evidence, nullify the whole or part of the certificate for payment to such extent as may be necessary to protect the Township from losses on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of any Contractor to make payments promptly to Subcontractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.

When all the above grounds are removed, certificates will at once be issued for amounts withheld because of them.

Conditions of Acceptance

The Contractor shall notify the Architect when the Project is completed. If the Project is not acceptable to the Architect, he will advise the Contractor as to the particular defects to be remedied before final acceptance will be made.

The whole Work must be furnished in a neat and workmanlike manner and must be in that condition at that date. Defects arising from any cause or at any time before acceptance must be made good and the whole Work put in the condition as herein specified before acceptance.

This section is not to be construed to prevent the Township from entering upon and using the whole or any portion of the Project which may be in condition for use at any time prior to the final acceptance by the Township and such privilege is hereby given. The final inspection and acceptance will be made by the Township when the Project is completed.

Payments made to the Contractor before final acceptance does not commit the Township to acceptance of the Work.

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Township a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and materials for which a lien could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release in full, furnish a bond satisfactory to the Architect to indemnify the Township against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Township all monies that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

C-55 ACCEPTANCE OF PAYMENT NOT A WAIVER

Neither the acceptance by the Township, nor any of their employees, nor any order, measurement or certificate of the Architect, nor any order by the Township for payment of money, nor any payment for nor acceptance of the whole or any part of the Work by the Township, nor any extension of time, nor any possession taken by the Township or employees thereof shall operate as a waiver of any portion of this Contract or any powers herein reserved to the Township, or any right to damages herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. All remedies provided in this Contract shall be taken and construed as cumulative that is, in addition to each and every remedy herein provided.

C-56 FINAL PAYMENT TERMINATES TOWNSHIP'S LIABILITY

No person, firm or corporation other than the signer of this Contract as Contractor now has any interest hereunder, no claim shall be made or be valid and neither the Township nor any of his agents shall be liable for or be held to pay any money except as provided in this Contract. The acceptance by the Contractor of the final payment aforesaid shall operate as, and shall be, a release to the Township

and its agents.

C-57 SURFACE GUARANTY

~~Unless otherwise provided, the Contractor's responsibility for all pavement surface repairs shall be extended beyond the normal one (1) year Maintenance Period set forth in the Section under MAINTENANCE BOND to a period of two (2) years beyond the normal one (1) year period of maintenance for a total surface repair period of three (3) years. During the latter two (2) years of this period, the Township will require a Maintenance Bond, of a satisfactory form, in the sum of five percent (5%) of the final adjusted Contract amount to cover any necessary surface repairs within the limits of the Contract.~~

C-58 AFFIRMATIVE ACTION REQUIREMENTS

Pursuant to: N.J.S.A. 10:5-31 et.seq. and N.J.A.C. 17:27

http://www.state.nj.us/treasury/contract_compliance/index.shtml

See Section I (Appendix)

D. SPECIAL PROVISIONS
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SPECIAL PROVISIONS

D-1 SCOPE OF WORK

The Work under this Contract includes interior & exterior improvements; removal and replacement of existing windows, repair and all related improvements at Municipal Building in the Township of West Orange:

Base Bid – Phase I:

Municipal Building Interior Improvements & Repairs

The special tasks required to complete the Building Renovations are listed below and include, but are not limited to, the following:

- Interior Work: Carpentry, Drywall and Finishes
- Provide New Flooring/Wall Base Finishes
- Repair/New Ceiling Grid System/Replace Ceiling Tiles
- New Plumbing Fixtures
- Remove through window/wall mechanical units and all associated support/mounting & provide solid panels to match windows & infill masonry wall opening to match.
- Window Treatment
- All other Work of any type or description necessary for the completion of the Project, whether or not specifically shown on the Plans or Specifications herein.

D-2 PROJECT DRAWINGS

Drawings outlining the limits of the Project and Construction Details have been prepared by the Consulting Architect and are included among the Contract Documents.

D-3 ADJUSTMENTS AND CHANGES

All adjustments of quantities, Contract changes and change orders shall be made in accordance with N.J.A.C. 5:30-14.4. The Contractor shall familiarize himself with these regulations copies of which are available in the office of the Architect.

Provisions of these Contract documents which conflict with the contents of N.J.A.C. 5:30-14.4 are null and void only to the extent of such conflict.

D-4 SITE CONDITIONS

The Contractor, by the submission of a Bid, acknowledges as follows:

- that he has satisfied himself as to the nature and location of the Work;
- the general conditions, including, but not limited to, those bearing on the accessibility, transportation, disposal, handling and storage of materials, the availability labor, water supplies, materials, power and roads;
- confirmation and conditions of ground, the surface or subsurface materials, conditions and obstacles and the character of the equipment and facilities needed prior to and during prosecution of the Work.

Any failure of the Contractor to acquaint himself with any and all factors bearing on the Project will not relieve him from the responsibility of estimating properly the difficult and cost of successfully performing the work under the terms of the Contract and the unit, or lump sum prices bid in the Proposal.

D-5 MOBILIZATION

The successful Bidder shall be in a position to mobilize immediately and shall start construction at the direction of the Architect in accordance with B-29 (Notice to Proceed). There shall be no additional payment for remobilization or increase in Unit Prices to perform additional Work during the Contract period or prior to final acceptance of the Project.

D-6 LIMITATION OR POSTPONEMENT OF WORK

The Township of West Orange shall have the authority to limit or postpone any Work being performed under this Contract if such limitations or postponements are in the best interest of the Township of West Orange. The Contractor shall make no claim for any delays resulting from the limitations or postponements of work by the Township of West Orange.

D-7 PREVAILING WAGES

Note the following with regard to **Section C-22** of the General Instructions and Conditions:

Prior to final payment, the Contractor shall be required to execute and deliver AFFIDAVIT OF COMPLIANCE as required by the New Jersey Prevailing Wage Act.

D-8 WEATHER DELAYS

If, in the sole opinion of the Architect, weather conditions are not suitable for any or all items of work under this Contract to be performed, the contractor shall not perform such Work until weather conditions are suitable. The contractor is warned that this may cause items of work to be delayed for extended periods of time. No extra payments shall be made for such delays and the Contractor shall make no claims for damages caused by such delays.

D-9 PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be held prior to the start of the Work, at a time and place designated by the Architect.

D-10 TIME OF ESSENCE

The Contractor shall understand that time is of the essence on this Project and shall coordinate construction activities of the Work shown on Contract Drawings and listed in the Proposal so that completion of the Work occurs within the time period.

D-11 SUSPENSION OF WORK

The following is added to Section C-43 of the General Instruction and Conditions of this Contract:

The Owner shall have the right to suspend the whole or any part of the work to be done, when in the opinion of the Architect, the Contractor is not doing the work in accordance with the provisions of the Contract Documents.

If it does become necessary to stop the Work, the Contractor shall, at the Contractor's expense, clean and secure the site, so that it is in a safe condition so that the public may safely pass. All materials shall be stored so as not to obstruct or impede interchange.

The Contractor shall make no claims for delays caused by this suspension. No extension will be granted by the Owner, and once the Work is allowed to continue again, the Contractor shall complete the Work in this Contract.

D-12 ADJUSTMENT OF QUANTITIES

The Township reserves the right to increase or decrease the quantities specified in any part or parts of the proposal prior to and/or after awarding of the Contract, if such changes will be in the best interest of the Township. If the Township increases or decreases quantities specified in the proposal, the award of the Contract will be based on the revised quantities. The Contractor shall accept payment for the actual total quantity of work completed under each item at the unit price bid for such item in the proposal, and shall make no claim for any anticipated profits, costs, or charges which may have varied due to any changes made in the quantities as stated in the proposal.

D-13 SUBCONTRACTORS

The Contractor shall submit a list of names of all Subcontractors with his Bid Proposal. Subcontractors listed in the submittal may not be substituted without the consent of the Architect.

D-14 AMERICAN PRODUCTS TO BE USED

The products to be provided under this Contract shall be only manufactured and farm products of the United States, wherever available.

D-15 TEMPORARY UTILITIES

The Contractor is not to use the Owner's existing utilities at any time. As provided herein, the Contractor is to provide all utilities necessary for the Work.

The Contractor shall furnish, at his own expense, an adequate supply of water, electric power and telephone service as required by him in the performance of the work. He shall furnish and install all temporary connections; meters and other appurtenances shall conform to all requirements of the utility companies and shall pay all expenses and charges incidental thereto. After the completion of the Work, the temporary facilities shall be removed by the Contractor.

The Contractor shall provide sufficient artificial lights, by means of electricity, so that all Work may be done in a workmanlike manner where or where there is not sufficient daylight.

D-16 COORDINATION WITH ARCHITECT

The Contractor shall coordinate limits of Work and any storage areas required with the Architect. All Work must be scheduled in such a manner to permit continued operation of the building.

D-17 EQUIPMENT LIST

Contractors shall complete the equipment form enclosed with the bid documents and submit same with bid. Submittal of equipment form which indicates Contractor does not have, or does not plan to use, equipment of sufficient size to complete the Work of this Contract within the contract time limits will be cause for rejection of Bid.

D-18 PROTECTION OF PROPERTY

The Contractor shall take reasonable care and caution to preserve and protect all existing pavements, shrubs, grass areas, sidewalks, and private and public property beyond the limits of work. Damage to any of the above caused by careless construction procedures in the opinion of the Architect, shall be replaced at the Contractor's expense. Any grass areas disturbed by the Contractors operations other than those scheduled in the contract, will be top soiled, fertilized and seeded, and provided with hay mulching at the expense of the Contractor.

D-19 EXISTING UTILITIES

The Contractor is to coordinate his operation with relocation of necessary utilities. All necessary relocation of utility poles, fire hydrants, water meters, etc., shall be accomplished prior to construction. The Contractor shall reschedule his operations appropriately to allow for such relocations.

~~Prior to the excavation for any run of pipe between structures, the Contractor shall have all utility crossings marked and shall excavate or otherwise determine the exact location and elevations of said utilities. The contractor shall notify the Architect of any conflicts. The Contractor shall afford the Architect reasonable time to arrange for any necessary utility relocations or plan changes and shall reschedule his operations appropriately.~~

D-20 STORAGE OF MATERIALS AND EQUIPMENT

The Contractor will be provided a staging area on a portion of the building lot to store materials and equipment to be used during the execution of the Work; no other area shall be used. Any materials or equipment stockpiled or stored within the Township shall be removed promptly upon the completion of the Work. The Architect may direct the Contractor to have his equipment removed from any Project Site during weekend hours. All material and equipment shall be protected by means of erecting a wooden snow fence around said equipment and materials, if so directed by the Architect.

~~D-21 TRENCHES NOT TO BE LEFT OPEN~~

~~At the end of each working day, the Contractor shall backfill all trenches. No trench shall be left open.~~

overnight. The Architect reserves the right to limit the amount of trench to remain open during the course of day's construction.

Should the Contractor be unable to complete paving of any trench work, it shall be the Contractor's responsibility to see that such trenches are backfilled with stone and maintained. Any unpaved trench openings shall be protected with flashing barricades.

D-22 — MAINTENANCE OF TRAFFIC

The Contractor shall perform no operations restricting the normal flow of traffic on Saturdays, Sundays, or holidays. At least one (1) lane of traffic in each direction shall be maintained without interference during construction activities.

If required by construction operations, the Contractor may close roadways and drives between the hours of 7:30 am and 7:00 pm Monday through Friday and 8:00 am to 5:00 pm on Saturday. The contractor is not permitted to close roadways and drives outside of these hours unless written authorization is received from both the Architect and the Fire Department. Property Owners affected by such closings shall receive written notice of such closings at least twenty-four (24) hours prior to the start of operations. Copies of such notices shall be provided to the Architect.

During the course of the construction of the curb, private driveways may be closed for a period not to exceed forty-eight (48) hours, provided the owners are given twenty-four (24) hours' notice prior to each closing. Copies of such notices shall be provided to the Architect.

D-23 — USE OF ON SITE MATERIAL

Excavated material from any area of this Project which has been approved by the Architect may be used as fill material if and where directed by the Architect. The Contractor shall schedule his construction operations accordingly.

D-24 — WORK TO MATCH ADJACENT ROADWAYS

Where complete reconstruction of the pavement is specified and/or shown on the Plans, the Contractor shall cut the existing pavement prior to roadway excavation so as to insure a straight, neat line to which he shall blend the proposed new roadway pavement. No payment shall be made for additional pavement placed beyond the limits as shown on the Plans or as directed by the Architect.

D-25 — CURB RETURNS

The Contractor is herein advised to pay special attention to curb return geometry prior to the installation of inlets. Offset distances to inlets, if shown on the Plans, are only approximate and subject to modifications by the actual curb location at these locations.

D-26 — OTHER STATUTORY REQUIREMENTS

The successful Bidder shall be required to comply with the following:

1. Either the provisions of the New Jersey Prevailing Wage Act, Chapter 150 of the Laws of 1963, effective January 1, 1964 or Department of Labor Employment Standards Administration, Minimum Wages for Federal and Federally assisted construction projects promulgated under the Davis Bacon Act, whichever regulation is higher.
2. Anti-Kickback Regulations under Section 2 of the Act of June 13, 1934, known as the Copeland Act.
3. The Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27

D-27 — WORK ADJACENT TO TREES

The Township of West Orange desires to retain as many existing trees as possible the course of the Work. Prior to the installation of curb, the Contractor shall place a survey stake opposite each tree, marking the face of the curb and the top of curb elevation. The Contractor shall then excavate a trench one foot from the face of

curb to the depth of the footing for the installation of the granite block curb. He shall then hand excavate along the roots uncovered to a point one foot behind the face of curb towards the tree. At this point, the Department of Public Works, Shade Tree Commission or the Township's Arborist shall observe the root system and the effect of the excavation viability and stability of the trees.

The Contractor shall remove the tree if directed. If the tree is to remain, the roots shall be cut one foot behind the face of curb with sharp tools with the final cut closest to the tree being with a sharp chain saw. All costs related to the work outlined above are to be included in the lump sum bid for "Clearing Site".

~~D-28 UNDERCUTTING ROADWAY~~

~~Should, in the sole opinion of the Architect, unsuitable roadway sub-base be encountered, the Architect may direct it to be removed and replaced with select borrow fill. Payment for this item will be made under the Item Excavation, Unclassified and Select Borrow Fill both measured and paid by the cubic yard (CY). These items shall only be used for undercutting of unsuitable materials as directed by the Architect.~~

D-29 PROTECTION OF WORK

During performance and up to the date of final acceptance, the Contractor shall be under an absolute obligation to protect the finished and unfinished Work against any damage, loss, or injury. The Contractor shall take proper precautions to protect the finished Work from loss or damage, pending completion and the acceptance of all the Work included in the entire Contract, provided that such precaution shall not relieve the Contractor from any and all liability and responsibility for loss or damage to the Work occurring before acceptance by the Owner. Such loss or damage shall be at the risk of and borne by the Contractor, whether arising from acts or omissions of the Contractor or others, or from floods, storms, high tides, or otherwise. In the event of any such loss or damage, the Contractor shall forthwith repair, replace, and make good the Work without additional compensation or extension of time, therefore, except as may be otherwise provided herein.

These provisions shall not be deemed to create any new right of action in favor of third parties against the Contractor or Owner. To be clear, Work shall be rejected and ordered replaced by the Architect if any or all of the following should occur or exist:

- Staining of new installed work such as walls or floors.
- Work product is out of alignment.
- Work product is out of grade.
- Joints and surfaces are improperly finished.
- Cracks, chips, or other damage occur in construction or Maintenance Period.
- Settlement of the work product.

E. STANDARD & TECHNICAL SPECIFICATIONS

The Drawings associated with this project consist of the following all prepared by Gary Musciano, R.A., P.P., Principal of Herbst-Musciano, LLC, 611 Main Street, 2nd floor, Boonton, New Jersey 07005:

DRAWING LIST

COVER SHEET

T-01 TITLE SHEET, SITE MAP, SCOPE OF WORK, PROJECT INFO. & GENERAL CONSTRUCTION NOTES

SPECIFICATIONS

SP-01 SPECIFICATIONS
SP-02 SPECIFICATIONS
SP-03 SPECIFICATIONS
SP-04 SPECIFICATIONS
SP-05 SPECIFICATIONS
SP-06 SPECIFICATIONS
SP-07 SPECIFICATIONS
SP-08 SPECIFICATIONS

The Standard and Technical Specifications for the project are listed on Drawings SP-01 through SP-08, Specifications.

ARCHITECTURAL

A-01 FLOOR KEY PLANS, GENERAL SCOPE OF WORK & NOTES
A-02 FIRST FLOOR ENLARGED FLOOR PLANS & NOTES
~~A-03 SECOND FLOOR ENLARGED FLOOR PLANS & NOTES – NOT USED~~
A-04 SECOND FLOOR ENLARGED FLOOR PLANS & NOTES
A-05 ENLARGED FLOOR PLANS & NOTES
A-06 PLUMBING, LIGHTING, FINISHES & ACCESSORIES SCHEDULES, DETAILS & NOTES
A-07 MAYOR OFFICE – PLANS, DETAILS AND NOTES

**F. SUPPLEMENTARY SPECIFICATIONS FOR STATE AID PROJECTS
RESERVED**

G. PROPOSAL AND SUPPLEMENTAL FORMS AND REQUIREMENTS

**BID
PROPOSAL
BY**

(Bidder's Name)

(Address and Phone Number)

TO THE
**TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

FOR

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS – PHASE I**

The Work under this Contract includes interior & exterior improvements; removal and replacement of existing windows, repair and all related improvements at Municipal Building to comply with the Work described in these Specifications.

The UNDERSIGNED, as Bidder, declares that the only persons or parties interested in this Proposal as principals are named herein; that this Proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Township is directly or indirectly interested in this Bid or the Work of this Contract or in any portions of the profits thereof; that he has carefully examined the annexed Instructions to Bidders, Notice to Bidders (Invitation to Bid), General Instructions and Conditions, Special Provisions and supplementary Specifications; that he or his representative has made a personal inspection of the site of the proposed Work; and that he proposes and agrees that if this Proposal is accepted, he will contract with the above- named Township, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Township as therein set forth, and that he will take in full payment therefore the following prices to with for the Municipal Building Interior Improvements & Repairs:

NOTE: Complete and submit the loose, unbound copy of this Proposal Form only.

for the total Base Bid Lump Sum of

_____ (\$ _____)
(Insert price in both "words" & "figures" for base bid lump bid price)

Attached hereto are the necessary Completed Bidding Requirement FORMS as stated in the Project Manual.

The Undersigned agrees to execute and deliver to the Owner simultaneously with the delivery of the executed contract, a performance bond and a payment bond (labor and material) in the amount of the Contract Sum, certificate of insurance, indemnification statement, and signed Business Code of Ethics as described in the "Instructions to Bidders".

The Undersigned agrees to comply and execute the requirements of the Public Works Contractor Registration Act as described in the "Instructions to Bidders".

The Undersigned agrees to perform the Work in accordance with AIA Documents A201 General Conditions of the Contract for Construction 1997 Edition, unless otherwise stated and directed in "Instruction to Bidders" documents, The Contract between the Owner and the Contractor, and/or Project Manual and Division-1 General specification sections.

The Undersigned agrees that time of completion of the work to be done hereunder is an Essential Condition of the contract. By submitting his Proposal for the work, the Undersigned warrants that he shall substantially complete all the work called for in his contract within **a period of 90 consecutive calendar days** from the date of "Notice to Proceed".

CONTRACTOR'S BASE BID PROPOSAL /BID SHEET COST BREAKOUT SCHEDULE

for

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS – PHASE I**

Bidder shall provide a breakdown of the Base Bid Proposal per the following schedule of values categories:

<u>SCHEDULE OF VALUES – BASE BID COST BREAKOUT</u>	
Temporary Facilities & Controls:	\$
General Conditions:	\$
Building Permit & C of O:	\$
Contractor's Fees/ O&P:	\$
Demolition:	\$
Interior Work; paint:	
Flooring:	\$
Ceiling Work:	\$
Electrical Work:	\$
Mechanical Work:	\$
Plumbing Work:	\$
Window panels & treatments	\$
Fire Alarm System:	\$
Specialties:	\$
Millwork:	\$
TOTAL BASE BID:	\$
ADD ALTERNATE BID#1:	\$

CONTRACTOR'S BID PROPOSAL /BID SHEET – ALTERNATES:

ADD ALTERNATE BID#1:

Second floor: At 206, 207, 208 & Adjacent Corridor, Area A: As noted on Drawings; All Walls, floor, ceiling & light fixtures work. Remove existing floor & wall finishes & light fixtures. Provide new drop ceiling, light fixtures, floor & wall finishes & paint, remove and reinstall all existing accessories for a complete working installation & operational and code compliant installation.

_____ (\$ _____)
(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

CONTRACTOR'S BID PROPOSAL /BID SHEET – ALLOWANCES:

NOT USED

CONTRACTOR'S BID PROPOSAL /BID SHEET – UNIT PRICE BIDS

UNIT PRICE No.1:

Replace existing damaged Ceiling Metal Grid Suspension System with new metal grid system to match, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case existing ceiling grid system is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 lf. of 15/16" (match existing) ceiling grid suspension system, main beam/cross tees/molding as required.

_____ (\$ _____)
(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.2:

Exterior Masonry tuck pointing, for a complete working installation. Complete operational and code compliant installation.

Purpose: To adjust the contract sums in case additional quantity is required or requested beyond the base bid work and that differs from the quantity as indicated on the drawings.

Unit of measurement: 10 lf. of Brick joint tuck pointing.

_____ (\$ _____)
(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.3:

Remove existing floor finish, Repair and Provide new wood-base lam. floor tiles and Wall Base as per finish schedule, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case more of existing floor finish is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 sf of WD-1 & 10 lf of wall base as required.

_____ (\$ _____)
(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.4:

Remove existing floor finish, Repair and Provide new VCT floor tiles and Vinyl Wall Base as per finish schedule, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case more of existing floor finish is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 sf of VCT & 10 lf of Vinyl Wall Base as required.

_____ (\$ _____)
(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond (), a Certified or Cashier's Check (), payable to the order of the

_____ in the sum of
_____ Dollars \$ _____,

which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or to furnish the Bond required within the stipulated time, otherwise, the check will be returned to the undersigned.

The corporation undersigned is an individual under the partnership Laws of the State of _____

_____ having principal offices at _____

Telephone Number _____

Trade Name of Bidder _____

1. Signed by _____

Signature _____

Title _____

2. Signed by _____

Signature _____

Title _____

Signed this _____ day of _____, 20_____.

NOTE: If a partnership, all partners must sign. If a corporation, the president and at least one other officer must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved.

Attached additional signature sheets in the above form if necessary.

CONSENT OF SURETY

In consideration of the premises and of one Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the proceeding estimate and Proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred (100%) percent of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such Contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20____.

(A corporate acknowledgement and statement of authority to be here attached by the surety company.)

(Surety Company)

BY _____
(Surety Company Attorney-in-Fact)

Attest:

(Surety may substitute a similar statement subject to the OWNER'S approval.)

NON-COLLUSION
AFFIDAVIT

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX

I, _____ of the (Township, City, Town, Township) of

_____ in the County of _____

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

I am _____ of the firm of _____

The Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; 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 West Orange relies upon the truth of 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 bonafide employees or bonafide established commercial or selling agencies maintained by

(Name of Contractor)
(N.J.S.A. 52:34-15)

(Also type or print name of
Affiant under signature)

Sworn and subscribed to before
me this _____
day of _____, 20 _____

Notary Public of _____

My commission expires _____

DISCLOSURE OF POLITICAL CONTRIBUTIONS

BID CONTRACTS Unless otherwise precluded by law, whenever the contract proposals, extensions or changes in amount are awarded by competitive bidding pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A:11-1 et seq), the successful bidder shall be required, within seven (7) days of receipt of notice of the award of said contract, to file with the Division of Purchase, and Township Clerk, in accordance with Ordinance #1180-093, a written statement setting forth all political contributions in cash or in kind of \$200.00 or more made within five (5) years of the date of said notice of award, either directly or indirectly, by said bidder and/or any of its principal officers, to any elected official of the Township currently in office or any political organization affiliated with an elected official of the Township currently in office. All bid proposals shall contain a written statement by the bidder that the bidder is aware of this disclosure requirement and agrees to be bound by its terms.

I have read the above statement and agree to be bound by its terms.

BIDDER:

Signature

Title

FOR:

Contractor

Sworn to and subscribed before me

on this _____ day of _____ 20____

Notary Public

DISCLOSURE STATEMENT

(P.L. 1977, Chapter 33)

The following statement is a list of all stockholders in this corporation or partners in this partnership with 10% or greater interest therein, as the case may be.

BID ITEM: _____

NAME OF CORPORATION
OR PARTNERSHIP: _____

DATE OF BID: _____

<u>NAME</u>	<u>ADDRESS</u>	No. OF STOCK OR % OF INTEREST IN <u>PARTNERSHIP</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Statement Supplement Permitted if Needed)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, THAT ON THIS _____ day of _____

in the year TWO THOUSAND AND _____ before me, the
subscriber, a Notary Public of the State of _____
personally appeared _____

who, being by me duly sworn, on h _____ oath, did depose and make proof to my
satisfaction that _____ is the Secretary or Assistant
Secretary to _____, the Corporation
named in the within that _____ is President of said
corporation that the execution, as well as the making of this instrument has been duly authorized by a
proper resolution of the Board of Directors of said Corporation deponent well knows the corporation
seal of said Corporation; and the seal affixed to said instrument is such corporation seal and was
thereto affixed and said instrument signed and delivered by said President, as and for h
_____ voluntary act and deed and as and for the voluntary act
and deed of said Corporation in presence of deponent who thereupon subscribed his/her
_____ name thereto as witness.

Sworn to and subscribed before me

this _____ day of _____, 20 _____

(Signature)
Secretary or Asst. Secretary

SEAL

Notary Public of _____
My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____

before me personally came _____

to me known and known to me to be one of the members of the Firm of _____

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said Firm.

Sworn to and subscribed before me

this _____ day of _____, 20_____

SEAL

Notary Public of _____

My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____

before me personally came _____

to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that _____ executed the same, as and for _____ voluntary act and deed.

Sworn to and subscribed before me

this _____ day of _____, 20_____

SEAL

Notary Public of _____

My commission expires _____

TOWNSHIP OF WEST ORANGE
AFFIRMATIVE ACTION AFFIDAVIT

STATE OF NEW JERSEY COUNTY
OF ESSEX

I _____, of the (Township, City, Town, Township) of _____,
In the County of _____, State of _____,
of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, Partner, Owner) of the firm of _____.
A Bidder making a Proposal upon the Project entitled_____.
2. I am familiar with the Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. The firm has complied with all the Affirmative Action requirements of the State of New Jersey, including those required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and the rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if the firm does not comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Hudson, Township of West Orange, until an Affirmative Action Plan is approved. I am also aware that the Contract may be terminated and the firm may be debarred from all public contracts for a period of up to five (5) years.
5. I am aware that this affidavit does not fulfill the Affirmative Action requirements of the State of New Jersey and that further action on my part is necessary as provided in section C-58 of the corresponding Specification.

Sworn and subscribed

before me this _____

day of _____, 20 _____

Seal-Notary Public of NJ

My commission expires _____

Signature of Authorized Representative

Name and Title

Firm's Address

CONTRACTOR'S EXPERIENCE STATEMENT

The Bidder is requested to state below what work of a similar character to that included in the proposed Contract he has done, and give references that will enable the **TOWNSHIP** to judge his experience, skill, and business standing. **BIDDERS** and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract

DATE PROJECT

COMPLETED

LOCATION

OWNER

CONTRACT AMOUNT

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

NOTE: USE ADDITIONAL SHEETS IF NECESSARY

EQUIPMENT LIST

The Contractor shall list below all equipment, owned or leased by him, that is available for use in connection with the attached Bid Proposal.

[illegible]

DATE: _____

SUBCONTRACTOR LIST

The Contractor shall list below all Subcontractors that will be working on this Project. Business Registration, New Jersey Public Works Contractor Certification and proof of insurance must be submitted prior to award of Contract.

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

<u>Name of Subcontractor</u>	<u>Address/Telephone #</u>	<u>Work to be performed</u>

DATE:_____

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST ORANGE

MUNICIPAL BUILDING INTERIOR IMPROVEMENTS & REPAIRS

**A. Failure to submit the following documents shall be a cause for the Bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)
☒ A bid guarantee as required by N.J. S.A. 40A 11-21	
☒ A certificate from a surety company, pursuant to N.J.S.A. 40A 11-22	
☒ A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	
☒ A listing of subcontractors	
☒ If applicable, Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	
☒ New Jersey Public Works Contractor Certification	

**B. Failure to submit the following documents may be a cause for the Bid to be rejected.
(N.J.S.A. 40A: 11-23.1b.)**

Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)	Required With Submission of Bid (Owner's checkmarks)	Initial Each Item Submitted With Bid (Bidder's initials)
	☒	Consent of surety as to maintenance bond as required by N.J.S.A. 40A:11-16.3b	
☒ Consent of Surety as to a Labor and Material Payment Bond	☒	Submission of a Non-Collusion Affidavit (this form must be Notarized)	
	☒	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	
☒ Affirmative Action Affidavit (this form must be Notarized)	☒	Contractor Experience Statement	
☒ Equipment List	☒	Copy of Business Registration Certification	
☒ Public Works Contractor Certification	☒	Political Contribution Disclosure (this form must be Notarized)	

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

Name of Bidder _____

By Authorized Representative: _____

Signature: _____

Print Name and Title: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF WEST ORANGE

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS**

Pursuant to N.J.S.A. 40A: 11-23. 1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid Advertisement, Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the Notice, Revision or Addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (Mail, Fax, Picked Up)	Date Received

Acknowledgment by Bidder:

Name of Bidder: _____

By Authorized Representative: _____

Signature: _____

Printed Name and Title: _____

Date: _____

**BUSINESS REGISTRATION
CERTIFICATE
(Township Requirement)**

P.L. 2009 c315, requires that, effective January 18, 2010, a contracting agency must receive proof of the Bidder's registration prior to the Award of Contract. The Business Registration Certificate must be obtained by the Bidder prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

If Subcontractors are named on the Bid, proof of the business registration for each must be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
PO BOX 252
TRENTON, NJ 08646-0252

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT

TAXPAYER IDENTIFICATION#:
970-097-382/500

ADDRESS:
**847 ROEBLING AVE
TRENTON NJ 08611**

EFFECTIVE DATE:
01/01/01

FORM-BRC(08-01)

TRADE NAME:
CLIENT REGISTRATION

SEQUENCE NUMBER:
0107330

ISSUANCE DATE:
07/14/04

John S. Tully
Acting Director

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

**ATTACH
BUSINESS REGISTRATION
CERTIFICATE HERE**

H. AGREEMENT

CONTRACT
for
MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS
PHASE I
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

THIS AGREEMENT made as of this _____ day of _____ 2022 BETWEEN THE TOWNSHIP OF WEST ORANGE, a municipal corporation in the County of Essex, State of New Jersey (hereinafter referred to as the "OWNER") and

(hereinafter referred to as the "CONTRACTOR") having (its) place of business at

The OWNER will pay to the CONTRACTOR for the work actually constructed, the various unit and lump sum prices as set forth in the Proposal for the construction work annexed hereto and made a part hereof and under the penalty expressed under the bonds annexed hereto to furnish at its own cost and expense all the necessary materials, labor, superintendence, tools and appliances, and will execute, construct and finish and test in an expeditious, substantial and workmanlike manner, the work included under this Contract, commencing such work within ten (10) calendar days from the date of the written notice to proceed with the work and completing all work within one hundred fifty (150) consecutive calendar days, and in the manner specified and in conformity with the requirements set forth in the Specifications annexed hereto and made a part hereof and in accordance with the Plans and Contract Drawings of said work on file in the Township of West Orange Municipal Building and all to the acceptance of the OWNER.

The following will be deemed a part of the Contract between the Parties:

- a. The Advertisement
- b. General Information
- c. Supplemental General Information
- d. The CONTRACTOR'S Proposal
- e. The Bid Bond
- f. This Contract
- g. The Performance Bond
- h. The Payment Bond
- i. The Notice of Award
- j. The Notice to Proceed
- k. Special Conditions
- l. The Contract Drawings
- m. Technical Specifications
- n. All Addenda issued by the ARCHITECT prior to the receipt of bids

The CONTRACTOR will proceed with the aforesaid work in a prompt and diligent manner and will do the several parts thereof at such time and in such order as the ARCHITECT may direct. The CONTRACTOR will complete the whole of said work in accordance with the aforesaid Specifications, Plans and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting more than fifty percent (50) thereof, unless otherwise approved by the OWNER, within the number of consecutive calendar days stipulated and in default of completion within the time so fixed, the

CONTRACTOR will pay to the OWNER an amount equal to Three Hundred Dollars (\$300.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date or dates fixed as liquidated damages accruing to the OWNER incident to such delay, which said amount will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the CONTRACTOR to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%), unless otherwise approved by the OWNER, of the same at any time or times during the course of said work will be deemed to be a breach of the Contract with the OWNER, and will, anything in the Contract to the contrary notwithstanding, give to the OWNER, the absolute, complete, and unencumbered right to terminate any and all rights of the CONTRACTOR under this Contract upon seven (7) days' notice of its intention so to do, given in writing to the CONTRACTOR at its address set forth in the Contract, by certified mail, return receipt requested. The CONTRACTOR may apply to the OWNER through the ARCHITECT for the right to subcontract certain portions of the work to be done, but the OWNER, acting through the ARCHITECT, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion, it being the intention that the provisions against brokering, factoring, assigning, and subcontracting more than fifty percent (50%) of the work unless otherwise approved by the OWNER above set forth will be paramount and remain inviolate.

It is further understood and agreed that the CONTRACTOR has no claim for any bonus or other additional compensation in the event of completion of such work before the date agreed upon. The OWNER will not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by any other contractor, nor will any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work, release the CONTRACTOR from the obligation to finish said work within the time aforesaid or within the time as extended in accordance with the provisions of this Contract, or form the payment of liquidated damages to be paid in default thereof as hereinabove provided.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the total price stipulated in the Proposal hereto annexed, as calculated using the unit prices bid and actual quantities used during the course of the Work.

It is further understood and agreed that the wages paid to the crafts, trades, or classification of workers employed to perform this Contract will not be less than the prevailing wage rates established by the Commissioner of the Department of Labor and Industry of the State of New Jersey. The wage rates to be paid for each craft, trade, or classification of workers to be used on the Contract will comply with the Prevailing Wage Rate Determination by the New Jersey Department of Labor and Industry, attached hereto.

In accordance with the requirements of the State of New Jersey Affirmative Action Program under P.L. 1975, C127, the CONTRACTOR agrees to comply with the provisions of the Affirmative Action Program as stipulated under the specification section "General Instructions and Conditions".

IN WITNESS WHEREOF, the Township of West Orange has caused these presents to be signed by its proper officers, and the CONTRACTOR has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and caused its corporate seal to be hereunto affixed the date and year first above written.

DATE:_____

ATTEST:

TOWNSHIP OF WEST ORANGE, NEW JERSEY

By:_____

Title:_____

WITNESS:

CONTRACTOR:

Title:_____

Owner or Partner

CONTRACTOR:

ATTEST:

Corporate Secretary

Title:_____

Corporate Officer

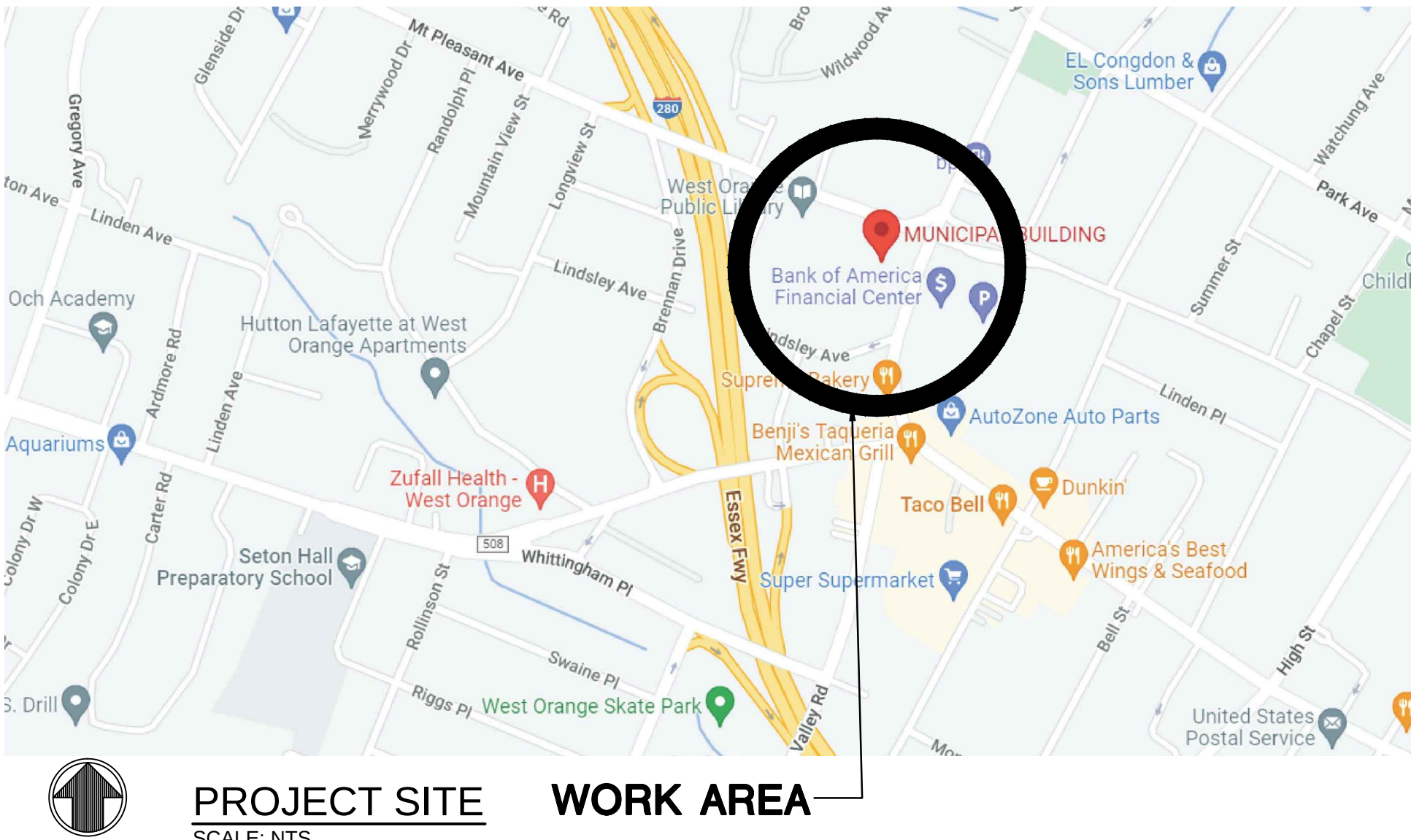
(Print or Type Name)

Title:_____

(Print or Type Name)

Corporate Seal

TOWNSHIP OF WEST ORANGE
IMPROVEMENTS & REPAIRS
AT MUNICIPAL BUILDING - PHASE I
66 MAIN STREET - WEST ORANGE, NJ 07052



GENERAL CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL COMPLY WITH THE FEDERAL, STATE AND MUNICIPAL LAWS AND ORDINANCES.
2. INDICATION OF SUBSTRATE AND CONFIGURATION OF CONCEALED ITEMS AND MATERIALS FOR GENERAL REFERENCE ONLY. THE CONTRACTOR SHALL NOT BE ENTITLED TO ADDITIONAL COMPENSATION FOR ANY VARIANCE BETWEEN ACTUAL EXISTING CONDITIONS AND THAT REFERENCED ON THE DRAWINGS.
3. ALL ITEMS LABELED "EXISTING, EX., EXIST." ARE EXISTING "TO REMAIN" UNLESS OTHERWISE INDICATED. ITEMS NOT LABELED "EXISTING" ARE TO BE NEW PROVIDED BY CONTRACTOR.
4. "FURNISH" MEANS TO FURNISH MATERIALS AND SUPERVISION.
"INSTALL" MEANS TO SUPPLY LABOR AND SUPERVISION, TO ERECT, AND CONNECT.
THE TERM "PROVIDE" SHALL MEAN "FURNISH" AND "INSTALL" AS IT IS USED THROUGHOUT NOTES ON THE DRAWINGS AND IN THE SPECIFICATIONS.
5. CONTRACTOR TO FURNISH ALL MATERIALS, LABOR, SERVICES, ETC., TO COMPLETE WORK AS OUTLINED BY THESE CONTRACT DOCUMENTS.
6. ALL LOCATIONS INDICATED ON THE DRAWINGS, OF EXISTING CONDITIONS (PIPES, VENTS, WIRES, ETC.), ARE APPROXIMATE AND SHALL BE VERIFIED TO THE CONTRACTOR'S SATISFACTION PRIOR TO SUBMITTING THEIR BID.
7. DETAILS AND SECTIONS ON THE DRAWINGS ARE SHOWN AT SPECIFIC LOCATIONS, AND INTENDED TO SHOW GENERAL REQUIREMENTS THROUGHOUT. DETAILS NOTED AS "TYPICAL" IMPLY ALL CONDITIONS ARE TO BE TREATED SIMILARLY.
8. WORK NOT INDICATED ON A PART OF THE DRAWING, BUT REASONABLY IMPLIED TO BE SIMILAR TO THAT SHOWN AT CORRESPONDING PLACES SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
9. MINOR DETAILS OR INCIDENTAL ITEMS NOT USUALLY SHOWN OR SPECIFIED, BUT NECESSARY FOR A PROPER AND COMPLETE INSTALLATION OF ANY PART OF THE WORK, SHALL BE INCLUDED AS REQUIRED, AS IF THEY WERE INDICATED ON THE DRAWINGS.
10. THE CONTRACTOR SHALL VISIT THE SITE OF THE PROPOSED WORK, AND EXAMINE THE EXISTING CONDITIONS PRIOR TO BIDDING. THE CONTRACTOR SHALL COMPARE THE EXISTING CONDITIONS TO THE DESIGN INTENT OF THE CONTRACT DOCUMENTS AND SHALL NOTIFY THE ARCHITECT OF ALL DISCREPANCIES OR QUALIFICATIONS WHICH MAY ARISE BEFORE SUBMITTING A BID. FAILURE TO NOTIFY WILL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF PERFORMING THE WORK AS INTENDED BY THE CONTRACT DOCUMENTS. THE CONTRACTOR SHALL MAKE ALL CORRECTIONS REQUIRED DUE TO THEIR FAILURE TO COORDINATE SUCH DISCREPANCIES.
11. ALL CONSTRUCTION AND EQUIPMENT SHALL BE PROTECTED BY CONTRACTOR DURING THE ENTIRE PERFORMANCE OF WORK. AREAS DISTURBED OR DAMAGED BY THE CONTRACTORS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
12. ALL UNUSED MATERIALS AND DEBRIS SHALL BE LEGALLY DISPOSED OF, AWAY FROM THE PREMISES. NO ON SITE STORAGE, BURNING OR BURIAL OF DEBRIS SHALL BE ALLOWED.
13. THE CONTRACTOR SHALL PROVIDE PROTECTION FOR THE PUBLIC, STAFF, CONSTRUCTION WORKERS IN AND AROUND THE CONSTRUCTION AREA, AND ADJACENT PROPERTY AND PERSONS. ADEQUATE BARRIERS SHALL BE PROVIDED TO EXERCISE CONTROL OF SAFE INGRESS AND EGRESS OF PREMISES. FIRE EXISTS SHALL AT NO TIME BE BLOCKED. BARRICADE ALL UNSAFE OR INJURIOUS CONDITIONS.
14. THE CONTRACTOR SHALL STORE MATERIALS ACCORDING TO THE MANUFACTURER'S RECOMMENDED PROCEDURES. ALL MATERIALS SHALL BE PROTECTED FROM INCLEMENT WEATHER.
15. CONTRACTOR IS RESPONSIBLE, BY THE END OF EACH DAY, TO FINISH, CONCEAL AND CLOSE THE SECTION WORKED ON DURING THAT DAY TO PREVENT ANY LEAK INTO THE BUILDING.
16. CONTRACTOR SHALL PROVIDE ALL PROTECTION, TRANSPORTATION, EQUIPMENT, TOOLS, LADDERS, SCAFFOLDS, RIGGING, HOISTING, CRANE, RELATED MACHINERY AND CONSTRUCTION EQUIPMENT REQUIRED TO CARRY OUT THE WORK FOR THIS PROJECT IN A COMPLETELY SAFE AND PROPER MANNER.
17. SAFETY PRECAUTIONS
 - A. OBSERVE ALL SAFETY REQUIREMENTS INCLUDED IN THE APPROVED MATERIALS MANUFACTURER'S SPECIFICATIONS, OWNER SAFETY POLICY, STATE AND FEDERAL MANDATED PRACTICES. ALL MATERIALS SHALL BE STORED IN COMPLIANCE WITH APPLICABLE FIRE AND SAFETY REQUIREMENTS.
 - B. DURING APPLICATION, FOLLOW MANUFACTURER'S SAFETY INSTRUCTIONS. IF REQUIRED, WEAR APPROVED RESPIRATOR OR BREATHING EQUIPMENT.
 - C. SAFETY REQUIREMENTS. PROPER SAFETY PRECAUTIONS SHALL BE FOLLOWED THROUGHOUT THE ENTIRE WORK OPERATION. OSHA AND LOCAL REGULATIONS SHALL BE STRICTLY FOLLOWED.
 - D. MAINTAIN FIRE EXTINGUISHERS IN WORK AREAS DURING ALL WORK AREAS.

APPLICABLE BUILDING CODES

1. THE CONTRACTOR SHALL CONFORM TO ALL APPLICABLE LOCAL, COUNTY, STATE AND FEDERAL CODES, LAWS & REQUIREMENTS, MOST RECENTLY ADOPTED EDITIONS, INCLUDING, BUT NOT LIMITED TO:
 - NJAC § 5:23-6 REHABILITATION SUBCODE
 - INTERNATIONAL BUILDING CODE - 2018, NJ EDITION
 - NATIONAL ELECTRICAL CODE - (NFPA 70)2017, NJ ED.
 - NATIONAL STANDARD PLUMBING CODE - 2018, NJ ED.
 - ASHRAE 90.1 - 2016, NJ ED.
 - INTERNATIONAL MECHANICAL CODE - 2018, NJ ED.
 - INTERNATIONAL FUEL GAS CODE - 2018, NJ ED.
 - NJAC BARRIER-FREE SUBCODE NJAC 5:23-7 ICC/ANSI A117.1 - 2009
2. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL AND STATE LABOR LAWS & REGULATIONS CONCERNING WAGES, HIRING PRACTICES & TRAINING.
3. THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS, OSHA RULES & REGULATIONS, & BUILDING / CONSTRUCTION CODES CONCERNING CONSTRUCTION SAFETY & HEALTH STANDARDS.

LIST OF DRAWINGS

T-01 TITLE SHEET, SITE MAP, SCOPE OF WORK, PROJECT INFO
& GENERAL NOTES
SP-01 SPECIFICATIONS
SP-02 SPECIFICATIONS
SP-03 SPECIFICATIONS
SP-04 SPECIFICATIONS
SP-05 SPECIFICATIONS
SP-06 SPECIFICATIONS
SP-07 SPECIFICATIONS
SP-08 SPECIFICATIONS

A-01 FLOORS KEY PLANS & GENERAL SCOPE OF WORK
A-02 FIRST FLOOR ENLARGED FLOOR PLANS & NOTES
A-03 SECOND FLOOR ENLARGED FLOOR PLANS & NOTES
A-04 SECOND FLOOR ENLARGED PLANS & NOTES
A-05 ENLARGED FLOOR PLANS & NOTES
A-06 PLUMBING, LIGHTING, FINISHES & ACCESSORIES SCHEDULES,
DETAILS, & NOTES
A-07 MAYOR OFFICE PLANS, DETAILS AND NOTES

PROJECT WORK NOTES

- 1- THESE MUNICIPAL BUILDING & FACILITIES WILL BE OPEN DURING THE DURATION OF THE DEMOLITION AND CONSTRUCTION WORK. CONTRACTOR WILL BE WORKING AFTER BUSINESS WORKING HOURS & WEEKENDS AT EACH AREA AT A TIME. COORDINATE DIRECTLY WITH THE TOWN FACILITIES MANAGER TO SCHEDULE WORK AND TO OBTAIN THE NECESSARY ACCESS.
- 2- THE CONTRACTOR WILL BE RESPONSIBLE FOR COORDINATING THE CONSTRUCTION PHASING. NO DELAYS OR CHANGE ORDERS WILL BE ALLOWED FOR THE FAILURE TO ADHERE TO THIS REQUIREMENTS.
- 3- GC IS RESPONSIBLE TO HAVE ALL AREAS WORKED ON DURING THAT DAY TO BE BACK TO ORIGINAL STATE FOR THE NEXT DAY USE OF THE BUILDING BY THE EMPLOYEES.
- 4- THE CONTRACTOR IS RESPONSIBLE FOR REMOVING OWNER FURNITURE AS THEY DOING FLOORING WORK REPLACEMENTS & PUTTING THE FURNITURE BACK AFTER FINISHING FLOOR INSTALLATIONS. WORK SHOULD BE COMPLETE & READY FOR OCCUPANCY BY NEXT BUSINESS DAY.

PROJECT CONTACTS

OWNER/USER: TOWNSHIP OF WEST ORANGE 25 LAKESIDE AVENUE WEST ORANGE, NJ 07052 CONTACT: LEONARD R. LEPORE, P.E. MUNICIPAL ENGINEER PHONE: 973-325-4160	ARCHITECT: HERBST-MUSCIANO, LLC 611 MAIN STREET, 2ND FLOOR BOONTON, NJ 07005 CONTACT: GARY MUSCIANO, RA PHONE: 973-538-3815
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EXISTING BUILDING DATA

FOR REFERENCE ONLY - FIELD VERIFY

<u>EXISTING BUILDING HEIGHT:</u>	(3) STORY
<u>EXISTING BUILDING FOOT PRINT:</u>	±15,000 SQ. FT.

BUILDING OCCUPANCY & SECURITY:

- A. EXISTING BUILDING IS IN OPERATION DURING THE ENTIRE CONSTRUCTION PERIOD. CONTRACTOR MUST COOPERATE WITH OWNER IN ALL WAYS IN ORDER TO MINIMIZE CONFLICT, AND TO FACILITATE OWNER'S OPERATIONS.
- B. ALL EXISTING ACCESS TO THE SITE AND THE EXISTING BUILDING AND ALL RELATED SERVICES AND SYSTEMS MUST BE MAINTAINED IN FULL OPERATION AT ALL TIMES, EXCEPT WHERE SPECIFIED OTHERWISE, OR WHERE PERMISSION (IN WRITING) IS GRANTED BY THE OWNER FOR THE TEMPORARY INTERRUPTION OF SUCH ACCESS AND SERVICES.
- C. CONTRACTOR MUST TAKE ALL POSSIBLE PRECAUTIONS FOR THE PREVENTION OF ACCIDENTS, BUILDING OR PROPERTY DAMAGE AND FIRE.
- D. SITE SECURITY REQUIREMENTS - ALL CONTRACTOR SHALL COORDINATE ALL WORK WITH APPROVAL OF OWNER & MAINTAIN SITE SECURITY. THE CONTRACTOR SHALL COORDINATE THE ACTIVITIES OF WORKERS AND SHALL PROVIDE NOTICE (SCHEDULE) TO OWNER OF ALL PROPOSED WORK ACTIVITIES & DURATION OF TIME REQUIRED FOR EACH ACTIVITY.

SCOPE OF WORK

SCOPE OF WORK INCLUDES BUT ITS NOT LIMITED TO:
A. THE WORK COVERED BY THE DRAWINGS & SPECIFICATIONS SHALL INCLUDE THE FURNISHING OF ALL MATERIALS, LABOR, EQUIPMENT, TOOLS, TAXES, TRANSPORTATION, UTILITIES AND INCIDENTALS NECESSARY FOR THE COMPLETE EXECUTION OF ALL WORK INDICATED & SPECIFIED IN THE DOCUMENTS.

- B. PROJECT REQUIREMENTS - IT IS THE INTENT OF THE CONTRACT DOCUMENTS TO PROVIDE AN INSTALLATION COMPLETE IN EVERY RESPECT. IN THE EVENT THAT ADDITIONAL DETAILS OR SPECIAL CONSTRUCTION IS REQUIRED FOR WORK INDICATED OR SPECIFIED, IT SHALL BE THE RESPONSIBILITY OF THAT CONTRACTOR TO PROVIDE ALL MATERIAL & EQUIPMENT WHICH IS USUALLY FURNISHED WITH SUCH SYSTEMS IN ORDER TO COMPLETE THE INSTALLATION, WHETHER MENTIONED OR NOT.

- C. GENERAL PROJECT DESCRIPTION SCOPE OF WORK INCLUDES, BUT NOT LIMITED TO, THE FOLLOWING:

INTERIOR, PARTIAL, DESIGNATED AREAS:
- PAINT WALLS AND REPLACE CARPET & BASE; NEW EXIT/EMERGENCY LIGHTING; NEW SUSPENDED CEILING & LIGHTING; REPLACE CEILING TILES, PAINT GRIDS, PAINT WALLS; PROVIDE/REPLACE EXHAUST FAN, EMERGENCY LIGHT; REPLACE EXISTING COUNTERTOP; NEW COUNTERTOP, NEW FLOORING & BASE; ENLARGE OFFICE, SOUND ATTENUATION; NEW PARTITIONS, RENOVATE PRIVATE TOILET ROOMS, NEW PLUMBING FIXTURES, WALL & FLOOR FINISHES; NEW DOOR, ETC.

THROUGH WINDOW/WALL MECHANICAL UNITS:

- REMOVING ALL THROUGH WINDOW/WALL MECHANICAL AC UNITS AND ALL ASSOCIATED SUPPORT/MOUNTING.
- INFILL WALL & WINDOW OPENING & PROVIDE FULL INSULATED PANELS AT WINDOWS TO MATCH EXISTING PANEL; CLEAN ALL WINDOWS AND FILL IN EXTERIOR WALL OPENING WITH MATCHING BRICK IN SIZE, COLOR, THICKNESS, ETC.

NEW MECHANICAL AC SYSTEM IS BEING INSTALLED UNDER SEPARATE CONTRACT.

ADD ALTERNATE BID#1: AT 2ND FLOOR CORRIDOR, ZONING & WELFARE OFFICES: REMOVE EXISTING FLOOR & WALL FINISHES & LIGHT FIXTURES, CLEAN AND PROVIDE NEW FLOOR FINISH, WALL BASE, PAINT WALLS, DROP CEILING & LIGHT FIXTURES. SEE DRAWINGS.

GUARANTEE & WARRANTY:

- A. ALL NEW SYSTEMS MANUFACTURER'S WARRANTY.
B. INSTALLING CONTRACTOR GUARANTY.
C. CONTRACTOR GUARANTY ON ALL WORKS LISTED IN THE PRODUCT DOCUMENTS.
D. GUARANTEE PERIOD AND WARRANTY PERIOD SHALL BEGIN WITH DATE OF WRITTEN ACCEPTANCE OF THE WORK BY THE ARCHITECT & THE OWNER.
E. CONTRACTOR AGREES THAT HE WILL REMOVE AND REPLACE AT HIS OWN EXPENSE AND TO THE ENTIRE SATISFACTION OF THE OWNER (UPON WRITTEN NOTIFICATION FROM THE OWNER) ANY MATERIALS, DEVICES OR EQUIPMENT FURNISHED OR INSTALLED BY HIM WHICH PROVES DEFECTIVE, IS FOUND TO BE OTHER THAN SPECIFIED, DOES NOT MEET THE MANUFACTURER'S REQUIREMENT, DOES NOT SERVICE THE PURPOSE FOR WHICH IT IS INTENDED AND DOES NOT PERFORM THE FUNCTION FOR WHICH IT WAS DESIGNED.



GARY MUSCIANO, RA, PP

NJ 8078	MI 1301045424
NY 021687	MN 48411
CA 29549	MO A 2009005517
CO 401804	NV 5015
CT 7547	NC 9671
DC ARC 6052	OH 9510925
DE SS-0008180	PA RA 403281
FL AR 0014044	RI 2030
GA RA 012998	SC 8651
IL 001.020501	TN 105438
IN AR 11300067	TX 15417
IA 06841	UT 847005-0301
KS 5073	VT 2529
LA 5690	VA 0401008254
MD 11039	WA 11037
MA 10131	N.J. COA 21AC00

CONSULTANTS

[illegible]

CLIENT / PROJECT:

PHASE I

MUNICIPAL BUILDING IMPROVEMENTS & REPAIRS

66 MAIN STREET
WEST ORANGE, NJ 07052

DRAWING TITLE:

TITLE SHEET, SITE MAP, SCOPE OF WORK, PROJECT INFO. AND GENERAL CONST. NOTES

PROJECT MANAGER:	SCALE:
GM	AS NOTED
DRAWN BY:	DATE:
LK/DRI	07.08.2022
CHECKED BY:	PROJECT NO.:
GM	7835

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T-01

SECTION 01 60 00 - PRODUCT REQUIREMENTS(CONTINUE)

SECTION 09 65 19.23 - RESILIENT TILE FLOORING AND ACCESSORIES (CONTINUE)

- E. FOR MANNINGTON LVT: PROVIDE AMTICO [V-82 ADHESIVE] [V-88 ADHESIVE] [V-95 ADHESIVE] [XPRESSSTEP ADHESIVE] [XPRESSSTEP PREMIUM ADHESIVE] [QUICKSTIX PRE-APPLIED ADHESIVE] [MOISTURELOC ADHESIVE] UNDER THE FLOORING.
- F. MR-101 WALL BASE ADHESIVE AT THE WALL BASE AS RECOMMENDED BY MANUFACTURER.

2.06 ACCESSORIES

- A. FOR PATCHING, SMOOTHING, AND LEVELING MONOLITHIC SUBFLOORS (CONCRETE, TERRAZZO, QUARRY TILE, CERAMIC TILE, AND CERTAIN METALS), PROVIDE ARMSTRONG [S-184 FAST-SETTING CEMENT-BASED PATCH AND UNDERLAYMENT] [S-194 CEMENT-BASED PATCH, UNDERLAYMENT AND EMBOSSING LEVELER / S-195 UNDERLAYMENT ADDITIVE] [S-453 LEVEL STRONG™ CEMENT BASED SELF-LEVELING COMPOUND] [S-456 PATCH STRONG™ FLEXIBLE PATCHING AND SMOOTHING COMPOUND] [PORTLAND CEMENT-BASED UNDERLAYMENT].
- B. FOR PRIMING POROUS SUBSTRATES TO AID IN ADHESIVE BOND STRENGTH AND REDUCING SUBFLOOR POROSITY, PROVIDE S-454 PRIME STRONG™ ACRYLIC PRIMER FOR POROUS SUBSTRATES. FOR NON-POROUS SUBSTRATES, PROVIDE S-455 PRIME STRONG™ ACRYLIC PRIMER FOR NON-POROUS SUBSTRATES.
- C. FOR CREATING A MOISTURE BARRIER, PROVIDE S-452 SEAL STRONG™ TWO PART MOISTURE MITIGATION SYSTEM.
- D. FOR SEALING JOINTS BETWEEN THE TOP OF WALL BASE OR INTEGRAL COVE CAP AND IRREGULAR WALL SURFACES SUCH AS MASONRY, PROVIDE PLASTIC FILLER APPLIED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS.
- E. PROVIDE TRANSITION/REDUCING STRIPS TAPERED TO MEET ADJUTING MATERIALS.
- F. LVT MUST HAVE THE ABILITY TO BE CHEMICALLY WELDED TO ADJOINING BROADLOOM CARPET MATERIALS.
- G. PROVIDE RESILIENT EDGE STRIPS OF WIDTH SHOWN ON THE DRAWINGS, OF EQUAL GAUGE TO THE FLOORING, HOMOGENEOUS VINYL OR RUBBER COMPOSITION, TAPERED OR BULLNOSE EDGE, WITH COLOR TO MATCH OR CONTRAST WITH THE FLOORING, OR AS SELECTED BY THE ARCHITECT FROM STANDARD COLORS AVAILABLE.
- H. PROVIDE THRESHOLD OF THICKNESS AND WITH AS SHOWN/CALLED FOR ON DRAWINGS.
- I. PROVIDE VINYL/METAL EDGE STRIPS OF REQUIRED WIDTH & THICKNESS TO PROTECT EXPOSED EDGES OF THE FLOORING. PROVIDE UNITS OF MAXIMUM AVAILABLE LENGTH TO MINIMIZE THE NUMBER OF JOINTS. USE BUTT-TYPE EDGE STRIPS FOR CONCEALED ANCHORAGE OR OVERLAP-TYPE EDGE STRIPS FOR EXPOSED ANCHORAGE.

PART 3 - EXECUTION

- 3.01 MANUFACTURER'S INSTRUCTIONS
- A. COMPLIANCE: COMPLY WITH ALL MANUFACTURER'S PRODUCT DATA, INCLUDING TECHNICAL BULLETINS, PRODUCT CATALOG, INSTALLATION INSTRUCTIONS, AND PRODUCT CARTON INSTRUCTIONS FOR INSTALLATION AND MAINTENANCE PROCEDURES AS NEEDED.
- 3.02 EXAMINATION
- A. SITE VERIFICATION OF CONDITIONS: VERIFY SUBSTRATE CONDITIONS ARE ACCEPTABLE FOR PRODUCT INSTALLATION IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS (I.E. MOISTURE TESTS, BOND TEST, PH TEST, ETC.).
- B. VISUALLY INSPECT FLOORING MATERIALS, ADHESIVES AND ACCESSORIES PRIOR TO INSTALLATION. FLOORING MATERIAL WITH VISUAL DEFECTS SHALL NOT BE INSTALLED AND SHALL NOT BE CONSIDERED AS A LEGITIMATE CLAIM.
- C. EXAMINE SUBFLOORS PRIOR TO INSTALLATION TO DETERMINE THAT SURFACES ARE SMOOTH AND FREE FROM CRACKS, HOLES, RIDGES, AND OTHER DEFECTS THAT MIGHT PREVENT ADHESIVE BOND OR IMPAIR DURABILITY OR APPEARANCE OF THE FLOORING MATERIAL.
- D. INSPECT SUBFLOORS PRIOR TO INSTALLATION TO DETERMINE THAT SURFACES ARE FREE FROM CURING, SEALING, PARTING AND HARDENING COMPOUNDS; RESIDUAL ADHESIVES; ADHESIVE REMOVERS; AND OTHER FOREIGN MATERIALS THAT MIGHT PREVENT ADHESIVE BOND. VISUALLY INSPECT FOR EVIDENCE OF MOISTURE, ALKALINE SALTS, CARBONATION, DUSTING, MOLD, OR MILDEW.
- E. REPORT CONDITIONS CONTRARY TO CONTRACT REQUIREMENTS THAT WOULD PREVENT A PROPER INSTALLATION. DO NOT PROCEED WITH THE INSTALLATION UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.
- F. FAILURE TO CALL ATTENTION TO DEFECTS OR IMPERFECTIONS WILL BE CONSTRUED AS ACCEPTANCE AND APPROVAL OF THE SUBFLOOR. INSTALLATION INDICATES ACCEPTANCE OF SUBSTRATES WITH REGARD TO CONDITIONS EXISTING AT THE TIME OF INSTALLATION.

3.03 PREPARATION

- A. SUBFLOOR PREPARATION MOISTURE MITIGATION: SMOOTH CONCRETE SURFACES, REMOVING ROUGH AREAS, PROJECTIONS, RIDGES, AND BUMPS, AND FILLING LOW SPOTS, CONTROL OR CONSTRUCTION JOINTS, MITIGATE MOISTURE AND OTHER DEFECTS WITH ARMSTRONG FLOORING [S-184 FAST-SETTING CEMENT-BASED PATCH AND UNDERLAYMENT] [S-194 CEMENT-BASED PATCH, UNDERLAYMENT AND EMBOSSING LEVELER / S-195 UNDERLAYMENT ADDITIVE] [S-453 LEVEL STRONG™ CEMENT BASED SELF-LEVELING COMPOUND] [S-456 PATCH STRONG™ FLEXIBLE PATCHING AND SMOOTHING COMPOUND] [S-452 SEAL STRONG™ TWO PART MOISTURE MITIGATION SYSTEM] [S-455 PRIME STRONG™ ACRYLIC PRIMER FOR NON-POROUS SUBSTRATES] AS RECOMMENDED BY THE FLOORING MANUFACTURER. REFER TO ARMSTRONG FLOORING GUARANTEED INSTALLATION SYSTEMS MANUAL, F-5061 AND ASTM F 710 STANDARD PRACTICE FOR PREPARING CONCRETE FLOORS TO RECEIVE RESILIENT FLOORING FOR ADDITIONAL INFORMATION ON SUBFLOOR PREPARATION.
- B. SUBFLOOR CLEANING: THE SURFACE SHALL BE FREE OF DUST, SOLVENTS, VARNISH, PAINT, WAX, OIL, GREASE, SEALERS, RELEASE AGENTS, CURING COMPOUNDS, RESIDUAL ADHESIVE, ADHESIVE REMOVERS AND OTHER FOREIGN MATERIALS THAT MIGHT AFFECT THE ADHESION OF RESILIENT FLOORING TO THE CONCRETE OR CAUSE A DISCOLORATION OF THE FLOORING FROM BELOW. REMOVE RESIDUAL ADHESIVES AS RECOMMENDED BY THE FLOORING MANUFACTURER. REMOVE CURING AND HARDENING COMPOUNDS NOT COMPATIBLE WITH THE ADHESIVES USED, AS INDICATED BY A BOND TEST OR BY THE COMPOUND MANUFACTURER'S RECOMMENDATIONS FOR FLOORING. AVOID ORGANIC SOLVENTS. SPRAY PAINTS, PERMANENT MARKERS AND OTHER INDELEIBLE INK MARKERS MUST NOT BE USED TO WRITE ON THE BACK OF THE FLOORING MATERIAL OR USED TO MARK THE CONCRETE SLAB AS THEY COULD BLEED THROUGH, TELEGRAPHING UP TO THE SURFACE AND PERMANENTLY STAINING THE FLOORING MATERIAL. IF THESE CONTAMINANTS ARE PRESENT ON THE SUBSTRATE THEY MUST BE MECHANICALLY REMOVED PRIOR TO THE INSTALLATION OF THE FLOORING MATERIAL.
- C. WHEN USING S-288 ADHESIVE OR ROLL STRONG™ ADHESIVE OR S-240 EPOXY ADHESIVE, PERFORM SUBFLOOR MOISTURE TESTING IN ACCORDANCE WITH ASTM F 2170, "STANDARD TEST METHOD FOR DETERMINING RELATIVE HUMIDITY IN CONCRETE SLABS USING IN-SITU PROBES" /ASTM F 1869 "STANDARD TEST METHOD FOR MEASURING MOISTURE VAPOR EMISSION RATE OF CONCRETE SUBFLOOR USING ANHYDROUS CALCIUM CHLORIDE" AND BOND TESTS AS DESCRIBED IN PUBLICATION F-5061, "ARMSTRONG FLOORING GUARANTEED INSTALLATION SYSTEM," TO DETERMINE IF SURFACES ARE DRY; FREE OF CURING AND HARDENING COMPOUNDS, OLD ADHESIVE, AND OTHER COATINGS; AND READY TO RECEIVE FLOORING. DO NOT PROCEED WITH FLOORING INSTALLATION UNTIL RESULTS OF MOISTURE TESTS ARE ACCEPTABLE. ALL TEST RESULTS SHALL BE DOCUMENTED AND RETAINED.
- D. CONCRETE PH TESTING: PERFORM PH TESTS ON CONCRETE FLOORS REGARDLESS OF THEIR AGE OR GRADE LEVEL. ALL TEST RESULTS SHALL BE DOCUMENTED AND RETAINED.
- E. PERFORM SUBFLOOR RELATIVE HUMIDITY AND/OR CALCIUM CHLORIDE TESTS & BOND TESTS AS DESCRIBED IN "AMTICO INSTALLATION GUIDE," TO DETERMINE IF SURFACES ARE DRY, FREE OR CURING AND HARDENING COMPOUNDS, OLD ADHESIVE, AND OTHER COATINGS, AND READY TO RECEIVE FLOORING. MAXIMUM LEVELS TO BE DETERMINED BASED ON ADHESIVE CHOICE AND MANUFACTURER'S PUBLISHED INSTALLATION INSTRUCTIONS.
- F. VACUUM OR BROOM-CLEAN SURFACES TO BE COVERED IMMEDIATELY BEFORE THE APPLICATION OF FLOORING.

3.04 INSTALLATION OF FLOORING

- A. INSTALL FLOORING IN STRICT ACCORDANCE WITH THE LATEST EDITION OF "ARMSTRONG FLOORING GUARANTEED INSTALLATION SYSTEMS, MANUAL, F-5061 AND MANNINGTON'S PROFESSIONAL INSTALLATION GUIDE" AND ANY OTHER PRODUCT SPECIFIC PUBLISHED INSTALLATION INSTRUCTIONS. FAILURE TO COMPLY MAY RESULT IN VOIDING THE MANUFACTURER'S WARRANTY LISTED IN SECTION 1.09.
- B. INSTALL FLOORING WALL TO WALL BEFORE THE INSTALLATION OF FLOOR-SET CABINETS, CASEWORK, FURNITURE, EQUIPMENT, MOVABLE PARTITIONS, ETC. EXTEND FLOORING INTO TOE SPACES, DOOR RECESSES, CLOSETS, AND SIMILAR OPENINGS AS SHOWN ON THE DRAWINGS.
- C. IF REQUIRED, INSTALL FLOORING ON PAN-TYPE FLOOR ACCESS COVERS. MAINTAIN CONTINUITY OF COLOR AND PATTERN WITHIN PIECES OF FLOORING INSTALLED ON THESE COVERS. ADHERE FLOORING TO THE SUBFLOOR AROUND COVERS AND TO COVERS.
- D. SCRIBE, CUT, AND FIT TO PERMANENT FIXTURES, COLUMNS, WALLS, PARTITIONS, PIPES, OUTLETS, AND BUILT-IN FURNITURE AND CABINETS.

- E. ROLL WITH A 100-POUND (45.36 KILOGRAM) ROLLER IN THE FIELD AREAS. REFER TO SPECIFIC ROLLING INSTRUCTIONS OF THE FLOORING MANUFACTURER.
- F. INSTALL FLOORING WITH ADHESIVES, TOOLS, AND PROCEDURES IN STRICT ACCORDANCE WITH THE MANUFACTURER'S WRITTEN INSTRUCTIONS. OBSERVE THE RECOMMENDED ADHESIVE TROWEL NOTCHING, OPEN TIMES, AND WORKING TIMES.

3.05 INSTALLATION OF ACCESSORIES

- A. APPLY TOP SET WALL BASE TO WALLS, COLUMNS, CASEWORK, AND OTHER PERMANENT FIXTURES IN AREAS WHERE TOP-SET BASE IS REQUIRED. INSTALL BASE IN LENGTHS AS LONG AS PRACTICAL, WITH INSIDE CORNERS FABRICATED FROM BASE MATERIALS THAT ARE MITERED OR COPED. TIGHTLY BOND BASE TO VERTICAL SUBSTRATE WITH CONTINUOUS CONTACT AT HORIZONTAL AND VERTICAL SURFACES.
- B. FILL VOIDS WITH PLASTIC FILLER ALONG THE TOP EDGE OF THE RESILIENT WALL BASE OR INTEGRAL COVE CAP ON MASONRY SURFACES OR OTHER SIMILAR IRREGULAR SUBSTRATES.
- C. PLACE RESILIENT EDGE STRIPS TIGHTLY BUTTED TO FLOORING, AND SECURE WITH ADHESIVE RECOMMENDED BY THE EDGE STRIP MANUFACTURER. INSTALL EDGE STRIPS AT EDGES OF FLOORING THAT WOULD OTHERWISE BE EXPOSED.

3.06 CLEANING

- PERFORM INITIAL AND ON-GOING MAINTENANCE ACCORDING TO THE LATEST EDITION OF THE MANUFACTURER'S MAINTENANCE AND WARRANTY LITERATURE.

3.07 PROTECTION

- PROTECT INSTALLED FLOORING AS RECOMMENDED BY THE FLOORING MANUFACTURER AGAINST DAMAGE FROM ROLLING LOADS, OTHER TRADES, OR THE PLACEMENT OF FIXTURES AND FURNISHINGS.
- DO NOT WAX, POLISH, SEAL OR APPLY OTHER FINISHES TO THE INSTALLED LVT FLOORING UNLESS SPECIFICALLY DIRECTED BY END USER.

END OF SECTION

SECTION 09 68 13 - CARPET TILE

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. CARPET TILE AND BACKING FULLY ADHERED.

1.2 SUBMITTALS

- A. SUBMIT UNDER PROVISIONS OF SECTION 01 30 00 - ADMINISTRATIVE REQUIREMENTS.
- B. PRODUCT DATA: MANUFACTURER'S DATA SHEETS ON EACH PRODUCT TO BE USED, INCLUDING:
1. PREPARATION INSTRUCTIONS AND RECOMMENDATIONS.
 2. STORAGE AND HANDLING REQUIREMENTS AND RECOMMENDATIONS.
 3. INSTALLATION METHODS.
- C. VERIFICATION SAMPLES: FOR EACH FINISH PRODUCT SPECIFIED, TWO SAMPLES, REPRESENTING ACTUAL PRODUCT AND FINISH.
- D. EXTRA STOCK: SUBMIT EXTRA STOCK EQUAL TO 2% OF TOTAL INSTALLED.

1.3 QUALITY ASSURANCE

- A. MANUFACTURER QUALIFICATIONS: MINIMUM 5 YEAR EXPERIENCE MANUFACTURING SIMILAR PRODUCTS.
- B. INSTALLER QUALIFICATIONS: MINIMUM 2 YEAR EXPERIENCE INSTALLING SIMILAR PRODUCTS.
- C. PERFORMANCE: FIRE PERFORMANCE MEETING REQUIREMENTS OF BUILDING CODE AND LOCAL AUTHORITIES.
- D. MOCK-UP: PROVIDE A MOCK-UP FOR EVALUATION OF SURFACE PREPARATION TECHNIQUES AND APPLICATION OF WORKMANSHIP BY ARCHITECT.
1. FINISH AREAS DESIGNATED BY ARCHITECT.
 2. DO NOT PROCEED WITH REMAINING WORK UNTIL WORKMANSHIP IS APPROVED BY ARCHITECT.
 3. REFINISH MOCK-UP AREA AS REQUIRED TO PRODUCE ACCEPTABLE WORK.

1.4 PRE-INSTALLATION MEETINGS

- A. CONVENE MINIMUM TWO WEEKS PRIOR TO STARTING WORK OF THIS SECTION.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. DELIVER AND STORE PRODUCTS IN MANUFACTURER'S UNOPENED PACKAGING BEARING THE BRAND NAME AND MANUFACTURER'S IDENTIFICATION UNTIL READY FOR INSTALLATION.
- B. HANDLING: HANDLE MATERIALS TO AVOID DAMAGE.

1.6 PROJECT CONDITIONS

- A. MAINTAIN ENVIRONMENTAL CONDITIONS (TEMPERATURE, HUMIDITY, AND VENTILATION) WITHIN LIMITS RECOMMENDED BY MANUFACTURER FOR OPTIMUM RESULTS. DO NOT INSTALL PRODUCTS UNDER ENVIRONMENTAL CONDITIONS OUTSIDE MANUFACTURER'S RECOMMENDED LIMITS .

1.7 SEQUENCING

- A. ENSURE THAT PRODUCTS OF THIS SECTION ARE SUPPLIED TO AFFECTED TRADES IN TIME TO PREVENT INTERFERENCE OF CONSTRUCTION PROGRESS.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. ACCEPTABLE MANUFACTURERS: MOHAWK COMMERCIAL CARPETS, FIELD VERIFY TO MATCH EXISTING.
- B. REQUESTS FOR SUBSTITUTIONS WILL BE CONSIDERED IN ACCORDANCE WITH PROVISIONS OF SECTION 01 60 00 - PRODUCT REQUIREMENTS.

2.2 MATERIALS

- A. CARPET TILE:
1. MATERIAL: HIGH-PERFORMANCE NYLON BONDED TO RESILIENT BACKING.
 2. MATERIAL: TUFTED TEXTURED LOOP.
 3. FIBER: ANTRON LUMENA DNA NYLON TYPE 6.6
 4. BACKING: AFFIXX HARDBACK TILE, AFIRMA II HARDBACK TILE, NEXSTEP CUSHION TILE.
 5. INSTALLATION METHOD: GLUE-DOWN.
 6. INSTALLATION METHOD: PARTIAL GLUE-DOWN.
 7. INSTALLATION METHOD: FREE-LAY.
 8. AUXILIARY MATERIALS:
 - a. EDGE GUARDS.
 - b. ADHESIVES, CEMENTS AND FASTENERS.
 - c. LEVELING COMPOUND.

PART 3

EXECUTION

3.1 EXAMINATION

- A. DO NOT BEGIN INSTALLATION UNTIL SUBSTRATES HAVE BEEN PROPERLY PREPARED.
- B. IF SUBSTRATE PREPARATION IS THE RESPONSIBILITY OF ANOTHER INSTALLER, NOTIFY ARCHITECT OF UNSATISFACTORY PREPARATION BEFORE PROCEEDING.

3.2 PREPARATION

- A. CLEAN SURFACES THOROUGHLY PRIOR TO INSTALLATION.
- B. PREPARE SURFACES USING THE METHODS RECOMMENDED BY THE MANUFACTURER FOR ACHIEVING THE BEST RESULT FOR THE SUBSTRATE UNDER THE PROJECT CONDITIONS.

3.3 INSTALLATION

- A. INSTALL IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND IN PROPER RELATIONSHIP WITH ADJACENT CONSTRUCTION. TEST FOR PROPER OPERATION AND ADJUST UNTIL SATISFACTORY RESULTS ARE OBTAINED.
- B. COMPLY WITH RECOMMENDATIONS OF CARPET AND RUG INSTITUTE "SPECIFIER'S HANDBOOK".

3.4 PROTECTION

- A. PROTECT INSTALLED PRODUCTS UNTIL COMPLETION OF PROJECT.
- B. TOUCH-UP, REPAIR OR REPLACE DAMAGED PRODUCTS BEFORE SUBSTANTIAL COMPLETION.

END OF SECTION

SECTION 09 90 00 - PAINTING

PART 1 - GENERAL

- 1.01 WORK INCLUDED: ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY TO COMPLETE THE PAINTING AND FINISHING OF ALL EXISTING EXTERIOR SURFACES, AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING BUT NOT LIMITED TO THE FOLLOWING:

- A. PRIME PAINTING UNPRIMED SURFACES TO BE PAINTED.
- B. PAINTING ALL ITEMS FURNISHED WITH A PRIME COAT OF PAINT, INCLUDING TOUCHING UP OF OR REPAIRING OF ABRADED, DAMAGED OR RUSTED PRIME COATS APPLIED BY OTHERS.
- C. PAINTING ALL FERROUS METALS (EXCEPT STAIN, STL.) EXPOSED TO VIEW.
- D. PAINTING ALL GALVANIZED FERROUS METALS EXPOSED TO VIEW.
- E. PAINTING ALL PIPES, PIPE COVERINGS, CONDUIT, DUCTS INSULATION, HANGERS, SUPPORTS AND ALL OTHER MECHANICAL AND ELECTRICAL ITEMS AND EQUIPMENT EXPOSED TO VIEW.
- F. PAINTING SURFACES ABOVE, BEHIND OR BELOW GRILLES, GRATINGS, DIFFUSERS LOUVERS, LIGHTING FIXTURES, AND THE LIKE, WHICH ARE VISIBLE TO VIEW THROUGH THESE ITEMS.
- G. INCIDENTAL PAINTING AND TOUCHING UP AS REQUIRED TO PRODUCE PROPER FINISH FOR ALL PAINTED SURFACES, INCLUDING TOUCHING UP OF FACTORY-FINISHED ITEMS.
- H. PAINTING OF ANY SURFACE NOT SPECIFICALLY MENTIONED TO BE PAINTED HEREIN OR ON DRAWINGS, BUT FOR WHICH PAINTING IS OBVIOUSLY NECESSARY TO COMPLETE THE JOB, OR WORK WHICH COMES WITHIN THE INTENT OF THESE SPECIFICATIONS, SHALL BE INCLUDED AS THOUGH SPECIFIED.
- I. PAINTING OF EXISTING EXTERIOR WINDOW FRAMES, SILLS AND VERTICAL TRIM/FINS.

1.02 MATERIALS & EQUIPMENT NOT TO BE PAINTED

- A. ITEMS OF EQUIPMENT FURNISHED W/COMPLETE FACTORY FINISH, EXCEPT FOR ITEMS SPECIFIED TO BE GIVEN A FINISH COAT UNDER THIS SECTION.
- B. NON-FERROUS METALS, EXCEPT FOR ITEMS SPECIFIED AND/OR INDICATED TO BE PAINTED.
- C. FINISHED HARDWARE, EXCEPT HARDWARE THAT IS FACTORY PRIMED TO RECEIVE PAINT.
- D. SURFACES NOT TO BE PAINTED SHALL BE LEFT COMPLETELY FREE OF DROPPINGS AND ACCIDENTALLY APPLIED MATERIALS RESULTING FROM THE WORK OF THIS SECTION.

1.03 COORDINATION

- A. WITH CLEANING OF EXISTING MATERIAL AS REQUIRED.
- B. PAINTING SHALL BE SCHEDULED SO AS NOT TO INTERFERE/CAUSE EXTRA WORK FOR THE WORK OF OTHER SECTIONS.

1.04 QUALITY ASSURANCE

- A. PAINTER'S QUALIFICATIONS: ONLY SKILLED MECHANICS SHALL BE EMPLOYED WITH MINIMUM OF SEVEN YEARS EXPERIENCE. USE ONLY QUALIFIED JOURNEYMAN PAINTERS FOR THE MIXING & APPLICATION OF PAINT ON EXPOSED SURFACES.
- B. PAINT COORDINATION: PROVIDE FINISH COATS, WHICH ARE COMPATIBLE WITH THE PRIME PAINTS, USED. REVIEW OTHER SECTIONS OF THESE SPECIFICATIONS IN WHICH PRIME PAINTS ARE TO BE PROVIDED TO ENSURE COMPATIBILITY OF THE TOTAL COATINGS SYSTEM FOR THE VARIOUS SUBSTRATES. UPON REQUEST FROM OTHER SUBCONTRACTORS, FURNISH INFORMATION ON THE CHARACTERISTICS OF THE FINISH MATERIALS PROPOSED TO BE USED, TO ENSURE THAT COMPATIBLE PRIME COATS ARE USED. PROVIDE BARRIER COATS OVER INCOMPATIBLE PRIMERS OR REMOVE AND RE-PRIME AS REQUIRED. NOTIFY THE ARCHITECT IN WRITING OF ANY ANTICIPATED PROBLEMS USING THE COATING SYSTEMS AS SPECIFIED WITH SUBSTRATES PRIMED BY OTHERS.

1.05 SUBMITTALS

- A. PAINTING SCHEDULE/MATERIALS LIST: SUBMIT TO THE ARCHITECT A COMPLETE LIST OF ALL PAINT MATERIALS PROPOSED TO BE FURNISHED & INSTALLED UNDER THIS PORTION OF THE WORK, AND A DETAILED LISTING OF LOCATIONS. (THIS SHALL IN NO WAY BE CONSTRUED AS PERMITTING SUBSTITUTION OF MATERIALS FOR THOSE SPECIFIED OR ACCEPTED FOR THIS WORK BY THE ARCHITECT.)
- B. SUBMIT PRODUCT DATA SHEETS, MSDS SHEETS & CERTIFICATIONS FOR REVIEW AND APPROVAL.
- C. SAMPLES: SUBMIT THREE COMPLETE SET OF COLOR CHARTS FOR FULL RANGE OF MANUFACTURER STANDARD AND CUSTOM COLOR SELECTIONS.
- D. SUBSTITUTION OF SPECIFIED MATERIALS/PRODUCTS: IN EACH CASE WHERE MATERIAL PROPOSED IS NOT MATERIAL SPECIFIED OR SPECIFICALLY DESCRIBED AS AN ACCEPTABLE ALTERNATE IN THIS SECTION, SUBMIT ALL OF THE ABOVE MATERIALS FOR THE PROPOSED PRODUCT FOR REVIEW.

1.06 PRODUCT HANDLING

- A. DELIVER ALL PAINT MATERIALS TO THE JOB SITE IN THEIR ORIGINAL UNOPENED CONTAINERS W/ALL LABELS INTACT & LEGIBLE AT TIME OF USE.
- B. PROTECTION:
 1. STORE ONLY THE APPROVED MATERIALS, AT THE JOB SITE, AND STORE ONLY IN A SUITABLE AND DESIGNATED AREA RESTRICTED TO THE STORAGE OF PAINT MATERIALS AND RELATED EQUIPMENT.
 2. USE ALL MEANS NECESSARY TO ENSURE THE SAFE STORAGE AND USE OF PAINT MATERIALS AND THE PROMPT AND SAFE DISPOSAL OF WASTE.
 3. USE ALL MEANS NECESSARY TO PROTECT PAINT MATERIALS BEFORE, DURING AND AFTER APPLICATION AND TO PROTECT THE INSTALLED WORK AND MATERIALS OF ALL OTHER TRADES.
- C. REPLACEMENTS: IN THE EVENT OF DAMAGE, IMMEDIATELY MAKE ALL REPAIRS AND REPLACEMENT NECESSARY.

1.07 JOB CONDITIONS:

- A. APPLY WATER-BASED PAINTS ONLY WHEN THE TEMPERATURE OF SURFACES TO BE PAINTED AND THE SURROUNDING AIR TEMPERATURES ARE BETWEEN 50 DEG. F. AND 90 DEG. F., UNLESS OTHERWISE PERMITTED BY THE PAINT MANUFACTURER'S PRINTED INSTRUCTIONS.
- B. APPLY SOLVENT-THINNED PAINTS ONLY WHEN THE TEMPERATURE OF SURFACES TO BE PAINTED AND THE SURROUNDING AIR TEMPERATURES ARE BETWEEN 45 DEG. F. AND 95 DEG. F., UNLESS OTHERWISE PERMITTED BY THE PAINT MANUFACTURER'S PRINTED INSTRUCTIONS.
- C. DO NOT APPLY PAINT IN SNOW, RAIN, FOG OR MIST, OR WHEN THE RELATIVE HUMIDITY EXCEEDS 85 PERCENT, OR TO DAMP OR WET SURFACES; UNLESS OTHERWISE PERMITTED BY THE PAINT MFR'S PRINTED INSTRUCTIONS.
- D. TESTING FOR MOISTURE CONTENT: CONTRACTOR SHALL TEST ALL CONCRETE, AND CMU SURFACES FOR MOISTURE CONTENT USING A RELIABLE ELECTRONIC MOISTURE METER. CONTRACTOR SHALL ALSO TEST LATEX TYPE FILLER FOR MOISTURE CONTENT BEFORE APPLICATION OF TOPCOATS OF PAINT. DO NOT APPLY ANY PAINT OR SEALER TO ANY SURFACE OR TO LATEX TYPE FILLER WHERE THE MOISTURE CONTENT EXCEEDS 8 PERCENT AS MEASURED BY THE ELECTRONIC MOISTURE METER.

1.08 EXTRA MATERIALS:

- A. UPON COMPLETION OF THIS PORTION OF THE WORK, DELIVER TO THE OWNER AN EXTRA STOCK OF PAINT EQUALING APPROX. 10 PERCENT OF EACH COLOR & TYPE USED IN EACH COATING MATERIAL USED, WITH ALL SUCH EXTRA STOCK TIGHTLY SEALED IN CLEARLY LABELED CONTAINERS.

PART 2 - PRODUCTS:

2.01 MANUFACTURER:

- A. PROVIDE BEST QUALITY AND GRADE PAINTING PRODUCTS FOR ALL REQUIRED PAINTING IN STRICT ACCORDANCE WITH SCHEDULES IN THIS SECTION, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN. COMPLY WITH NUMBER OF COATS AND REQUIRED MINIMUM MIL. THICKNESS AS RECOMMENDED BY MANUFACTURER AND INDUSTRY STANDARDS.
- B. PAINT TO BE AS MANUFACTURED BY SHERWIN-WILLIAMS COMPANY OR APPROVED EQUAL. COMPLY WITH OWNER'S RULES AND REGULATIONS FOR PAINTING.
- C. MATERIALS SHALL COMPLY WITH VOLATILE ORGANIC COMPOUND (VOC) REQUIREMENTS OF THE FEDERAL CLEAN AIR STANDARDS AND STATE REGULATIONS CONCERNING VOC CONTENT OF PAINTS.

2.02 PROJECT STANDARDS

- A. THE VARIOUS SURFACES SHALL BE PAINTED OR FINISHED AS SPECIFIED AT THE END OF THE SECTION. HOWEVER, THE ARCHITECT RESERVES THE RIGHT TO CHANGE THE FINISHES WITHIN RANGE OF FLAT, SEMI-GLOSS OR GLOSS, WITHOUT ADDITIONAL COST TO THE OWNER.
- B. ALL PAINTS, VARNISHES, ENAMELS, LACQUERS, STAINS AND SIMILAR MATERIALS MUST BE DELIVERED IN THE ORIGINAL CONTAINERS WITH THE SEALS UNBROKEN AND LABEL INTACT AND W/ MANUFACTURER'S INSTRUCTION PRINTED THEREON.
- C. ALL PAINTING MATERIALS SHALL BEAR IDENTIFYING LABELS ON THE CONTAINERS WITH THE MANUFACTURER'S INSTRUCTIONS PRINTED THEREON.
- D. PAINT SHALL NOT BE BADLY SETTLED, CAKED OR THICKENED IN THE CONTAINER, SHALL BE READILY DISPERSED WITH A PADDLE TO A SMOOTH CONSISTENCY AND SHALL HAVE EXCELLENT APPLICATION PROPERTIES.
- E. PAINT SHALL ARRIVE ON THE JOB COLOR-MIXED EXCEPT FOR TINTING OF UNDERCOATS AND POSSIBLE THINNING.
- F. ALL THINNING AND TINTING MATERIALS SHALL BE AS RECOMMENDED BY THE MANUFACTURER FOR THE PARTICULAR MATERIAL THINNED OR TINTED.
- G. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SEE THAT ALL MIXED COLORS MATCH THE COLOR SELECTION MADE BY THE ARCHITECT PRIOR TO COATING APPLICATION.

PART 3 - EXECUTION

3.01 INSPECTION

- A. EXAMINE THE AREAS AND CONDITIONS WHERE PAINTING AND FINISHING IS TO BE INSTALLED & NOTIFY THE ARCHITECT OF CONDITIONS DETRIMENTAL TO THE PROPER & TIMELY COMPLETION OF THE WORK. DO NOT PROCEED W/THE WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED BY THE CONTRACTOR IN A MANNER ACCEPTABLE TO THE ARCHITECT.

3.02 SURFACE PREPARATION:

- A. REFERENCES:
 1. "Systems And Specifications, SSPC Painting Manual, Volume 2" AS DISTRIBUTED BY THE SSPC, 40 24th Street, 6th Floor, Pittsburgh, PA 15222, 877.281.7772
- B. THE CONTRACTOR SHALL BE HELD WHOLLY RESPONSIBLE FOR THE FINISHED APPEARANCE AND SATISFACTORY COMPLETION OF PAINTING WORK.
- C. ALL SUBSTRATES MUST BE PROPERLY CLEANED & PREPARED; ALL SUBSTRATES TO BE PAINTED OR FINISHED SHALL BE PERFECTLY DRY, CLEAN AND SMOOTH.
- D. CLEAN ALL SURFACES BEFORE PAINTING IS STARTED.
- E. PREPARATION OF PREVIOUSLY PAINTED METALS
 1. REMOVE OLD, LOOSE PAINT BY SCRAPING, WIRE BRUSHING OR BY POWER TOOL.
 2. SOLVENT OR DETERGENT CLEAN TO REMOVE OIL, GREASE AND DIRT.
 3. SAND GLOSSY SURFACES AND REMOVE THE DUST.
 4. A TEST PATCH OF ANY NEW COATING SHOULD BE TRIED TO BE SURE IT DOES NOT LIFT OR WRINKLE THE OLD FILM.
- F. PREPARATION OF (BARE) FERROUS METAL (IRON AND STEEL)
 1. SOLVENT CLEAN TO REMOVE DIRT, OIL, GREASE, SOIL, SALTS, WELD FLUX AND OTHER CONTAMINANTS. (USE MINERAL SPIRITS AND A CLEAN CLOTH THAT IS CHANGED FREQUENTLY TO AVOID SPREADING SURFACE CONTAMINATION.)
 2. POWER OR HAND TOOLS SHOULD BE USED TO REMOVE ALL MILL SCALE AND RUST. IF CORRODED OR PITTED, BARE METAL SHOULD BE WIRE BRUSHED OR POWER TOOLED TO REMOVE OXIDATION.
 3. PRIME WITH A RUST INHIBITING METAL PRIMER.
- G. PREPARATION OF (BARE) GALVANIZED METAL
 1. PROTECTIVE COATING MUST BE REMOVED BEFORE PAINTING BY SOLVENT WASHING OR BY WEATHERING AT LEAST SIX MONTHS.
 2. SOLVENT CLEAN TO REMOVE DIRT, OIL, GREASE, SOIL, SALTS, WELD FLUX AND OTHER CONTAMINANTS. (USE MINERAL SPIRITS AND A CLEAN CLOTH THAT IS CHANGED FREQUENTLY TO AVOID SPREADING SURFACE CONTAMINATION.)
- H. PREPARATION OF (BARE) ALUMINUM/LIGHT ALLOYS
 1. SOLVENT CLEAN TO REMOVE DIRT, OIL, GREASE, SOIL, SALTS, WELD FLUX AND OTHER CONTAMINANTS. (USE MINERAL SPIRITS AND A CLEAN CLOTH THAT IS CHANGED FREQUENTLY TO AVOID SPREADING SURFACE CONTAMINATION.)
 2. IF CORRODED OR PITTED, BARE METAL SHOULD BE WIRE BRUSHED OR POWER TOOLED TO REMOVE OXIDATION.
- I. PREPARATION OF (BARE) COPPER/BRASS/BRONZE
 1. SOLVENT CLEAN TO REMOVE DIRT, OIL, GREASE, SOIL, SALTS, WELD FLUX AND OTHER CONTAMINANTS. (USE MINERAL SPIRITS AND A CLEAN CLOTH THAT IS CHANGED FREQUENTLY TO AVOID SPREADING SURFACE CONTAMINATION.)
 2. IF CORRODED OR PITTED, BARE METAL SHOULD BE WIRE BRUSHED OR POWER TOOLED TO REMOVE OXIDATION.
- J. PREPARATION OF CONCRETE/MASONRY/BLOCK
 1. AGE NEW CONCRETE A MINIMUM OF 28-30 DAYS.
 2. SOLVENT WASH TO REMOVE FORM OILS.
 3. FILL VOIDS WITH APPROPRIATE CONCRETE PATCH.

3.03 WORKMANSHIP

- A. EVENLY SPREAD AND FLOWED-ON SMOOTHLY TO AVOID RUNS, SAGS, HOLIDAYS, BRUSH MARKS, AIR BUBBLES AND EXCESSIVE ROLLER STIPPLE.
- B. COVERAGE AND HIDE SHALL BE COMPLETE; IF COLOR, STAIN, DIRT OR UNDERCOATS SHOW THROUGH FINAL COAT OF PAINT, THE SURFACE SHALL BE COVERED BY ADDITIONAL COATS UNTIL THE PAINT FILM IS OF UNIFORM FINISH, COLOR, APPEARANCE AND COVERAGE, AT NO ADDITIONAL COST TO THE OWNER.
- C. LET ALL COATS DRY TO MANUFACTURER'S RECOMMENDATIONS BEFORE APPLYING SUCCEEDING COATS.

3.04 REQUIRED LOCATIONS

- A. PAINT AREAS INDICATED IN THE DRAWINGS.

3.05 APPLICATION

- A. INSTALL PAINTING PRODUCTS IN ACCORDANCE WITH MANUFACTURER'S PUBLISHED INSTRUCTIONS AND RECOMMENDATIONS; APPLICATION SHALL BE BY SPRAYED.
- B. USE APPLICATORS BEST SUITED FOR THE TYPE OF MATERIAL BEING APPLIED.
- C. THE NUMBER OF COATS AND FINAL PAINT FILM THICKNESS REQUIRED IS THE SAME REGARDLESS OF THE APPLICATION METHOD.
 1. SAND WITH FINE SANDPAPER OR RUB WITH PUMICE STONE BETWEEN EACH ENAMEL OR VARNISH COAT APPLICATION, THEN CLEAN. FINAL RESULT SHALL BE AN EVEN, SMOOTH SURFACE IN ACCORDANCE WITH THE COATING MANUFACTURER'S DIRECTIONS.
 2. APPLY ADDITIONAL COATS WHEN UNDERCOATS, STAINS, OR OTHER CONDITIONS SHOW THROUGH THE FINAL COAT OF PAINT, UNTIL THE PAINT FILM IS OF UNIFORM FINISH, COLOR AND APPEARANCE. GIVE SPECIAL ATTENTION TO INSURE THAT ALL SURFACES, INCLUDING EDGES, CORNERS, CREVICES, WELDS, AND EXPOSED FASTENERS RECEIVE A FILM THICKNESS EQUIVALENT TO THAT OF FLAT SURFACES.
- D. THE CONTRACTOR SHALL FOLLOW THE SPECIFIED MINIMUM DRY FILM (MDF) THICKNESS REQUIREMENTS IN THE APPLICATION OF TWO-COAT AND THREE-COAT WORK. (THE MDF FOR EACH COAT SHALL NOT BE LESS THAN 1.5 MILS. THE MDF SPECIFIED IS PREDICATED ON AVERAGE SURFACE ROUGHNESS.)
 1. THE MDF FOR THREE-COAT WORK SHALL NOT BE LESS THAN 5.0 MILS TOTAL.
 2. THE MDF FOR TWO-COAT WORK SHALL NOT BE LESS THAN 3.0 MILS TOTAL.
- E. SCHEDULING PAINTING:
 1. APPLY THE FIRST COAT MATERIAL TO SURFACES THAT HAVE BEEN CLEANED, PRETREATED OR OTHERWISE PREPARED FOR PAINTING AS SOON AS PRACTICABLE AFTER PREPARATION AND BEFORE SUBSEQUENT SURFACE DETERIORATION.
 2. ALLOW SUFFICIENT TIME BETWEEN SUCCESSIVE COATINGS TO PERMIT PROPER DRYING. DO NOT RE-COAT UNTIL PAINT HAS DRIED TO WHERE IT FEELS FIRM, DOES NOT DEFORM OR FEEL STICKY UNDER MODERATE THUMB PRESSURE, AND THE APPLICATION OF ANOTHER COAT OF PAINT DOES NOT CAUSE LIFTING OR LOSS OF ADHESION OF THE UNDERCOAT.
- F. REAPPLICATION OF PRIME COATS:
 1. RE-COAT PRIMED AND SEALED SURFACES WHERE THERE IS EVIDENCE OF SUCTION SPOTS OR UNSEALED AREAS IN FIRST COAT, TO ASSURE A FINISH COAT WITH NO BURN THROUGH OR OTHER DEFECTS DUE TO INSUFFICIENT SEALING.
- G. PIGMENTED (OPAQUE) FINISHES:
 1. COMPLETELY COVER TO PROVIDE AN OPAQUE, SMOOTH SURFACE OF UNIFORM FINISH, COLOR, APPEARANCE AND COVERAGE.
- H. "TOUCHING-UP" OF FACTORY FINISHES:
 1. UNLESS OTHERWISE SPECIFIED OR SHOWN, MATERIALS WITH A FACTORY FINISH SHALL NOT BE PAINTED AT THE PROJECT SITE. IF "TOUCH-UP" IS REQUIRED, THE CONTRACTOR SHALL USE THE FACTORY FINISH MATERIAL OR MANUFACTURER'S RECOMMENDED PAINT MATERIALS TO REPAIR ABRADED, CHIPPED, OR OTHERWISE DEFECTIVE SURFACES.

3.06 PROTECTION

- A. REMOVE AND PROTECT HARDWARE, ACCESSORIES, DEVICE PLATES, LIGHTING FIXTURES, FACTORY FINISHED WORK, AND SIMILAR ITEMS, OR PROVIDE AMPLE IN-PLACE PROTECTION DURING PAINTING. SKILLED WORKMEN SHALL CAREFULLY REPLACE ALL REMOVED ITEMS AT COMPLETION OF PAINTING.
- B. REMOVE ELECTRICAL OUTLET/SWITCH BOX COVERS BEFORE PAINTING WALLS; PAINT SEPARATELY AND REINSTALL AFTER ALL PAINT IS DRY.
- C. THE CONTRACTOR SHALL PROTECT HIS WORK AT ALL TIMES, AND SHALL PROTECT ALL ADJACENT WORK AND MATERIALS BY SUITABLE COVERING OR OTHER METHOD DURING PROGRESS OF HIS WORK. UPON COMPLETION OF THE WORK, HE SHALL REMOVE ALL PAINT AND VARNISH SPOTS FROM ALL SURFACES.
- D. PROTECT WORK OF OTHER TRADES, WHETHER TO BE PAINTED OR NOT, AGAINST DAMAGE BY THE PAINTING AND FINISHING WORK. LEAVE ALL SUCH WORK UNDAMAGED, CORRECT ANY DAMAGES BY CLEANING, REPAIRING OR REPLACING, AND REPAINTING AS ACCEPTABLE TO THE ARCHITECT.
- E. PROVIDE "WET PAINT" SIGNS AS REQUIRED TO PROTECT NEWLY PAINTED FINISHES.



GARY MUSCIANO, RA, PP

NJ 8078	MI 1301045424
NY 021687	MN 48411
CA 29549	MO A 2009005517
CO 401804	NV 5015
CT 7547	NC 9671
DC ARC 6052	OH 9510925
DE SS-0008180	PA RA 403281
FL AR 0014044	RI 2030
GA RA 012998	SC 8651
IL 001 020501	TN 105438
IN AR 011300067	TX 154147
IA 09841	UT 070551-0301
KS 5073	VT 2529
LA 5690	VA 0401008254
MD 11039	WA 11037
MA 10131	N.J. COA 21AC00083000

3.07 CLEAN UP

- A. DURING THE PROGRESS OF THE WORK, REMOVE FROM THE SITE ALL DISCARDED PAINT MATERIALS, RUBBISH, CANS & RAGS AT THE END OF EACH WORKDAY.
- B. UPON COMPLETION OF PAINTING WORK, CLEAN WINDOW GLASS AND OTHER PAINT-SPATTERED SURFACES. REMOVE SPATTERED PAINT BY PROPER METHODS OF WASHING AND SCRAPING, USING CARE NOT TO SCRATCH OR OTHERWISE DAMAGE FINISHED SURFACES.
- C. REMOVE TEMPORARY PROTECTIVE WRAPPINGS PROVIDED BY OTHERS FOR PROTECTION OF THEIR WORK AFTER COMPLETION OF PAINTING OPERATIONS.
- D. AT THE COMPLETION OF WORK OF OTHER TRADES, TOUCH-UP AND RESTORE ALL DAMAGED OR DEFACED PAINTED SURFACES.

3.08 SCHEDULE OF PAINT FINISHES

- A. INTERIOR GYPSUM DRYWALL/ SHEETROCK (UNPAINTED/NEW):
1. PRIMER COAT: S-W PROMAR 200 ZERO VOC INTERIOR LATEX PRIMER, 829W2600
 2. 1ST & 2ND COAT: S-W PRO INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY, K45 EG-SHEL OR K46 SEMI-GLOSS.
- B. INTERIOR HOLLOW METAL DOORS AND/OR OTHER MISC. METALS (UNPAINTED/NEW):
1. PRIMER COAT: AS RECOMMENDED BY MANUFACTURER FOR SPECIFIC SUBSTRATE
 2. 1ST & 2ND COAT: S-W PRO INDUSTRIAL URETHANE ALKYD ENAMEL, B54-150
- C. INTERIOR HOLLOW METAL DOOR FRAMES (PREVIOUSLY PAINTED):
1. PRIMER COAT (IF REQUIRED): S-W DTM BONDING PRIMER
 2. 1ST & 2ND COAT: S-W BOND-FLEX WATERBASED ACRYLIC COATING, "ALUMINUM", B71S200
- D. OTHER INTERIOR SURFACES, NOT SPECIFICALLY SPECIFIED:
1. PRIMER COAT: AS RECOMMENDED BY MANUFACTURER FOR SPECIFIC SUBSTRATE
 2. 1ST & 2ND COAT: AS RECOMMENDED BY MANUFACTURER FOR SPECIFIC SUBSTRATE
- E. INTERIOR CMU (UNPAINTED/NEW):
1. PRIMER COAT: LOXON BLOCK SURFACER A24
 2. 1ST & 2ND COAT: S-W PRO INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY, K45 EG-SHEL OR K46 SEMI-GLOSS.
- F. INTERIOR CMU OR OTHER MASONRY (PREVIOUSLY PAINTED):
1. PRIMER COAT (IF REQUIRED): PREP-RITE PROBLOCK INTERIOR/EXTERIOR LATEX PRIMER B51W620
 2. 1ST & 2ND COAT: S-W PRO INDUSTRIAL PRE-CATALYZED WATERBASED EPOXY, K45 EG-SHEL OR K46 SEMI-GLOSS.
- G. EXTERIOR CMU, STUCCO AND/OR BRICK (ALL AREAS - PREVIOUSLY PAINTED AND/OR NEW):
1. PRIMER COAT: (NONE REQUIRED FOR WATERPROOFING SYSTEM)
 - 1a. VERY POROUS/POOR CONDITION SURFACES MAY REQUIRE (1 COAT) LOXON BLOCK SURFACER OR LOXON CONDITIONER A24-300; AS DIRECTED BY ARCHITECT/PAINT MANU.
 2. 1ST & 2ND COAT: S-W LOXON XP EXTERIOR WATERPROOFING COATING A24-1400.
- H. EXTERIOR METAL DOOR FRAMES AND/OR OTHER MISCELLANEOUS METALS:
1. PRIMER COAT: AS RECOMMENDED BY MANUFACTURER FOR SPECIFIC SUBSTRATE
 2. 1ST & 2ND COAT: S-W PRO INDUSTRIAL URETHANE ALKYD ENAMEL B54-150.

- I. ELECTRICAL, PLUMBING & MECHANICAL EQUIPMENT, NOT SPECIFICALLY SPECIFIED:
1. INCLUDES ALL EXPOSED PIPING, CONDUITS, DUCTWORK AND OTHER EXPOSED MEP EQUIPMENT
 2. USE HEAT RESISTING PAINT WHEN APPLIED TO HEATING LINES AND EQUIPMENT.

3. EXPOSED DUCTWORK, PIPING, HANGERS AND EQUIPMENT:
- a. PRIMER: AS REQUIRED BY PAINT MANU.
 - b. 1ST & 2ND COAT: S-W PRO INDUSTRIAL HP ACRYLIC B66.
4. EXPOSED COVERED PIPING, DUCTWORK AND EQUIPMENT:
- a. PRIMER: AS REQUIRED BY PAINT MANU.
 - b. 1ST & 2ND COAT: S-W PRO INDUSTRIAL HP ACRYLIC B66.

5. FIRE SUPPRESSION SYSTEM PIPING:
- a. PRIMER: AS REQUIRED BY PAINT MANU.
 - b. 1ST & 2ND COAT: S-W PRO INDUSTRIAL HP ACRYLIC B66
6. EXPOSED UNDERCOVER DUCTWORK, PIPING, HANGERS & EQUIPMENT:
- a. PRIMER: AS REQUIRED BY PAINT MANU.
 - b. 1ST & 2ND COAT: S-W PRO INDUSTRIAL HP ACRYLIC B66.

- J. EXISTING EXTERIOR ALUMINUM WINDOW FRAMES, SILLS AND VERTICAL TRIMFINIS:
1. PRIMER COAT: S-W DTM ACRYLIC PRIMER/FINISH, B66W1
 2. 1ST & 2ND COAT: S-W BOND-FLEX WATERBASED ACRYLIC COATING, "ALUMINUM", B71: S200

GLOSS

NOTE: PREP- SAND LIGHTLY WITH 100 GRIT SAND PAPER TO CREATE PROFILE PRIOR TO PRIMING. ALWAYS CHECK COMPATIBILITY OF THE PREVIOUSLY PAINTED SURFACE WITH THE NEW COATING BY APPLYING A TEST PATCH OF 2-3 SQUARE FEET. ALLOW TO DRY THOROUGHLY FOR 1 WEEK BEFORE CHECKING ADHESION - ASTM D3359 ADHESION TEST SHOULD BE DONE PRIOR TO COATING

END OF SECTION

DIVISION 10: SPECIALTIES

SECTION 10 20 00 - TOILET ACCESSORIES

PART 1 - GENERAL

1.01. WORK INCLUDES: ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES NECESSARY TO COMPLETE THE TOILET ROOM ACCESSORIES WORK AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN. COORDINATE THE WORK WITH THE PLACEMENT OF INTERNAL WALL REINFORCEMENT.

1.02. SUBMITTALS: PRODUCT DATA: PROVIDE MANUFACTURER'S PRODUCT DATA ON ALL ACCESSORIES DESCRIBING SIZE, FINISH, AND DETAILS OF FUNCTION, ATTACHMENT METHODS, SUBMIT SCHEDULE WITH LOCATIONS, QUANTITIES, MOUNTING HEIGHTS, ETC. SUBMIT COPIES OF MANUFACTURER'S INSTALLATION INSTRUCTIONS AND MAINTENANCE PROCEDURES/INSTALLATIONS.

PART 2 - PRODUCTS

- A. PRODUCTS LISTED ARE AS MADE BY BOBRICK WASHROOM EQUIPMENT.
- B. OTHER ACCEPTABLE MANUFACTURERS: AMERICAN SPECIALTIES, INC.; BRADLEY CORPORATION
- C. SUBSTITUTION OF EQUIVALENT PRODUCTS SHALL BE APPROVED BY ARCHITECT .

2.02 MATERIALS

- A. MATERIALS FOR ACCESSORIES: SHOP ASSEMBLED, FREE OF DENTS & SCRATCHES AND PACKAGED COMPLETE WITH ANCHORS AND FITTINGS, STEEL ANCHOR PLATES, ADAPTERS, AND ANCHOR COMPONENTS FOR INSTALLATION. GRIND WELDED JOINTS SMOOTH.
- B. FABRICATE UNITS MADE OF METAL SHEET OF SEAMLESS STEELS, WITH FLAT SURFACES.
1. STAINLESS STEEL SHEET: ASTM A 666, TYPE 304.
 2. GALVANIZED SHEET STEEL: HOT-DIPPED GALVANIZED STEEL, ASTM A 653/A 653M, WITH G90/Z275 COATING.
 3. FINISH SHALL BE "NO. 4 SATIN BRUSHED FINISH".
- C. ADHESIVE: TWO-COMPONENT EPOXY TYPE, FIRE-PROOF.
- D. FASTENERS, SCREWS, & BOLTS: HOT DIP GALVANIZED, TAMPER-PROOF, AND SECURITY TYPE.
- E. EXPANSION SHIELDS: FIBER, LEAD, OR RUBBER AS RECOMMENDED BY ACCESSORY MANUFACTURER FOR COMPONENT AND SUBSTRATE.

2.03 TOILET ROOM ACCESSORY DESCRIPTIONS:

TOILET TISSUE DISPENSER: SURFACE-MOUNTED, MODEL B-76867, DOUBLE-ROLL TOILET TISSUE DISPENSER SHALL BE TYPE-304 STAINLESS STEEL, WITH SATIN FINISH, UNIT SHALL ACCOMMODATE TWO STANDARD-CORE TOILET PAPER ROLLS UP TO 5-1/2" (140MM) DIAMETER (1800 SHEETS), FLANGES AND SUPPORT ARMS SHALL BE 22 GAUGE (0.8MM) AND EQUIPPED WITH CONCEALED, 18 GAUGE (1.2MM) MOUNTING BRACKETS THAT ARE SECURED TO CONCEALED, 19-GAUGE (1.0MM) WALL PLATES WITH STAINLESS STEEL SETSCREWS. SPINDLES SHALL BE EQUIPPED WITH HEAVY-DUTY INTERNAL SPRINGS. MANUFACTURER'S SERVICE AND PARTS MANUAL SHALL BE PROVIDED TO THE BUILDING OWNER/MANAGER UPON REQUEST.

GRAB BAR (42" HORIZONTAL): SURFACE-MOUNTED, MODEL B-6806.99X42, 42" (1065MM) LONG, 1-1/2" (38MM) DIA. TUBING, PEENED FINISH, CONSTRUCTED OF 18-GAUGE (1.2MM), TYPE 304 SATIN-FINISH STAINLESS STEEL TUBING, CONCEALED MOUNTING FLANGE 14" (36MM) THICK, TYPE 304 STAINLESS STEEL PLATE, 2" W X 3 1/8" H (50 X 80MM), WITH SCREW HOLES FOR CONCEALED ANCHORS. COVER IS 22-GAUGE (0.8MM), TYPE 304 STAINLESS STEEL WITH SATIN FINISH, 3 1/4" (85MM) DIAMETER. COVER SNAPS OVER MOUNTING FLANGE TO CONCEAL SCREWS.

GRAB BAR (18" VERTICAL): SURFACE-MOUNTED, MODEL B-6806.99X18, 18" LONG, 1-1/2" (38MM) DIA. TUBING, PEENED FINISH, CONSTRUCTED OF 18-GAUGE (1.2MM), TYPE 304 SATIN-FINISH STAINLESS STEEL TUBING, CONCEALED MOUNTING FLANGE 14" (36MM) THICK, TYPE 304 STAINLESS STEEL PLATE, 2" W X 3 1/8" H (50 X 80MM), WITH SCREW HOLES FOR CONCEALED ANCHORS. COVER IS 22-GAUGE (0.8MM), TYPE 304 STAINLESS STEEL WITH SATIN FINISH, 3 1/4" (85MM) DIAMETER. COVER SNAPS OVER MOUNTING FLANGE TO CONCEAL SCREWS.

GRAB BAR (36" HORIZONTAL): SURFACE-MOUNTED, MODEL B-6806.99X36, 36" LONG, 1-1/2" (38MM) DIA. TUBING, PEENED FINISH, CONSTRUCTED OF 18-GAUGE (1.2MM), TYPE 304 SATIN-FINISH STAINLESS STEEL TUBING, CONCEALED MOUNTING FLANGE 14" (36MM) THICK, TYPE 304 STAINLESS STEEL PLATE, 2" W X 3 1/8" H (50 X 80MM), WITH SCREW HOLES FOR CONCEALED ANCHORS. COVER IS 22-GAUGE (0.8MM), TYPE 304 STAINLESS STEEL WITH SATIN FINISH, 3 1/4" (85MM) DIAMETER. COVER SNAPS OVER MOUNTING FLANGE TO CONCEAL SCREWS.

SOAP DISPENSER: COUNTER-MOUNTED, MODEL B-822, CORROSION RESISTANT SOAP DISPENSER HAS VANDAL-RESISTANT LOCKING COVER AND FREE-TURNING SPOUT. BODY AND SHANK ARE HIGH-IMPACT-RESISTANT ABS PLASTIC WITH A SHATTER-RESISTANT POLYETHYLENE CONTAINER, 34-FL. OZ. (1.0-L) CAPACITY, 4" (100MM) SPOUT LENGTH, 4" (100MM) MOUNTING THICKNESS, BRIGHT-POLISHED SPOUT.

SANITARY NAPKIN DISPOSAL: SURFACE-MOUNTED, MODEL B-254, TYPE-304 STAINLESS STEEL WITH ALL-WELDED CONSTRUCTION; EXPOSED SURFACES SHALL HAVE SATIN FINISH. DOOR SHALL BE SECURED TO CABINET WITH A FULL-LENGTH STAINLESS STEEL PIANO-HINGE AND EQUIPPED WITH A TUMBLER LOCK KEVED LIKE OTHER BOBRICK WASHROOM ACCESSORIES. UNIT SHALL HAVE A SELF-CLOSING PANEL COVERING EACH DISPOSAL OPENING. PANEL SHALL HAVE BOTTOM EDGE HEMMED FOR SAFETY, BE SECURED TO DOOR WITH SPRING-LOADED, FULL-LENGTH STAINLESS STEEL PIANO-HINGE, AND EQUIPPED WITH INTERNATIONAL GRAPHIC SYMBOLS IDENTIFYING SANITARY NAPKIN DISPOSAL. UNIT SHALL BE FURNISHED WITH A REMOVABLE, LEAK-PROOF MOLDED POLYETHYLENE RECEPTACLE. RECEPTACLE SHALL HAVE A CAPACITY OF 1-2-GAL. (4-6-L).

WASTE RECEPTACLE: RECESSED, MODEL B-3644, TYPE-304 STAINLESS STEEL WITH ALL-WELDED CONSTRUCTION; EXPOSED SURFACES SHALL HAVE SATIN FINISH. FLANGE SHALL BE DRAWN AND BEVELED, ONE-PIECE, SEAMLESS CONSTRUCTION. REMOVABLE WASTE RECEPTACLE SHALL BE SECURED TO CABINET WITH A TUMBLER LOCK KEVED LIKE OTHER BOBRICK WASHROOM ACCESSORIES. HAS FRONT AND SIDE EDGES OR BOTTOM AND ALL TOP EDGES HEMMED FOR SAFE HANDLING, AND SHALL HAVE A MINIMUM CAPACITY OF 12-GAL. (45-4-L).

CLOTHES HOOK & BUMPER: WALL-MOUNTED, MODEL B-212, CONSTRUCTED OF SOLID CAST ALUMINUM WITH MATTE FINISH. UNIT SHALL BE EQUIPPED WITH HARD RUBBER BUMPER.

FRAMED MIRROR UNIT: MODEL B-165 1836, 18" W X 36" H (46 X 91CM), ONE-PIECE, 12" X 1/2" X 3/8" (13 X 3 X 9.5MM) CHANNEL-FRAME, TYPE 430 STAINLESS STEEL WITH BRIGHT-POLISHED FINISH, MITERED CORNERS, FRAME SCREW PERMITS EASY REPLACEMENT OF GLASS. NO. 1 QUALITY, 1/4" (6MM) GLASS MIRROR, WARRANTED AGAINST SILVER SPOILAGE FOR 15 YEARS. GALVANIZED STEEL BACK, SECURED TO CONCEALED WALL HANGER WITH THEFT-RESISTANT MOUNTING.

TOILET PARTITIONS: (REFER TO SECTION 10 21 13)

SHOWER CURTAIN & ROD: MODEL B-6047 (LENGTHS VARY; SEE PLAN), TYPE 304 STAINLESS STEEL, SATIN FINISH, 18-6" DIA. ROD, 2-1/2" S22, S20, MOUNTING FLANGES. SHOWER CURTAIN MADE OF OPAQUE VINYL, 0.008 INCH THICK, MATTE FINISH, WITH ANTI-BACTERIAL TREATMENT, FLAMEPROOF AND STAIN-RESISTANT. 72 BY 72 INCHES, HEMMED EDGES WITH STAINLESS STEEL GROMMETS, PIERCED THROUGH TOP HEM ON 6 INCH CENTERS, WHITE (OR COLOR T.B.D.) CHROME-PLATED OR STAINLESS STEEL SPRING WIRE HOOKS DESIGNED FOR SNAP CLOSURE

UTILITY SHELF W/POD HOLDER: WALL-MOUNTED, MODEL B-224X36, TYPE-304 STAINLESS STEEL WITH SATIN FINISH. SHELF SHALL BE 18 GAUGE (1.2MM) WITH 1-1/2" (38MM) RETURN EDGE. MOUNTING BRACKETS, WELDED TO SHELF, SHALL BE 18 GAUGE (1.2MM) MANUFACTURER'S SERVICE AND PARTS MANUAL SHALL BE PROVIDED TO THE BUILDING OWNER/MANAGER UPON REQUEST.

HOOK STRIP: STAINLESS STEEL, MODEL B-232, TYPE-304 STAINLESS STEEL WITH SATIN FINISH. HOOKS SHALL BE 12 GAUGE (2.8MM) AND MOUNTING STRIP SHALL BE 18 GAUGE (1.2MM)

SOAP DISPENSER: SURFACE-MOUNTED, MODEL B-2112, TYPE-304 STAINLESS STEEL WITH SATIN FINISH, CORROSION-RESISTANT VALVE SHALL DISPENSE COMMERCIALLY MARKETED ALL-PURPOSE HAND SOAPS, TO PREVENT CORROSION OF THE TANK, USE ONLY CHLORIDE-FREE PH-NEUTRAL LIQUID SOAPS. VALVE SHALL BE OPERABLE WITH ONE HAND AND WITH LESS THAN 5 POUNDS OF FORCE (22.2 N) TO COMPLY WITH BARRIER-FREE ACCESSIBILITY GUIDELINES (INCLUDING ADAAG IN U.S.A.). CONTAINER SHALL BE EQUIPPED WITH A CLEAR ACRYLIC SOAP REFILL-INDICATOR WINDOW, A LOCKED, HINGED STAINLESS STEEL LID FOR TOP FILLING, AND SHALL HAVE A CAPACITY OF 40-FL. OZ (1.2-L). UNIT SHALL HAVE CONCEALED, VANDAL- RESISTANT MOUNTING.

PART 3 - EXECUTION

3.01. EXAMINATION: VERIFY EXISTING CONDITIONS BEFORE STALING WORK. VERIFY EXACT LOCATION OF ACCESSORIES FOR INSTALLATION. VERIFY THAT FIELD MEASUREMENTS ARE AS INDICATED ON DRAWINGS.

3.02. PREPARATION: DELIVER INSERTS AND ROUGH-IN FRAMES TO SITE FOR TIMELY INSTALLATION. PROVIDE TEMPLATES AND ROUGH-IN MEASUREMENTS AS REQUIRED.

3.03. INSTALLATION: INSTALL ACCESSORIES IN ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS, AND IN LOCATIONS SHOWN ON DRAWINGS. INSTALL PLUMB AND LEVEL, SECURELY AND RIGIDLY ANCHORED TO SUBSTRATE. MOUNTING HEIGHTS AND LOCATIONS: AS REQUIRED BY ACCESSIBILITY ADA REGULATIONS AND AS INDICATED ON DRAWINGS.

END OF SECTION

SECTION 10 21 13 - TOILET COMPARTMENTS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. HIGH PRESSURE LAMINATE SUBSTRATE: (BOBRICK METROSERIES™)

1. TOILET PARTITIONS:
 - a. CONFIGURATION: FLOOR-ANCHORED, OVERHEAD-BRACED.
2. URINAL PRIVACY SCREENS:
 - a. CONFIGURATION: WALL-HUNG.
- B. SOLID PHENOLIC, MOISTURE RESISTANT SUBSTRATE: (BOBRICK DURALINESERIES®)
1. TOILET PARTITIONS:
 - a. CONFIGURATION: FLOOR-ANCHORED, OVERHEAD-BRACED.
2. URINAL PRIVACY SCREENS:
 - a. CONFIGURATION: WALL-HUNG.

1.02 RELATED REQUIREMENTS

- A. SECTION 061000 - ROUGH CARPENTRY, COORDINATION WITH BLOCKING IN WALLS TO SECURE PANELS, WALL POSTS AND STILES.
- B. SECTION 095000 - CEILINGS, COORDINATION WITH LAYOUT AND INSTALLATION.
- C. SECTION 092000 - PLASTER AND GYPSUM BOARD, COORDINATION WITH BLOCKING.
- D. SECTION 093000 - TILING, COORDINATION WITH LAYOUT AND INSTALLATION.
- E. SECTION 102800 - WASHROOM ACCESSORIES, FOR ACCESSORIES.

1.03 SUBMITTALS

- A. PRODUCT DATA: SUBMIT MANUFACTURER'S DATA SHEETS FOR EACH PRODUCT SPECIFIED.
- B. SHOP DRAWINGS: SUBMIT MANUFACTURER'S SHOP DRAWINGS FOR EACH PRODUCT SPECIFIED, INCLUDING THE FOLLOWING:
1. PLANS, ELEVATIONS, DETAILS OF CONSTRUCTION AND ATTACHMENT TO ADJACENT CONSTRUCTION.
 2. SHOW ANCHORAGE LOCATIONS AND ACCESSORY ITEMS.
 3. VERIFY DIMENSIONS WITH FIELD MEASUREMENTS PRIOR TO FINAL PRODUCTION OF TOILET COMPARTMENTS.

1.04 QUALITY ASSURANCE

- A. MANUFACTURER: PROVIDE PRODUCTS MANUFACTURED BY A COMPANY WITH A MINIMUM OF 10 YEARS SUCCESSFUL EXPERIENCE SIMILAR APPLICATIONS.
- B. SINGLE SOURCE REQUIREMENTS: TO THE GREATEST EXTENT POSSIBLE PROVIDE PRODUCTS FROM A SINGLE MANUFACTURER.
- C. ACCESSIBILITY REQUIREMENTS: COMPLY WITH REQUIREMENTS APPLICABLE IN THE JURISDICTION OF THE PROJECT, INCLUDING BUT NOT LIMITED TO ADA AND ICC/ANSI A117.1 REQUIREMENTS AS APPLICABLE.

1.05 DELIVERY, STORAGE, AND HANDLING

A. DELIVER, STORE AND HANDLE MATERIALS AND PRODUCTS IN STRICT COMPLIANCE WITH MANUFACTURERS' INSTRUCTIONS AND RECOMMENDATIONS. PROTECT FROM DAMAGE.

1.06 WARRANTY

- A. MANUFACTURER'S WARRANTY: MANUFACTURER'S STANDARD 2 YEAR WARRANTY FOR MATERIALS AND WORKMANSHIP. MANUFACTURER'S STANDARD 1 YEAR GUARANTEE AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR DOOR HARDWARE AND MOUNTING BRACKETS.

PART 2 - PRODUCTS

2.01 MANUFACTURER

A. BASIS-OF-DESIGN PRODUCTS: SPECIFICATIONS ARE BASED SOLELY ON THE PRODUCTS OF BOBRICK WASHROOM EQUIPMENT, INC., WWW.BOBRICK.COM. LOCATION OF MANUFACTURING SHALL BE THE UNITED STATES.

2.02 TOILET ROOM PARTITIONS:

- A. COMPACT LAMINATE (CL) 1080-1180: BOBRICK DURALINESERIES.
1. COLOR: AS INDICATED ON DRAWINGS.
- B. TOILET PARTITIONS:
1. CONFIGURATION: FLOOR-ANCHORED, OVERHEAD-BRACED PARTITIONS; EXTRUDED ANODIZED ALUMINUM WITH SATIN FINISH HEADRAILS, 0.045 INCH (1.14 MM) THICK WITH ANTI-GRIP PROFILE.
 - a. BASIS-OF-DESIGN: BOBRICK (CL) DURALINESERIES TOILET PARTITIONS.
 - 1). HARDWARE: STANDARD HARDWARE.
 - b. FIRE RESISTANCE:
 - 1) FLAME SPREAD INDEX (ASTM E 84): 60 FOR PANELS, DOORS AND STILES.
 - 2) SMOKE DEVELOPED INDEX (ASTM E 84): 300 FOR PANELS, DOORS AND STILES.
 - 3) NFPA/IBC INTERIOR WALL AND CEILING
 - 4) FINISH: CLASS B.
 - a. UNIFORM BUILDING CODE: CLASS II.

- C. URINAL PRIVACY SCREENS:
1. BASIS-OF-DESIGN: BOBRICK (CL) DURALINESERIES WALL-HUNG URINAL PRIVACY SCREENS.
 2. HARDWARE: TO MATCH PARTITION HARDWARE.
 3. FIRE RESISTANCE:
 - a. FLAME SPREAD INDEX (ASTM E 84): 60 FOR PANELS AND STILES.
 - b. SMOKE DEVELOPED INDEX (ASTM E 84): 300 FOR PANELS AND STILES.
 - c. NATIONAL FIRE PROTECTION ASSOCIATION/INTERNATIONAL BUILDING CODE INTERIOR WALL AND CEILING FINISH: CLASS B.
 - d. UNIFORM BUILDING CODE: CLASS II.

- D. FINISHED THICKNESS: 1 INCH (25 MM) FOR STILES, DOORS, SCREENS AND PANELS. FINISHED THICKNESS OF DOORS AND STILES TO ENSURE FLUSH FRONT.
- E. MATERIALS: 3-PLY; STILES, PANELS, DOORS AND SCREENS.
1. CORES: 45 LB (20.4 KG) DENSITY, INDUSTRIAL GRADE, RESIN-IMPREGNATED, PARTICLE BOARD.
 2. SURFACES: HIGH PRESSURE LAMINATE ANSINEMA LD3-2005 MINIMUM THICKNESS 0.035 INCH (0.89 MM).
- F. FABRICATION: HIGH PRESSURE LAMINATE BONDED TO CORE MATERIAL WITH ADHESIVE SPECIALLY FORMULATED TO PREVENT DELAMINATION. EDGES BONDED PRIOR TO BONDING FACE SHEETS. SPLICES OR JOINTS IN FACES OR EDGES ARE NOT ACCEPTABLE EXCEPT IN THE CASE OF LAMINATE MATERIAL LIMITATIONS.

- F. WALL POSTS: PRE-DRILLED FOR DOOR HARDWARE, 18-8, TYPE 304, 16 GAUGE (1.6 MM) STAINLESS STEEL WITH SATIN FINISH, 1 INCH (25 MM) X 1-1/2 INCHES (38 MM) X 58 INCHES HIGH (1473 MM).
- G. STILES: FLOOR-ANCHORED STILES FURNISHED WITH EXPANSION SHIELDS AND THREADED RODS.
1. OVERHEAD BRACED LEVELING DEVICES: 12 GAUGE, 3 INCH X 1.25 INCH (75 MM X 32 MM) ZINC PLATED STEEL WITH CHROMATE TREATMENT; FACTORY INSTALLED TO BOTTOM OF STILE.
 2. STILE SHOES: ONE-PIECE, 22 GAUGE (0.8 MM), 18-8, TYPE 304 STAINLESS STEEL, 4 INCH (102 MM) HEIGHT, TOPS WITH 90 DEGREE RETURN TO STILE. ONE-PIECE SHOE CAPABLE OF ADAPTING TO 3/4 INCH (19 MM) OR 1 INCH (25 MM) STILE THICKNESS AND CAPABLE OF BEING FASTENED (BY CLIP) TO STILES STARTING AT WALL LINE.
- H. ANCHORS: EXPANSION SHIELDS AND THREADED RODS AT FLOOR CONNECTIONS AS APPLICABLE. THREADED RODS SECURED TO SUPPORTS ABOVE CEILING AS APPLICABLE.

I. HARDWARE:

1. COMPLIANCE: OPERABLE WITH ONE HAND, WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST, AND FORCE TO OPERATE DOES NOT EXCEED FIVE POUNDS.
2. EMERGENCY ACCESS: HINGES, LATCH ALLOW DOOR TO BE LIFTED OVER KEEPER FROM OUTSIDE COMPARTMENT.
3. FASTENING: HINGES SECURED TO DOOR AND STILE BY STAINLESS STEEL SCREWS FASTENED INTO FACTORY-INSTALLED, THREADED INSERTS. FASTENERS SECURED DIRECTLY INTO CORE NOT ACCEPTABLE.
4. MOUNTING: HINGES, KEEPERS, LATCHES, CLOTHES HOOKS AND THEIR FASTENERS CONCEALED INSIDE COMPARTMENT. EXPOSED HINGES, KEEPERS, LATCHES, CLOTHES HOOKS AND THEIR FASTENERS ON EXTERIOR OF COMPARTMENT NOT ACCEPTABLE WITH THE EXCEPTION OF ACCESSIBLE COMPARTMENTS.
5. HINGES: BALANCED, WITH FIELD-ADJUSTABLE CAM TO PERMIT DOOR TO BE FULLY CLOSED OR PARTIALLY OPEN WHEN COMPARTMENT IS UNOCCUPIED.
6. MOUNTING BRACKETS: MOUNTED INSIDE COMPARTMENT; EXPOSED BRACKETS ON EXTERIOR OF COMPARTMENT NOT ACCEPTABLE WITH THE EXCEPTION OF OUTSWINGING DOORS.
7. LATCHING: DOOR IS LOCKED FROM INSIDE BY SLIDING DOOR LATCH INTO KEEPER. TWIST-STYLE DOOR LATCH OPERATION NOT ACCEPTABLE.
8. STANDARD HARDWARE
 - a. MATERIALS: CHROME-PLATED "ZAMAK" FOR LATCHES, HINGES, COAT HOOKS AND BUMPERS, MOUNTING BRACKETS.
 - b. DOORSTOP: PREVENTS INSWING DOORS FROM SWINGING OUT BEYOND STILE, ON OUTSWING DOORS, KEEPER PREVENTS DOOR FROM SWINGING IN BEYOND STILE.
 - c. COMBINATION COAT HOOK AND BUMPER PROVIDED TO REDUCE DAMAGE FROM DOOR.

2.03 TOILET ROOM PARTITIONS:

- A. SOLID PHENOLIC, MOISTURE RESISTANT PARTITIONS: BOBRICK DURALINE SERIES.
1. COLOR: AS INDICATED ON DRAWINGS..

B. TOILET PARTITIONS:

1. CONFIGURATION: FLOOR-ANCHORED, OVERHEAD-BRACED PARTITIONS; SATIN FINISH; EXTRUDED ANODIZED ALUMINUM HEADRAILS WITH SATIN FINISH, 0.065 INCH (1.65 MM) THICK WITH ANTI-GRIP PROFILE.
3. PHENOLIC EDGES: BLACK, BROWN EDGES NOT ACCEPTABLE.
 - a. BASIS-OF-DESIGN: BOBRICK 1080-1180 DURALINE SERIES TOILET PARTITIONS.
 - 1). HARDWARE: STANDARD HARDWARE.
 - b. FIRE RESISTANCE:
 - 1) FLAME SPREAD INDEX (ASTM E 84): 30 FOR PANELS, DOORS AND STILES.
 - 2) SMOKE DEVELOPED INDEX (ASTM E 84): 55 FOR PANELS, 20 FOR DOORS AND STILES.
 - 3) NFPA/IBC INTERIOR WALL AND CEILING FINISH: CLASS B.
 - 4) UNIFORM BUILDING CODE: CLASS II.

C. FINISHED THICKNESS:

1. STILES AND DOORS: 3/4 INCH (19 MM), FINISHED THICKNESS TO ENSURE FLUSH FRONTS.
2. PANELS AND SCREENS: 1/2 INCH (13 MM).

D. MATERIALS:

1. SOLID PHENOLIC MATERIAL FOR STILES, PANELS, DOORS AND SCREENS.
2. PHENOLIC CONSTRUCTION: SOLIDLY FUSED HIGH PRESSURE LAMINATE WITH MATTE-FINISH MELAMINE SURFACES; INTEGRALLY BONDED COLORED FACE SHEETS AND BLACK PHENOLIC-RESIN CORE.
3. PHENOLIC EDGES: BLACK, BROWN EDGES NOT ACCEPTABLE.
- E. WALL POSTS, PRE-DRILLED FOR DOOR HARDWARE, 18-8, TYPE 304, 16 GAUGE (1.6 MM) STAINLESS STEEL WITH SATIN FINISH; 1 INCH (25 MM) X 1-1/2 INCHES (38 MM) X 58 INCHES HIGH (1473 MM).
- F. STILES: FLOOR-ANCHORED STILES FURNISHED WITH EXPANSION SHIELDS AND THREADED RODS.
 1. LEVELING DEVICES: 7 GAUGE, 3/8 INCHES (9.5 MM) THICK, CORROSION-RESISTANT, CHROMATE-TREATED, DOUBLE ZINC-PLATED STEEL ANGLE LEVELING BAR BOLTED TO STILE; FURNISHED WITH 3/8 INCH (10 MM) DIAMETER THREADED RODS, HEX NUTS, LOCK WASHERS, FLAT WASHERS, SPACER SLEEVES, EXPANSION ANCHORS, AND SHOE RETAINERS.
 2. STILE SHOES: ONE-PIECE, 22 GAUGE (0.8 MM), 18-8, TYPE 304 STAINLESS STEEL, 4 INCH (102 MM) HEIGHT, TOPS WITH 90 DEGREE RETURN TO STILE. ONE-PIECE SHOE CAPABLE OF ADAPTING TO 3/4 INCH (19 MM) OR 1 INCH (25 MM) STILE THICKNESS AND CAPABLE OF BEING FASTENED (BY CLIP) TO STILES STARTING AT WALL LINE.
- H. ANCHORS: EXPANSION SHIELDS AND THREADED RODS AT FLOOR CONNECTIONS AS APPLICABLE. THREADED RODS SECURED TO SUPPORTS ABOVE CEILING AS APPLICABLE.

I. HARDWARE:

1. COMPLIANCE: OPERABLE WITH ONE HAND, WITHOUT TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST, AND FORCE TO OPERATE DOES NOT EXCEED FIVE POUNDS.
2. EMERGENCY ACCESS: HINGES, LATCH ALLOW DOOR TO BE LIFTED OVER KEEPER FROM OUTSIDE COMPARTMENT.
3. FASTENING: HINGES SECURED TO DOOR AND STILE BY STAINLESS STEEL SCREWS FASTENED INTO FACTORY-INSTALLED, THREADED INSERTS. FASTENERS SECURED DIRECTLY INTO CORE NOT ACCEPTABLE.
4. MOUNTING: HINGES, KEEPERS, LATCHES, CLOTHES HOOKS AND THEIR FASTENERS CONCEALED INSIDE COMPARTMENT. EXPOSED HINGES, KEEPERS, LATCHES, CLOTHES HOOKS AND THEIR FASTENERS ON EXTERIOR OF COMPARTMENT NOT ACCEPTABLE WITH THE EXCEPTION OF ACCESSIBLE COMPARTMENTS.
5. HINGES: BALANCED, WITH FIELD-ADJUSTABLE CAM TO PERMIT DOOR TO BE FULLY CLOSED OR PARTIALLY OPEN WHEN COMPARTMENT IS UNOCCUPIED.
6. MOUNTING BRACKETS: MOUNTED INSIDE COMPARTMENT; EXPOSED BRACKETS ON EXTERIOR OF COMPARTMENT NOT ACCEPTABLE WITH THE EXCEPTION OF OUTSWING DOORS.
7. LATCHING: DOOR IS LOCKED FROM INSIDE BY SLIDING DOOR LATCH INTO KEEPER. TWIST-STYLE DOOR LATCH OPERATION NOT ACCEPTABLE.
8. STANDARD HARDWARE
 - a. MATERIALS: CHROME-PLATED "ZAMAK" FOR LATCHES, HINGES, COAT HOOKS AND BUMPERS, MOUNTING BRACKETS.
 - b. DOORSTOP: PREVENTS INSWING DOORS FROM SWINGING OUT BEYOND STILE, ON OUTSWING DOORS, KEEPER PREVENTS DOOR FROM SWINGING IN BEYOND STILE.
 - c. COMBINATION COAT HOOK AND BUMPER PROVIDED TO REDUCE DAMAGE FROM DOOR.

PART 3 - EXECUTION

3.01 PREPARATION

- A. PREPARE SUBSTRATES INCLUDING BUT NOT LIMITED TO BLOCKING AND SUPPORTS IN WALLS AND CEILINGS AT POINTS OF ATTACHMENT USING METHODS RECOMMENDED BY THE MANUFACTURER FOR ACHIEVING THE BEST RESULT FOR THE SUBSTRATES UNDER THE PROJECT CONDITIONS.
1. INSPECT AREAS SCHEDULED TO RECEIVE COMPARTMENTS FOR CORRECT DIMENSIONS, PLUMBNESS OF WALLS, AND SOUNDNESS OF SURFACES THAT WOULD AFFECT INSTALLATION OF MOUNTING BRACKETS.
2. VERIFY SPACING OF PLUMBING FIXTURES TO ASSURE COMPATILITY WITH INSTALLATION OF COMPARTMENTS.
- B. IF PREPARATION IS THE RESPONSIBILITY OF ANOTHER INSTALLER, NOTIFY ARCHITECT IN WRITING OF DEVIATIONS FROM MANUFACTURER'S RECOMMENDED INSTALLATION TOLERANCES AND CONDITIONS.
- C. DO NOT PROCEED WITH INSTALLATION UNTIL SUBSTRATES HAVE BEEN PROPERLY PREPARED WITH BLOCKING AND SUPPORTS IN WALLS AND CEILINGS AT POINTS OF ATTACHMENT AND DEVIATIONS FROM MANUFACTURER'S RECOMMENDED TOLERANCES ARE CORRECTED. COMMENCEMENT OF INSTALLATION CONSTITUTES ACCEPTANCE OF CONDITIONS.

3.02 INSTALLATION

- A. INSTALL PRODUCTS IN STRICT COMPLIANCE WITH MANUFACTURER'S WRITTEN INSTRUCTIONS AND RECOMMENDATIONS, WITH A HIGH STANDARD OF WORKMANSHIP. AND INCLUDING THE FOLLOWING:
1. VERIFY BLOCKING AND SUPPORTS IN WALLS AND CEILINGS HAVE BEEN INSTALLED PROPERLY AT POINTS OF ATTACHMENT.
 2. VERIFY LOCATION DOES NOT INTERFERE WITH DOOR SWINGS OR USE OF FIXTURES.
 3. USE FASTENERS AND ANCHORS SUITABLE FOR SUBSTRATE AND PROJECT CONDITIONS
 4. INSTALL UNITS RIGID, STRAIGHT, PLUMB, AND LEVEL; TEST FOR PROPER OPERATION.

3.03 ADJUSTING, CLEANING AND PROTECTION

- A. ADJUST HARDWARE FOR PROPER OPERATION AFTER INSTALLATION. SET HINGE CAM ON IN-SWINGING DOORS TO HOLD DOORS OPEN WHEN UNLATCHED. SET HINGE CAM ON OUT-SWINGING DOORS TO HOLD UNLATCHED DOORS IN CLOSED POSITION.
- B. TOUCH-UP, REPAIR OR REPLACE DAMAGED PRODUCTS.
- C. CLEAN EXPOSED SURFACES OF COMPARTMENTS, HARDWARE, AND FITTINGS.

END OF SECTION

DIVISION 12: FURNISHINGS

SECTION 12 21 13 - HORIZONTAL LOUVER BLINDS

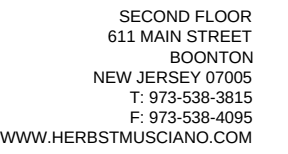
PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. 1" HORIZONTAL LOUVER BLINDS WITH ALUMINUM SLATS.

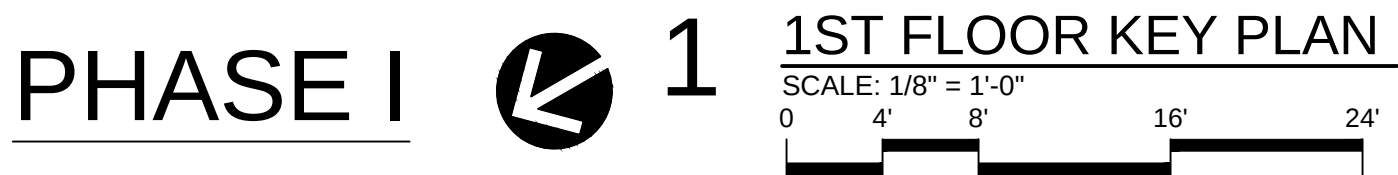
1.02 SUBMITTALS

- A. MANUFACTURER'S COMPLETE CSI 3- PART SPECIFICATION SHEET.
- B. SUBMIT WORKING HAND SAMPLE OR MOCK UP BLIND AS REQUIRED.
- C. SUBMIT TWO 6" SAMPLES OF ALUM



8018078	MI 130104524
NY 021687	MN 48411
CA 29549	MO A 2009006517
CO 401954	WV 5015
TX 7547	NC 9671
CO ARC 60052	OH 9510925
DE S5-0008180	PA RA 403281
FL AR 0014044	RI 2030
GA RA 012998	SC 8651
IL 001020501	TN 15417
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IN 00841	UT 9470051-0301
KS 5073	VT 2529
LA S 6690	VA 0401008254
MD I1309	WA 11037
MA 10131	N.J. COA 21AC00083000

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- ① REMOVE ALL EXISTING THROUGH WINDOW MECHANICAL AIR CONDITIONING UNITS. IN FILL WINDOW & MASONRY OPENING WITH PANEL TO MATCH EXISTING WINDOW.
- ①A REMOVE ALL EXISTING THROUGH WALL MECHANICAL AIR CONDITIONING UNITS. IN FILL CMU INTERIOR OPENING WITH BRICK TO MATCH EXISTING & ALIGN WITH ADJACENT WALLS.
- ② REPLACE EXISTING EXIT/EMERGENCY FIXTURE WITH NEW. SEE SCHEDULE.
- ③ REPLACE EXISTING THROUGH WALL FAN WITH NEW (V.I.F.). SEE SCHEDULE.
- ④ CLEAN, REPAIR, PRIME & PAINT ALL WALLS IN ENTIRE ROOM. COLOR TO MATCH EXISTING OR AS SELECTED BY OWNER/ARCHITECT.
- ⑤ REMOVE EXISTING CARPET & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW CARPET TILES & WALL BASE (V.I.F. WALL BASE HEIGHT).
- ⑥ REPLACE EXISTING CEILING TILES WITH NEW RECESSED TILES. COORDINATE WITH EXISTING GRID SYSTEM. EXISTING GRID SYSTEM TO REMAIN, CLEAN & PAINT.
- ⑦ PROVIDE NEW FLOOR VCT ON TOP OF EXISTING (ASSUMED ASBESTOS, V.I.F.). REMOVE EXISTING WALL BASE. CLEAN & PREPARE WALL TO RECEIVE NEW WALL BASE, VB-1.

- (8) REPLACE EXISTING SURFACE MOUNTED LIGHT FIXTURE WITH NEW LED SURFACE MOUNTED. REUSE EXISTING WIRING & CIRCUIT. SEE SCHEDULE. (L3)
- (9) PROVIDE NEW BALL 1" HORIZONTAL BLINDS WITH ALUMINUM SLATS @ ALL WINDOWS (TYP.). COLOR TO BE SELECTED BY OWNER/ARCHITECT. REMOVE EXISTING (AS EXIST) CLEAN, FIX & PREPARE WINDOW AREAS TO RECEIVE NEW BLINDS. WINDOW SIZE VARIES ± 45,48 X ± 69" V/F.
- (10) REPLACE EXISTING PENDANT LIGHT FIXTURE WITH NEW (TOTAL OF 6) TO MATCH. SEE PHOTO ON DRAWING A-06.
- (11) LICENSED CONTRACTOR TO FIX & CLEAN WALLS WITH MOLD. REPAIR, PRIME & PAINT ALL WALLS.
- (12) REMOVE EXISTING FLOOR FINISH & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW WD-1 FLOORING & 6" VINYL WALL BASE, VB-2. SEE FINISH SCHEDULE.
- (13) REMOVE EXISTING CARPET & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW FLOORING (AQUAGUARD PERFORMANCE (AGP) WOOD-BASE LAM 12MM AMAZON CHERRY HG 100894237) (V.I.F.) TO MATCH ADJACENT OFFICE FLOORING & 6" WOOD WALL BASE TO MATCH EXISTING. SEE FINISH SCHEDULE.
- (13A) REMOVE EXISTING VCT & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW FLOORING (AQUAGUARD PERFORMANCE (AGP) WOOD-BASE LAM, 12MM AMAZON CHERRY HG 100894237) (V.I.F. TO MATCH ADJACENT/NEW OFFICE) FLOORING & 6" VINYL COVE WALL BASE, VB-2. SEE FINISH SCHEDULE.
- (14) REMOVE EXISTING FLOOR FINISH & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW LVT-1 FLOORING & 6" VINYL WALL BASE, VB-2. SEE FINISH SCHEDULE.
- (15) ADD ALT BIDS#2: REMOVE EXISTING FLOOR FINISH & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW WD-1 FLOORING & 6" VINYL WALL BASE, VB-2. SEE FINISH SCHEDULE.
- (16) MAYOR OFFICE: REMOVE EXISTING FLOOR FINISH & WALL BASE. CLEAN EXISTING FLOOR, PREPARE & PROVIDE NEW WD-1 LAM. FLOORING & 4" VINYL WALL BASE, VB-2. SEE FINISH SCHEDULE.

CLIENT / PROJECT:

MUNICIPAL BUILDING IMPROVEMENTS & REPAIRS

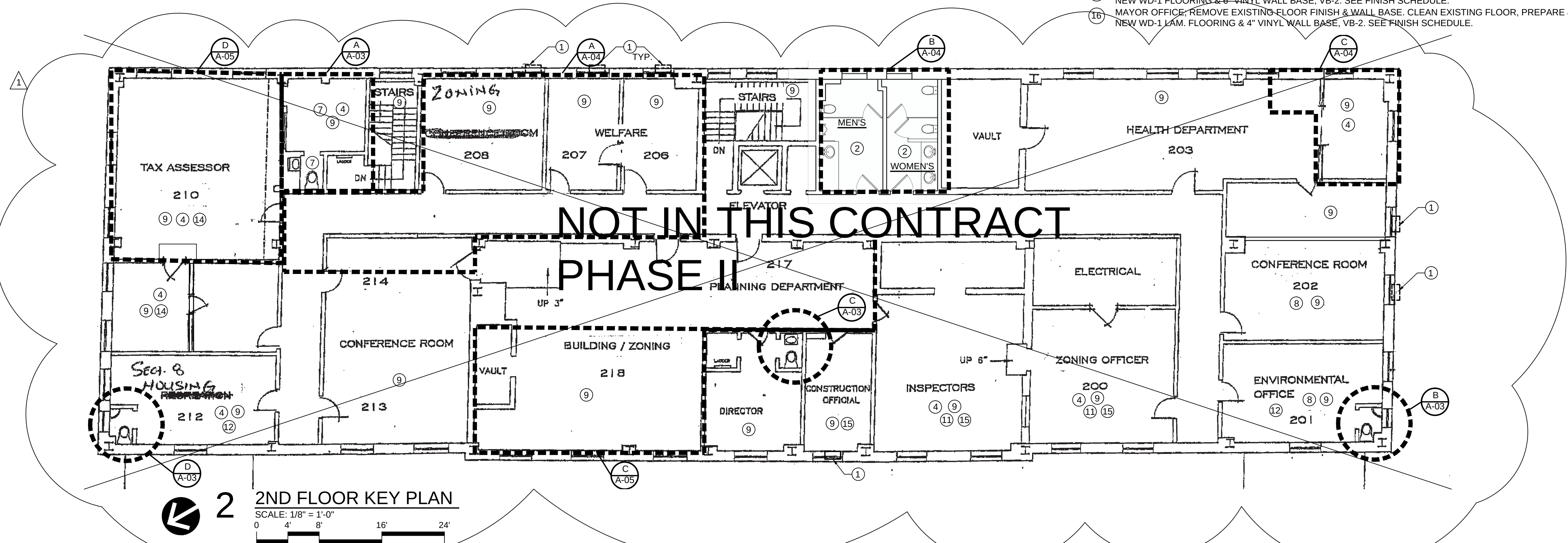
DRAWING TITLE:

FLOORS KEY PLANS,
GENERAL SCOPE OF
WORK AND NOTES

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DRAWING NO. **A-01**

A-01



GM	AS NOTED
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DRAWN BY: LK/DRI DATE: 07.08.2022

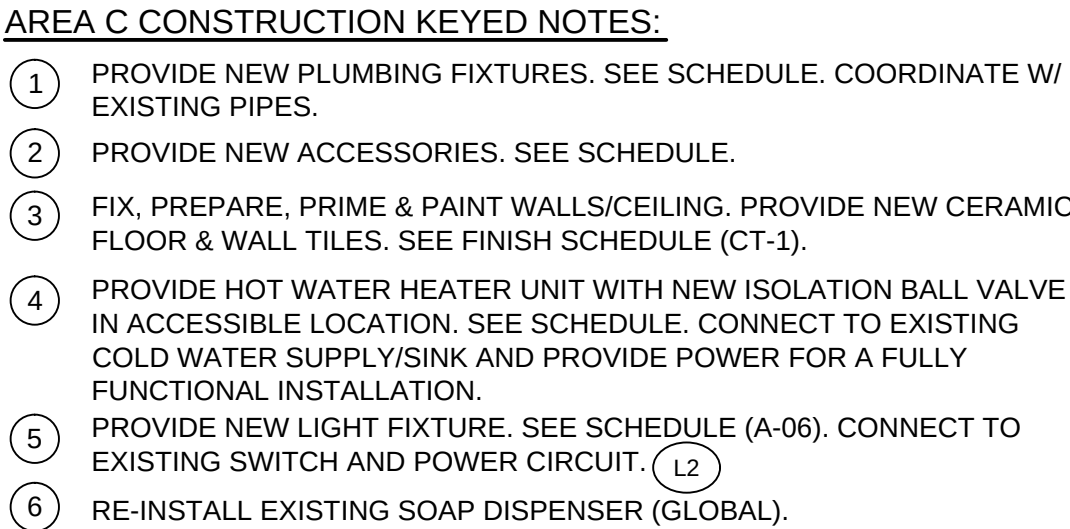
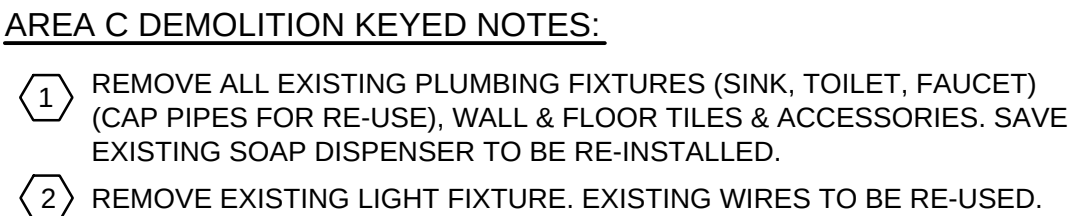
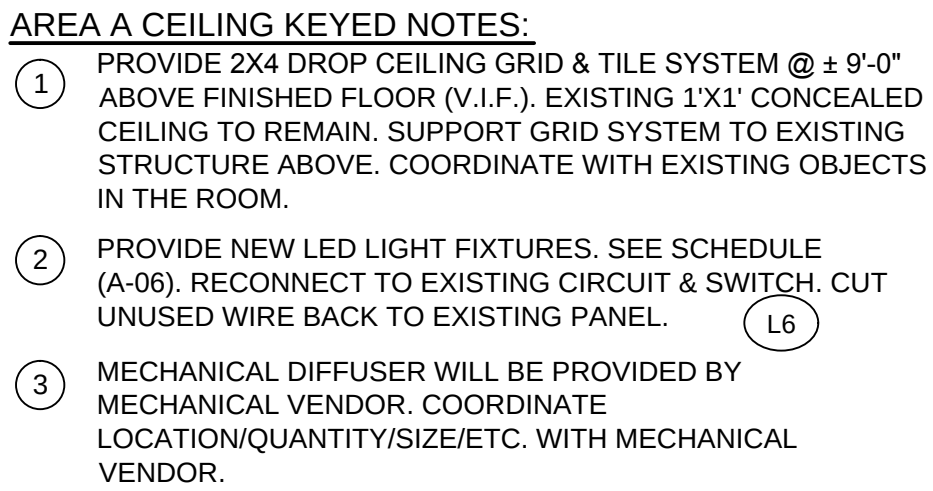
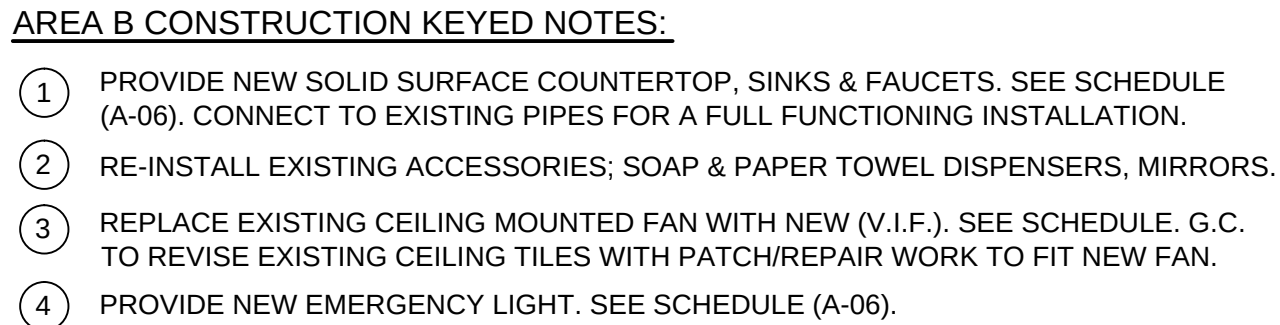
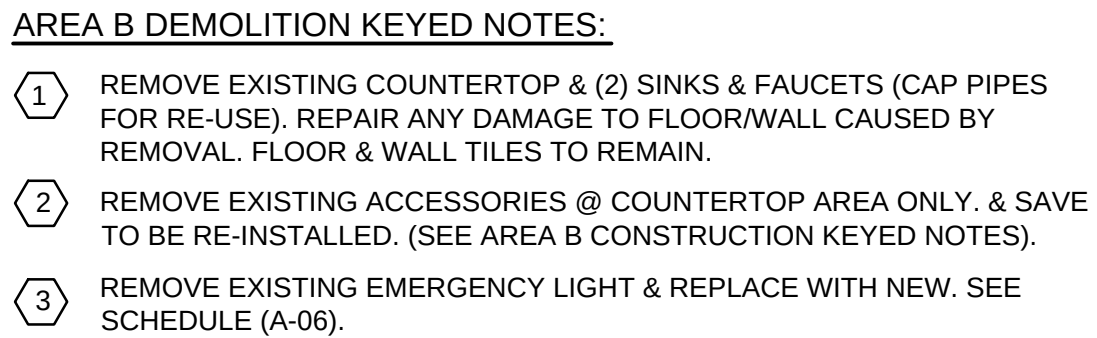
CHECKED BY:	PROJECT NO.:
GM	7835

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DRAWING NO. **A-01**

A-01



NJ 8078	MI 1301045424
NY 021687	MN 48411
CA 29549	MO A 2009005517
CO 401804	NY 5025
CT 7547	NC 9671
DC ARC 6052	OH 9510925
DE S5-0008180	PA RA 403281
FL AR 0014044	RI 2030
GA RA 012998	SC 8651
IL 001020501	TN 106438
IN AR 011300607	TX 15417
IA 06841	UT 9470051-0301
KC 5073	VT 2529
LA 5690	VA 001086254
MD 11039	WA 11037
MA 10131	N.J. CDA 21AC00083000

CONSULTANTS

[illegible]

CLIENT / PROJECT:

PHASE I

MUNICIPAL BUILDING IMPROVEMENTS & REPAIRS

66 MAIN STREET
WEST ORANGE, NJ 07052

DRAWING TITLE:

FIRST FLOOR
ENLARGED FLOOR
PLANS AND NOTES

PROJECT MANAGER:	SCALE:
GM	AS NOTED
DRAWN BY:	DATE:
LK/DRI	07.08.2022
CHECKED BY:	PROJECT NO.:
GM	7835

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AWING NO.

A-02

- 1 REMOVE EXISTING WALLPAPER. CLEAN, PREPARE, PRIME & PAINT WALLS.
- 2 REMOVE EXISTING LIGHT FIXTURE. EXISTING WIRES TO BE RE-USED.
- 3 REMOVE EXISTING FLOOR CARPET & WALL BASE. CLEAN, FIX AND PREP EXISTING FLOOR TO RECEIVE NEW WD-1 & 6" WALL BASE, VB-2.
- 4 CLEAN, PREPARE AND PRIME WALLS TO BE PAINTED.
- 5 PROVIDE NEW 2x4 SUSPENDED CEILING GRID & TILE SYSTEM & RECESSED LIGHT FIXTURES. MIN. 12" CLEAR, BELOW EXISTING CEILING, PLENUM AREA FOR THE MECHANICAL UNIT. COORDINATE WITH TOP OF EXIST. WINDOWS OBJECTS & MECHANICAL WORK/DUCTS.
- 6 PROVIDE NEW 2'x4" DROP CEILING GRID & TILE SYSTEM UNDER EXISTING 1'x1" CONCEALED CEILING TILES @ ± 7'-2" ABOVE FINISHED FLOOR. SUPPORT TO EXISTING STRUCTURE ABOVE. SEE FINISH SCHEDULE. REMOVE EXISTING CEILING MOUNTED EMERGENCY/EXIT LIGHTS, SPEAKERS, OBJECTS & RE-INSTALL @ NEW DROP CEILING HEIGHT.
- 7 REMOVE EXISTING LIGHT FIXTURE. EXISTING WIRES TO BE RE-USED. PROVIDE NEW RECESSED LED LIGHT FIXTURE. SEE SCHEDULE. L4
- 8 PROVIDE (3) 2'x4" ACCESS PANELS. COORDINATE WITH CEILING MANUFACTURE & MECHANICAL WORK & ACCESS LOCATIONS.
- 9 PROVIDE NEW CHASE FROM CEILING DOWN THROUGH FLOOR TO CONFERENCE ROOM ABOVE CEILING. COORDINATE WITH DUCT SIZE & MECHANICAL WORK/DUCTS. B
- 9A PROVIDE HORIZONTAL SOFFIT TO HOUSE MECHANICAL DUCT (± 20" X 20") EX. CEILING DOWN. COORDINATE W/ MECHANICAL WORK/DUCTS.
- 10 PROVIDE SOFFIT TO CLOSE OUT EDGE OF DROP CEILING. 5/8" GYPSUM BOARD ON 2-1/2" METAL STUD, 22 GA.
- 11 PROVIDE (2) 6'x8' BI-FOLD MDF DOORS & HOLLOW METAL FRAME. REVISE EXISTING OPENING AS REQUIRED FOR INSTALLATION OF NEW DOOR & FRAME.
- 12 REMOVE/RE-INSTALL EXISTING EXIT SIGN/SMOKE DETECTOR @ NEW DROP CEILING (V.I.F.).

Architectural floor plan of the second floor of the proposed building. The plan shows a grid of rooms with various features and annotations. Key areas include:

- 208 - ZONING** (top left)
- 207 - WELFARE** (top middle)
- 206 - WELFARE** (top right)
- 217 - PLANNING DEPARTMENT** (bottom right)
- 218 - PLANNING DEPARTMENT** (bottom left)

Rooms are numbered 1 through 12. Annotations include "EQ." (equipment), "TYP." (typical), and "±54'-0\"". A large "E BID" stamp is visible on the left side. The plan also shows a "217- PLANNING DEPART" area at the bottom right and a "218- PLANNING DEPART" area at the bottom left.

#	DEMOLITION NOTES
#	KEYED NOTES
A#	ACCESSORY ITEM# - SEE A-06
P#	PLUMBING FIXTURE ITEM# - SEE A-06
L#	LIGHTING FIXTURE ITEM# - SEE A-06
E#	EMERGENCY FIXTURE ITEM# - SEE A-06
F#	FAN FIXTURE ITEM# - SEE A-06

- 1 - COORDINATE & INSTALL NEW FIXTURE @ EXISTING FIXTURE LOCATION UNLESS NOTED OTHERWISE. PROVIDE NEW TRAPS, WATER/DRAIN PIPES & FITTING. PROVIDE SHUT OFF VALVES AT EACH TOILET AND SINK WATER SUPPLIES.
- 2 - REVISE EXISTING PLUMBING PIPES/ FITTING/ CARRIERS AS REQUIRED PER NEW FIXTURE TYPES/LAYOUT.
- 3 - REPAIR & FINISH ANY DAMAGE TO FLOOR/WALL CAUSED BY REMOVAL OF EXISTING FIXTURES/OBJECTS/WIRE MOLD/ETC.
- 4 - PROVIDE NEW REDUCER/TRANSITION STRIP BETWEEN ALL DIFFERENT FLOOR FINISHES.
- 5 - SEE DRAWING A-06 FOR FIXTURE/PLUMBING/ACCESSORY/FINISH SCHEDULE.
- 6 - ALL MECHANICAL HVAC WORK IS NOT IN CONTRACT. COORDINATE WITH MECHANICAL VENDOR.
- 7 - REPLACE/PROVIDE NEW BEVELED EDGE MARBLE SADDLE AT ALL PRIVATE TOILETS DOORS. 3/4" MIN. THICKNESS & 3/4" MIN. TH. AT BEVELED EDGE. 1/2" MAX. THICKNESS ABOVE ADJOINING FINISHED FLOOR SURFACES PER ADA REQUIREMENTS. MATCH WIDTH OF WALL. PROVIDE SAMPLES FOR OWNER SELECTION.

SCALE: 1/4" = 1'-0"

0 2' 4' 8' 12'

- 1 REMOVE ALL EXISTING PLUMBING FIXTURES, ACCESSORIES, COUNTERTOPS, & SUPPORTS (CAP PIPES FOR RE-USE). SAVE EXISTING SOAP & PAPER TOWEL DISPENSER & MIRROR TO BE RE-USED.
- 2 REMOVE EXISTING CEILING FAN AND REPLACE WITH NEW. SEE SCHEDULE.
- 3 REMOVE EXISTING PARTITIONS. FIX AND PREPARE FLOOR/WALL TO MATCH EXISTING.
- 4 REMOVE EXISTING FAUCET AND REPLACE WITH NEW. SEE SCHEDULE.
- 5 REMOVE EXISTING EMERGENCY LIGHTS AND REPLACE WITH NEW. SEE SCHEDULE.

SCALE: $1/4" = 1'-0"$

A horizontal graphic scale bar with tick marks at 0, 2', 4', 8', and 12'. The segments between 0 and 2', 2' and 4', 4' and 8', and 8' and 12' are filled with black.

SCALE: $\frac{1}{4}" = 1'-0"$

- ① REMOVE EXISTING POCKET DOORS & PARTITION. FIX WALL/FLOOR TO MATCH EXISTING FINISH.
- ② PROVIDE FULL HT. (FLOOR TO CEILING) NEW PARTITION. 5/8" GYPSUM BOARD ON BOTH SIDES OF 2-5/8" STUDS, 20 GA, 16" O.C. FASTEN TO FLOOR/CEILING/STRUCTURE ABOVE, FILL WITH INSULATION. PRIME & FINISH TO MATCH EXISTING WALLS. PROVIDE WALL BASE TO MATCH EXISTING @ ALL SIDES. COORDINATE LOCATION WITH EXISTING CONDITIONS/OBJECTS. REVISE/RELOCATE EXISTING SWITCH, RECEPTACLES, & WIRE MOLDS, ETC. AS NEEDED.
- ③ PROVIDE NEW 3'X7' WOOD DOOR, HOLLOW METAL FRAME TO MATCH EXISTING (V.I.F.) & OFFICE FUNCTION HARDWARE (MATCH BUILDING STANDARDS).
- ④ REVISE/COORDINATE NEW PARTITION WITH EXISTING. WIRE MOLDS TO REMAIN. REVISE WIRE MOLDS AS NEEDED.
- ⑤ REMOVE EXISTING FLOOR FINISH & WALL BASE @ NEW OFFICE AREA, FIX, PREP. AND PROVIDE WD-1 & 6" WALL BASE, VB-2, AT ENTIRE NEW OFFICE AREA.
- ⑥ PROVIDE WALL BASE, TO MATCH EXISTING MATERIAL/TYPER/SIZE (VIF), AT EXISTING OFFICE SIDE OF THE NEW PARTITION.

SCALE: 1/4" = 1'-0"

A horizontal scale bar with tick marks at 0, 2', 4', 8', and 12'. The bar is divided into four equal segments, each representing 4 feet.

- ① REMOVE EXISTING LIGHT FIXTURE. EXISTING WIRES TO BE RE-USED.
CUT EXISTING UNUSED WIRES BACK TO ELECTRIC PANEL.
- ② PROVIDE NEW LED LIGHT FIXTURE. CONNECT TO EXISTING
WIRES/CIRCUITS/RELOCATED SWITCH. SEE SCHEDULE (A-06). (L5)
- ③ PATCH CEILING @ REMOVED PARTITION TO MATCH EXISTING.

SCALE: 1/4" = 1'-0"

0 2' 4' 8' 12'

A horizontal scale bar with vertical tick marks at 0, 2', 4', 8', and 12'. The bar is divided into four equal segments, each representing 4 feet. The segments are filled with a solid black color. The text '0', '2'', '4'', '8'', and '12'' is placed above the corresponding tick marks.

- ① PROVIDE NEW PLUMBING FIXTURES. SEE SCHEDULE. COORDINATE WITH EXISTING PIPES.
- ①A PROVIDE NEW FAUCET. SEE SCHEDULE. COORDINATE WITH EXISTING WATER/PIPES/SINK/SIZE/OPENING/ETC.
- ② PROVIDE CEILING FAN UNIT. CONNECT TO EXISTING SWITCH AND POWER CIRCUIT. G.C. TO REVISE EXISTING CEILING TILES WITH PATCH/REPAIR WORK TO FIT NEW FAN.
- ③ PROVIDE TOILET PARTITION. FLOOR MOUNTED & OVERHEAD BRACING EXTRA PRIVACY. SEE SCHEDULE.
- ④ RE-INSTALL EXISTING ACCESSORIES: SOAP & PAPER TOWEL DISPENSERS, MIRRORS, ETC. UNLESS NOTED OTHERWISE.
- ⑤ PROVIDE NEW SOLID SURFACE COUNTERTOP & BACKSPLASH. SEE SECTION 2/A-06. SEE FINISH SCHEDULE.
- ⑥ FIX, CLEAN, PRIME AND PAINT ALL WALLS ABOVE TILES. TYP.



NJ 8078	MI 1301045424
NY 021687	MN 49411
CA 29549	MO A 2009005517
CO 401804	NV 5015
CT 7547	NC 9671
DC ARC 6052	OH 9510925
DE S5-0008180	PA RA 403281
FL AR 0014044	RI 2030
GA RA 012998	SC 8651
IL 001.020501	TN 105438
IN AR 11300067	TX 15417
IA 06841	UT 8470051-0301
KS 5073	VT 2529
LA 5690	VA 0401008254
MD 110389	WA 11307
MA 101331	WJ. COA 21AC00083000
NJ AR 00039 39 100435100	

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NO.		DATE		REVISIONS ▼
1		10.10.22		WORK DELETED
1		10.31.22		ISSUED FOR BIDS/PERMIT
NO.		DATE		SUBMISSIONS ▲

MUNICIPAL BUILDING IMPROVEMENTS & REPAIRS

66 MAIN STREET
WEST ORANGE, NJ 07052

DRAWING TITLE

SECOND FLOOR ENLARGED FLOOR PLANS AND NOTES

PROJECT MANAGER:	SCHEDULE:
GM	AS NOTED
DRAWN BY:	DATE:
LK/DRI	07.08.2022
CHECKED BY:	PROJECT NO.:
GM	7835

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A-04

4/2020

- 1 - COORDINATE & INSTALL NEW FIXTURE @ EXISTING FIXTURE LOCATION UNLESS NOTED OTHERWISE. PROVIDE NEW TRAPS, WATER/DRAIN PIPES & FITTING. PROVIDE SHUT OFF VALVES AT EACH TOILET AND SINK WATER SUPPLIES.
- 2 - REVISE EXISTING PLUMBING PIPES/ FITTING/ CARRIERS AS REQUIRED PER NEW FIXTURE TYPES/LAYOUT.
- 3 - REPAIR & FINISH ANY DAMAGE TO FLOOR/WALL CAUSED BY REMOVAL OF EXISTING FIXTURES/OBJECTS/WIRE MOLD/ETC.
- 4 - PROVIDE NEW REDUCER/TRANSITION STRIP BETWEEN ALL DIFFERENT FLOOR FINISHES.
- 5 - SEE DRAWING A-06 FOR FIXTURE/PLUMBING/ACCESSORY/FINISH SCHEDULE.
- 6 - ALL MECHANICAL HVAC WORK IS NOT IN CONTRACT. COORDINATE WITH MECHANICAL VENDOR.
- 7 - REPLACE/PROVIDE NEW BEVELED EDGE MARBLE SADDLE AT ALL PRIVATE TOILETS DOORS. 3/4" MIN. THICKNESS & 3/4" MIN. TH. AT BEVELED EDGE. 1/2" MAX. THICKNESS ABOVE ADJOINING FINISHED FLOOR SURFACES PER ADA REQUIREMENTS. MATCH WIDTH OF WALL. PROVIDE SAMPLES FOR OWNER SELECTION.

- 1 REMOVE EXISTING PARTIAL PARTITION (84"HT) IN THERE ENTIRETY. FIX AND FINISH WALL/FLOOR AS NEEDED.
- 2 CLEAN, REPAIR & PAINT EXISTING CEILING.
- 3 PROVIDE NEW 4'X4' @ 36" AFF. WINDOW & HOLLOW METAL FRAME. PAINT. SEE SECTION, A-06.
- 4 PROVIDE FULL HT. (FLOOR TO CEILING) NEW PARTITION, 5/8" GYPSUM BOARD ON BOTH SIDES OF 2-5/8" STUDS, 20 GA, 16" O.C, FASTEN TO FLOOR/CEILING/STRUCTURE ABOVE, FILL WITH INSULATION. PRIME & FINISH TO MATCH EXISTING WALLS. COORDINATE LOCATION WITH EXISTING CONDITIONS/OBJECTS. PROVIDE WALL WOOD BASE TO MATCH EXISTING. REVISE/RELOCATE EXISTING SWITCH, RECEPTACLES, & WIRE MOLDS, ETC. AS NEEDED.
- 5 PROVIDE NEW 3'X7" WOOD DOOR, HOLLOW METAL FRAME, & OFFICE FUNCTION HARDWARE (MATCH BUILDING STANDARDS) TO MATCH EXISTING (V.I.F.).

1. FIX & PAINT EXISTING CEILING GRIDS. SEE FINISH SCHEDULE.
2. REMOVE EXISTING CEILING TILES (COORDINATE WITH OWNER FOR STORAGE). PROVIDE NEW 2'X4' CEILING TILES (COORDINATE WITH EXISTING GRIDS FOR A COMPLETE INSTALLATION).
3. REMOVE ALL EXISTING LIGHT FIXTURES (TOTAL OF 5). EXISTING WIRES AND CIRCUITS TO BE RE-USED. COORDINATE WITH OWNER STORAGE.
4. PROVIDE (3) NEW LED LIGHT FIXTURES. RECONNECT TO EXISTING CIRCUIT & SWITCH. REMOVE UNUSED WIRE BACK TO EXISTING PANEL. SEE SCHEDULE.
5. REMOVE EXISTING FLOOR TILE & WALL BASE. FIX, PREPARE, & PROVIDE NEW WD-1 FLOOR TILE & 6" WALL BASE, VB-2. SEE FINISH SCHEDULE.
6. REMOVE ALL EXISTING WALL PAPER. CLEAN, FIX, PRIME AND PREPARE ALL WALLS TO RECEIVE NEW PAINT.

KEYED NOTES

L# LIGHTING FIXTURE ITEM# - SEE A-06

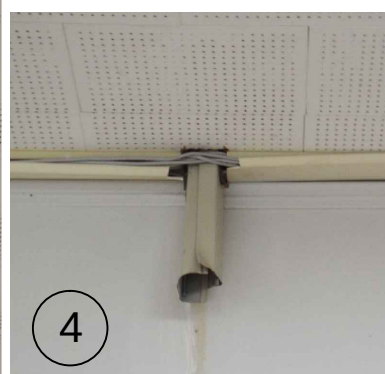
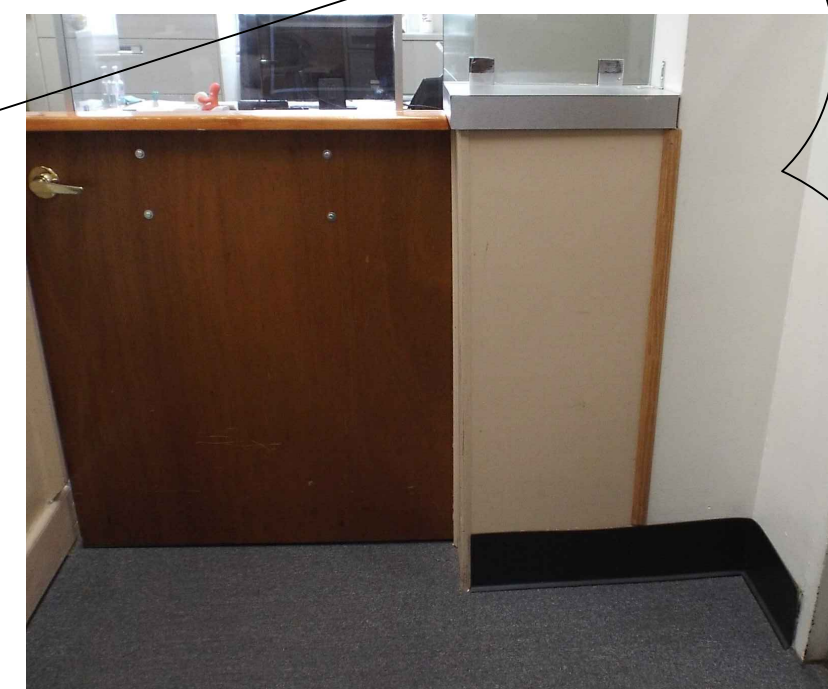


- 1 REMOVE ALL EXISTING 12" X 12" CONCEALED TILES. CLEAN & SCRAPE LATH LAYER TO PREPARE FOR NEW GYPSUM BD CEILING.
- 2 LAITH ½" GYPSUM BOARD. SECURE BOARD TO LATH CEILING WITH GLUE & SCREWS. FINISH AND PAINT.
- 3 REMOVE EXISTING LIGHT FIXTURES. EXISTING WIRES/CIRCUIT SWITCH TO BE RE-USED. CUT EXISTING UNUSED WIRES BACK TO ELECTRIC PANEL. PROVIDE NEW LED LIGHT FIXTURE @ EXISTING LIGHT FIXTURE LOCATIONS. SEE SCHEDULE. (L5)
- 4 REMOVE ALL ACCESSORIES IN THE WAY OF THE REMOVAL/ INSTALLATION OF THE CEILING. COORDINATE RE-INSTALLATION WITH NEW CEILING.
- 5 CLEAN, PREP, PRIME & PAINT ALL WALLS/WOOD PANELING, CEILING & SOFFIT.
- 6 REMOVE EXISTING FLOOR CARPET & BASE. CLEAN, PREP SLAB & PROVIDE NEW LVL1-1 & WALL BASE VB-2.

- (1A) REMOVE ALL EXISTING 12" X 12" CONCEALED TILES. CLEAN & SCRAPE LATH LAYER TO PREPARE FOR NEW GYPSUM.
- (2A) PROVIDE ½" GYPSUM BOARD. SECURE BOARD TO CEILING WITH GLUE & SCREWS. FINISH AND PAINT.
- (3A) REMOVE EXISTING LIGHT FIXTURES. EXISTING WIRES/CIRCUIT/SWITCH TO BE RE-USED. CUT EXISTING UNUSED WIRES BACK TO ELECTRIC PANEL. PROVIDE NEW LED LIGHT FIXTURE @ EXISTING LIGHT FIXTURE LOCATIONS. SEE SCHEDULE. (LS)
- (4A) REMOVE ALL ACCESSORIES IN THE WAY OF THE REMOVAL/ INSTALLATION OF THE CEILING. COORDINATE RE-INSTALLATION WITH NEW CEILING.

SCALE: 1/4" = 1'-0"

- 1 REPLACE EXISTING P'LAM. COUNTER WITH NEW P'LAM 1-1/2" COUNTER TOP. COORDINATE WITH EXISTING PARTIAL END WALL & FILE CABINET. PROVIDE REQUIRED SUPPORT. REMOVE EXISTING GLASS PARTITIONS, SAVE & RE-INSTALL AFTER INSTALLATION OF NEW COUNTERTOP IS COMPLETE. PAINT ALL PARTIAL WALLS TO MATCH ENTIRE ROOM PAINT. P'LAM COLOR TO BE SELECTED BY OWNER/ARCHITECT.
- 2 CLEAN AND PREPARE EXISTING CEILING TILES/SOFFIT TO BE PAINTED.



SCALE: $1/4" = 1'-0"$

0 2' 4' 8' 12'

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NJ 8078	MI 1301045424
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DE S5-0008180	PA RA 403281
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IL 001.020501	TN 106438
IN AR 11300067	TX 15471
IA 06841	UT 8470051-0301
KS 5073	VT 2529
LA 5690	VA 0041008254
MD 11039	WA 11037
MA 10131	N.J. COA 21AC00

CONSULTANTS

[illegible]

CLIENT / PROJECT:

PHASE I

MUNICIPAL BUILDING
IMPROVEMENTS &
REPAIRS

66 MAIN STREET
WEST ORANGE, NJ 07052

DRAWING TITLE

ENLARGED FLOOR
PLANS AND NOTES

PROJECT MANAGER:	SCALE:
GM	AS NOTED
DRAWN BY:	DATE:
LK/DRI	07.08.2022
CHECKED BY:	PROJECT NO.:
GM	7835

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A-05



1 MAYOR OFFICE - DEMOLITION

SCALE: 1/4" = 1'-0"



MAYOR OFFICE DEMOLITION KEYED NOTES

- 1 REMOVE ALL EXISTING SHELVING. FIX WALL/FLOOR TO RECEIVE NEW CABINETRY & FINISHES. ALL WALL WOOD PANELING TO REMAIN & BE PROTECTED DURING DEMOLITION.
- 2 REMOVE EXISTING CARPET & WALL BASE CARPET (EXISTING WOOD BASE TO REMAIN). FIX AND PREPARE FLOOR TO RECEIVE NEW FLOORING.
- 3 REMOVE EXISTING CURTAIN. FIX AND PREPARE WOOD PANELING AS NEEDED.
- 4 REMOVE EXISTING 2x2 CEILING TILES (GRID TO REMAIN & BE PROTECTED), 4x4 LIGHT FIXTURE & FLORESCENT COVE LIGHTING IN THEIR ENTIRELY. EXISTING WIRES TO BE RE-USED.



2 MAYOR OFFICE - CONSTRUCTION

SCALE: 1/4" = 1'-0"



CONSTRUCTION KEYED NOTES:

- ① CLEAN, FIX, PRIME AND PAINT EXISTING WOOD PANELING, WINDOW FRAME/SILL & SOFFIT. SEE FINISH SCHEDULE.
- ② PROVIDE MILLWORK. SEE ELEVATIONS. EXISTING RADIATOR TO REMAIN, CLEAN & PROTECT DURING CONSTRUCTION WORK.
- ③ PROVIDE CLOSET ORGANIZER UNITS. SEE ELEVATIONS.
- ④ CLEAN & PREPARE FLOOR SLAB & PROVIDE NEW WOOD-BASE LAMINATE FLOORING WD-1 & 4" BASE VB-2. SEE FINISH SCHEDULE.
- ⑤ TAKE DOOR PANEL OFF, RESTORE AND PATCH DOOR, STRIP OUT ALL FINISH, STAIN & PROVIDE (2) COAT SEMI-GLOSS PAINT. COLOR TO MATCH WALLS OR AS SELECTED BY OWNER. REPLACE HARDWARE AS PER OWNER REQUIREMENTS.
- ⑥ PROVIDE OVERFLOOR RACEWAY. LEGRAND, OFR SERIES, LOW PROFILE, ADA COMPLIANT. PROVIDE FROM THE WALL, VERTICALLY DOWN TO FLOOR, ABOVE FLOOR TO BACK CABINETS, AND TO DESK AREA. VIF LENGTH/RUN OF RACEWAY & COORDINATE WITH FURNITURE.
- ⑦ REPLACE ALL OUTLET/SWITCH COVER PLATES WITH LEVITON DECORA OFF WHITE OR AS SELECTED BY OWNER/ARCHITECT.



2 MAYOR OFFICE - CEILING

SCALE: 1/4" = 1'-0"

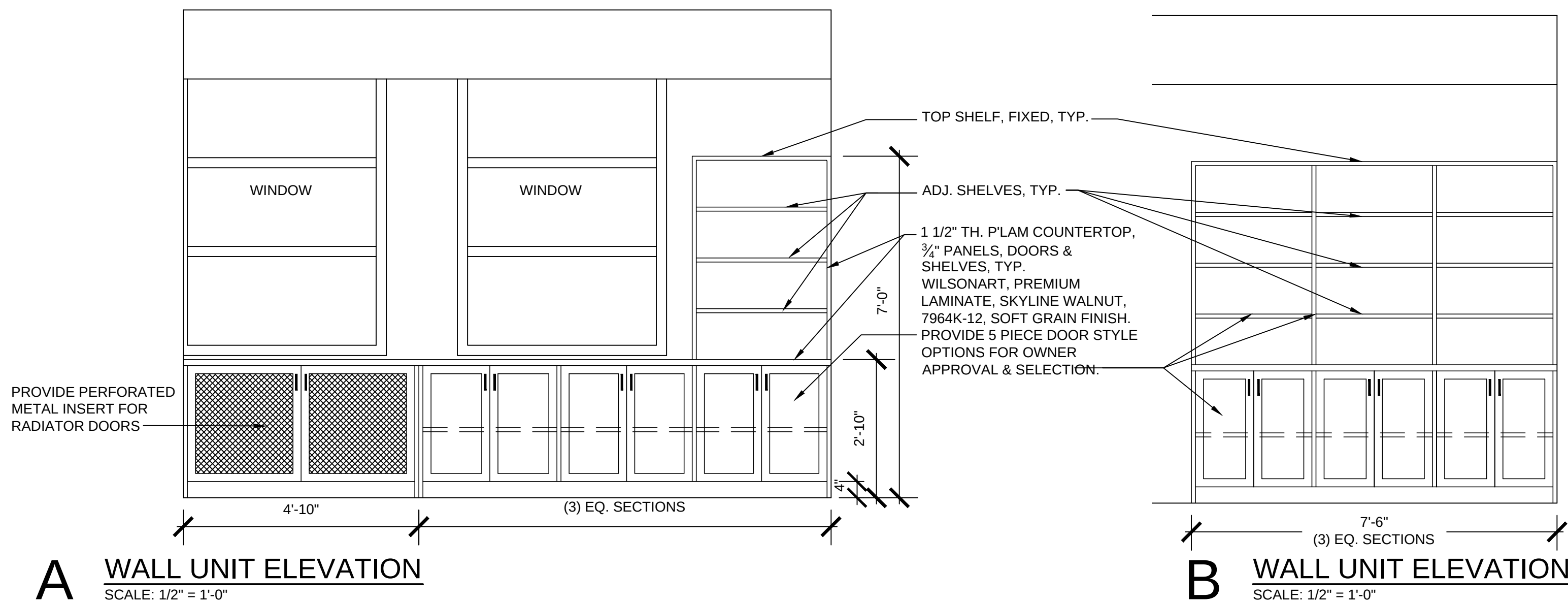
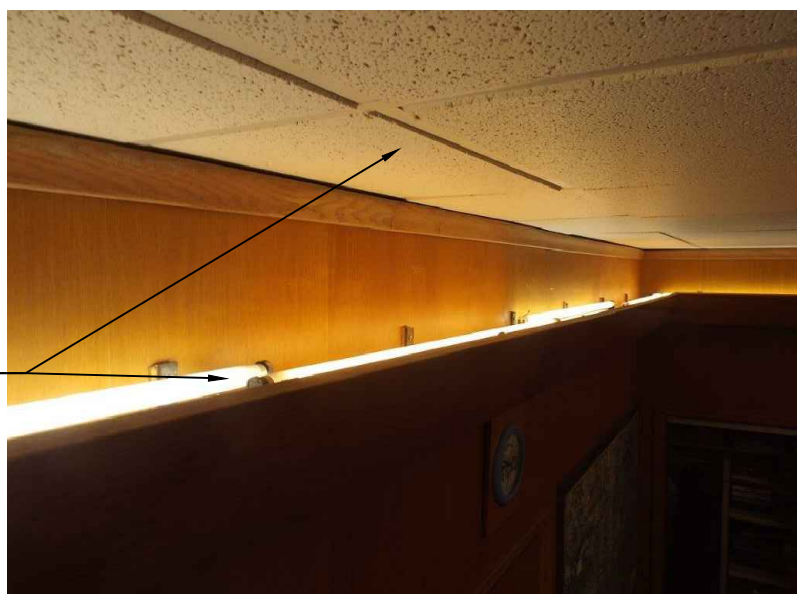


CEILING KEYED NOTES:

- ① CLEAN, FIX & PAINT GRID SYSTEM & PROVIDE NEW CEILING TILES. ARMSTRONG, DUNE, 2X2, ANGLED TEGULAR, 1774, IN $\frac{15}{16}$ " EXISTING GRID SYSTEM (VIF).
- ② PROVIDE LED COVE LIGHT. INSTALL AT EXISTING COVE SOFFIT. PROVIDE NEW DIMMING SWITCH & CONNECT TO EXISTING WIRES. SEE LIGHTS KEYED NOTES.
- ③ PROVIDE 4" LED RECESSED LIGHT FIXTURES. PROVIDE NEW DIMMING SWITCH & CONNECT TO EXISTING WIRES. LITHONIA LIGHTING, WFAE 3000K, 120V, WHITE.

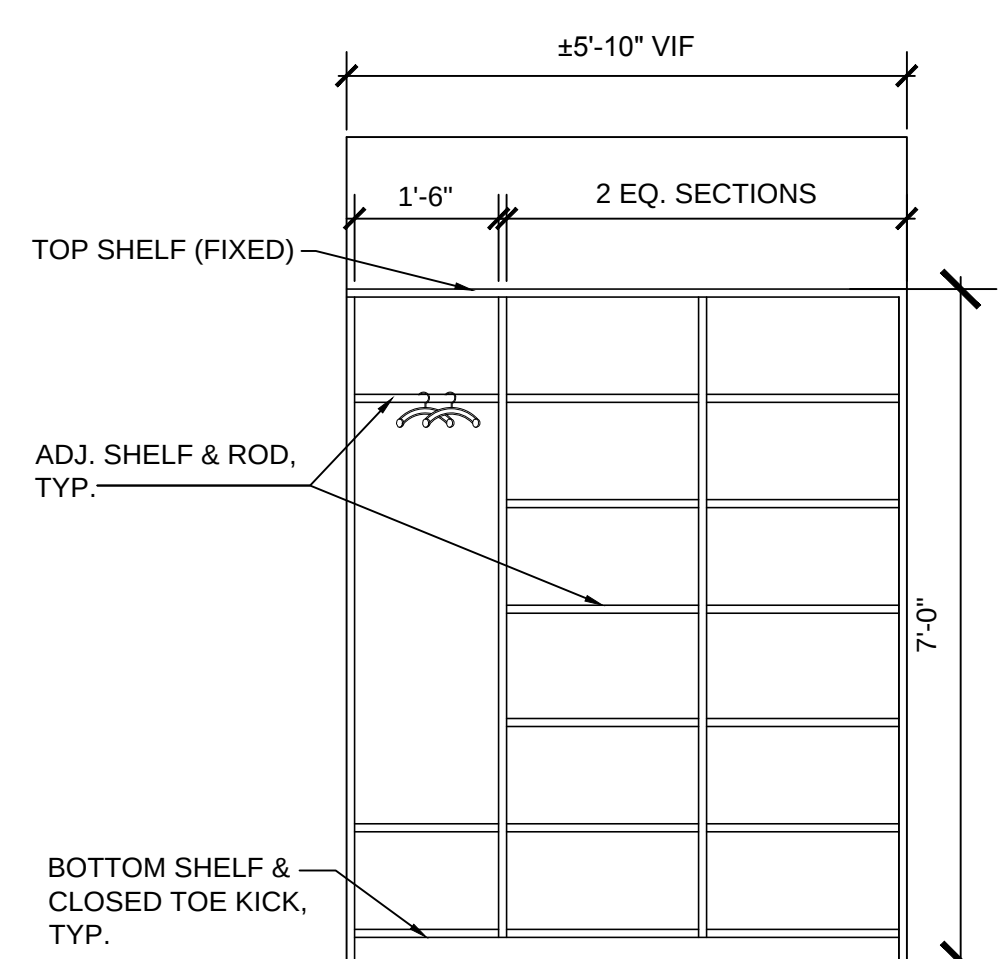
CEILING LIGHTS KEYED NOTES:

- (E1) PROVIDE JUNCTION BOX FOR COVE LIGHTING POWER AND DIMMER CONNECTIONS.
- (E2) (2) LITHONIA CLX-L96-8000LM-HEF-FDL-MVOLT-GZ10-LUGR-35K-80CRI-WH, LED LINEAR STRIP LIGHTS IN SOFFIT COVE.
- (E3) (1) LITHONIA CLX-L96-8000LM-HEF-FDL-MVOLT-GZ10-LUGR-35K-80CRI-WH, AND (1) CLX-L48-4000LM-HEF-FDL-MVOLT-GZ10-LUGR-35K-80CRI-WH, LED LINEAR STRIP LIGHTS IN SOFFIT COVE.
- (E4) (1) LITHONIA CLX-L24-2500LM-HEF-FDL-MVOLT-GZ10-LUGR-35K-80CRI-WH, LED LINEAR STRIP LIGHT IN SOFFIT COVE.
- (E5) NEW 0-10V DIMMING SWITCH, LEGRAND#H4FBL3PTC, OR EQUIVALENT, FOR SOFFIT COVE LIGHTING.
- (E6) NEW 0-10V DIMMING SWITCH, LEGRAND#H4FBL3PTC, OR EQUIVALENT, FOR RECESSED LIGHTING.



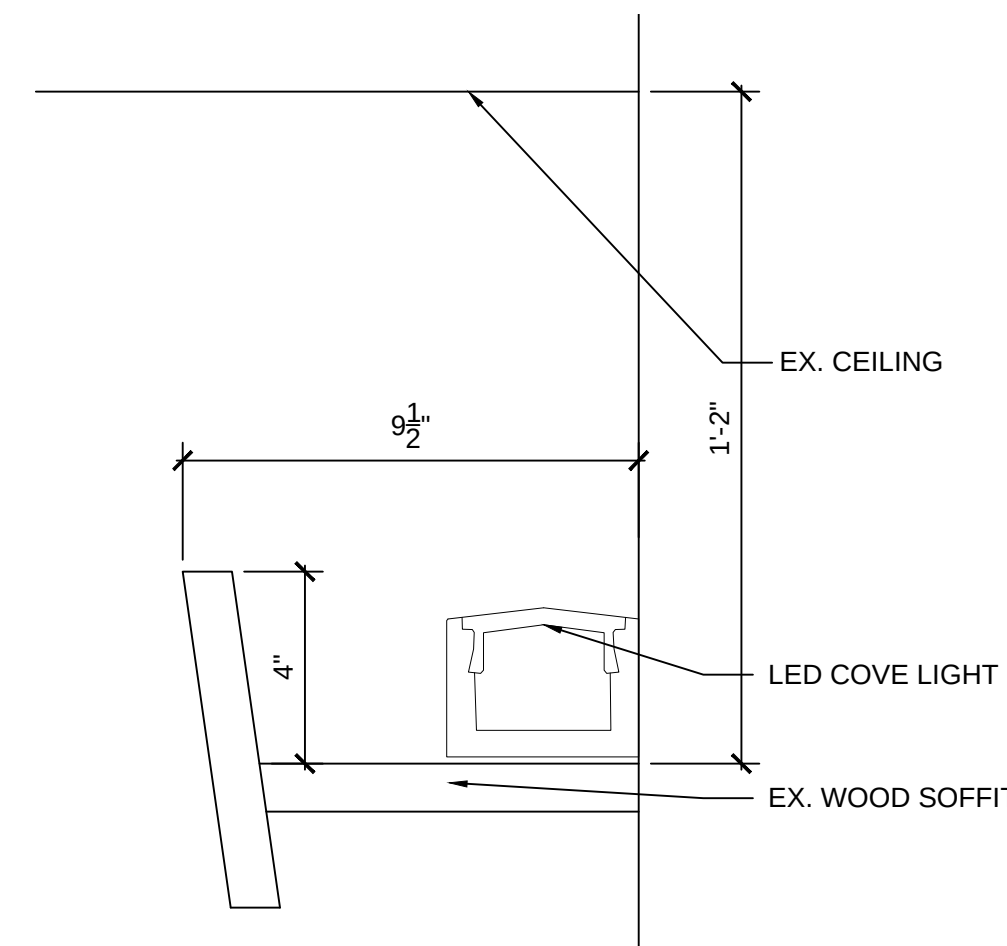
Δ WALL UNIT ELEVATION

SCALE: 1/2" = 1'-0"



CLOSET ELEVATION

SCALE: 1/2" = 1'-0"

DD SOFFIT SECTION - VIF

SCALE: 3" = 1'-0"



HERBST MUSCIANO LLC

SECOND FLOOR
611 MAIN STREET
BOONTON
NEW JERSEY 07008
T: 973-538-3811
F: 973-538-4091
WWW.HERBSTMUSCIANO.COM

GARY MUSCIANO, RA, PP

NJ 8078	MI 1301045424
NY 021687	MN 48411
CA 29549	MO A 2009000551
CO 401804	NY 5015
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LA 5690	VA 0100108254
MD 11039	WA 11037
MA 10131	WJ CGA 21AC04
NJ PLANNER 33U0435100	

CONSULTANTS

[illegible]

CLIENT / PROJECT:

PHASE I

MUNICIPAL BUILDING IMPROVEMENTS & REPAIRS

66 MAIN STREET
WEST ORANGE, NJ 07052

DRAWING TITLE

MAYOR OFFICE
PLANS, DETAILS AND
NOTES

PROJECT MANAGER:	SCALE:
GM	AS NOTED
DRAWN BY:	DATE:
LK/DRI	07.08.2022
CHECKED BY:	PROJECT NO.:
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A-07

7
4/2020

I. APPENDIX

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded

to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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 with- out regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gen- der identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, 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 targeted employment goal prescribed by N.J.A.C. 17:27-7.2; 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 targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. 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-

EXHIBIT B (Cont.)

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 afford equal employment opportunities minority and women workers directly, consistent with this chapter. 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 affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, 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 that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met 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:

(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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i)) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) 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 in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. 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.

The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

EXHIBIT B (Cont)

) 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 targeted 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) electronically provided to the public agency by the Division, through its website, 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

J. PREVAILING WAGE

Exhibit “B”



ADDENDUM No. 1

Date: November 15, 2022

Project: Township of West Orange – Municipal Building
Interior Improvements & Repairs – Phase I
66 Main Street
West Orange, NJ 07052

From: Herbst Musciano Architecture, LLC

This Addendum is being issued to amend and supplement the bidding contract documents that were advertised for bids for the above referenced Project. The content of this addendum shall become part of the bid and Contract documents.

Item ADD-1.1: CLARIFICATION ITEM:

1. Time for Completion is 120 calendar days, as per the Notice to Bidders.

Contractor to acknowledge receipt of the addendum by completing this sheet and e-mailing it to:
layla.katrajian@herbstmusciano.com
tbenevento@westorange.org

Acknowledged by:

(Signature)

(Bidder's Name)

(Date)

END OF ADDENDUM No.1

Exhibit “C”

G. PROPOSAL AND SUPPLEMENTAL FORMS AND REQUIREMENTS

**BID
PROPOSAL
BY**

VMF CONSTRUCTION

(Bidder's Name)

10-09 UTICA TERRACE , FAIR LAWN NJ tel:973-563-3103

(Address and Phone Number)

**TO THE
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

FOR

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS – PHASE I**

The Work under this Contract includes interior & exterior improvements; removal and replacement of existing windows, repair and all related improvements at Municipal Building to comply with the Work described in these Specifications.

The UNDERSIGNED, as Bidder, declares that the only persons or parties interested in this Proposal as principals are named herein; that this Proposal is in all respects fair and without collusion or fraud; that no officer or employee of the Township is directly or indirectly interested in this Bid or the Work of this Contract or in any portions of the profits thereof; that he has carefully examined the annexed Instructions to Bidders, Notice to Bidders (Invitation to Bid), General Instructions and Conditions, Special Provisions and supplementary Specifications; that he or his representative has made a personal inspection of the site of the proposed Work; and that he proposes and agrees that if this Proposal is accepted, he will contract with the above- named Township, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction, and to furnish all the materials, equipment and labor specified in the contract in the manner and time therein specified, and according to the requirements of the Township as therein set forth, and that he will take in full payment therefore the following prices to with for the Municipal Building Interior Improvements & Repairs:

NOTE: Complete and submit the loose, unbound copy of this Proposal Form only.

for the total Base Bid Lump Sum of

Two Hundred Seventy Five Thousand Dollars and zero cents (\$ 275,000.00)
(Insert price in both "words" & "figures" for base bid lump bid price)

Attached hereto are the necessary Completed Bidding Requirement FORMS as stated in the Project Manual.

The Undersigned agrees to execute and deliver to the Owner simultaneously with the delivery of the executed contract, a performance bond and a payment bond (labor and material) in the amount of the Contract Sum, certificate of insurance, indemnification statement, and signed Business Code of Ethics as described in the "Instructions to Bidders".

The Undersigned agrees to comply and execute the requirements of the Public Works Contractor Registration Act as described in the "Instructions to Bidders".

The Undersigned agrees to perform the Work in accordance with AIA Documents A201 General Conditions of the Contract for Construction 1997 Edition, unless otherwise stated and directed in "Instruction to Bidders" documents, The Contract between the Owner and the Contractor, and/or Project Manual and Division-1 General specification sections.

The Undersigned agrees that time of completion of the work to be done hereunder is an Essential Condition of the contract. By submitting his Proposal for the work, the Undersigned warrants that he shall substantially complete all the work called for in his contract within **a period of 90 consecutive calendar days** from the date of "Notice to Proceed".

CONTRACTOR'S BASE BID PROPOSAL /BID SHEET COST BREAKOUT SCHEDULE
for

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS – PHASE I**

Bidder shall provide a breakdown of the Base Bid Proposal per the following schedule of values categories:

<u>SCHEDULE OF VALUES – BASE BID COST BREAKOUT</u>	
Temporary Facilities & Controls:	\$ 8,000
General Conditions:	\$ 10,000
Building Permit & C of O:	\$ 1,000
Contractor's Fees/ O&P:	\$ 30,000
Demolition:	\$ 18,000
Interior Work; paint:	21,000
Flooring:	\$ 29,000
Ceiling Work:	\$ 18,000
Electrical Work:	\$ 45,000
Mechanical Work:	\$ 2,000
Plumbing Work:	\$ 16,000
Window panels & treatments	\$ 18,000
Fire Alarm System:	\$ 4,000
Specialties:	\$ 30,000
Millwork:	\$ 25,000
TOTAL BASE BID:	\$ 275,000
ADD ALTERNATE BID#1:	\$ 50,000

CONTRACTOR'S BID PROPOSAL /BID SHEET – ALTERNATES:

ADD ALTERNATE BID#1:

Second floor: At 206, 207, 208 & Adjacent Corridor, Area A: As noted on Drawings; All Walls, floor, ceiling & light fixtures work. Remove existing floor & wall finishes & light fixtures. Provide new drop ceiling, light fixtures, floor & wall finishes & paint, remove and reinstall all existing accessories for a complete working installation & operational and code compliant installation.

Fifty Thousand Dollars and Zero Cents (\$ 50,000.00)

(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

CONTRACTOR'S BID PROPOSAL /BID SHEET – ALLOWANCES:

NOT USED

CONTRACTOR'S BID PROPOSAL /BID SHEET – UNIT PRICE BIDS

UNIT PRICE No.1:

Replace existing damaged Ceiling Metal Grid Suspension System with new metal grid system to match, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case existing ceiling grid system is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 lf. of 15/16" (match existing) ceiling grid suspension system, main beam/cross tees/molding as required.

Ninety Five Dollars and zero cents (\$ 95.00)

(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.2:

Exterior Masonry tuck pointing, for a complete working installation. Complete operational and code compliant installation.

Purpose: To adjust the contract sums in case additional quantity is required or requested beyond the base bid work and that differs from the quantity as indicated on the drawings.

Unit of measurement: 10 lf. of Brick joint tuck pointing.

Four Hundred Dollars and zero cents (\$ 400.00)

(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.3:

Remove existing floor finish, Repair and Provide new wood-base lam. floor tiles and Wall Base as per finish schedule, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case more of existing floor finish is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 sf of WD-1 & 10 lf of wall base as required.

One Hundred and Twenty Dollars and zero cents (\$ 120.00)

(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

UNIT PRICE No.4:

Remove existing floor finish, Repair and Provide new VCT floor tiles and Vinyl Wall Base as per finish schedule, for a complete working installation & operational and code compliant installation.

Purpose: To adjust the contract sums in case more of existing floor finish is required or requested to be replaced differs from what is indicated on the drawings.

Unit of measurement: 10 sf of VCT & 10 lf of Vinyl Wall Base as required.

Ninety Dollars and zero cents (\$ 90.00)

(Bid amount is to be in both words and figures. In case of discrepancy, amount shown in words is to govern.)

Accompanying this Proposal is a Consent of Surety and a Bid Guarantee, in the form of a Bid Bond (X), a Certified or Cashier's Check (), payable to the order of the

Township of West Orange ^{new} in the sum of

10% of the amount bid Dollars \$ _____,

which the undersigned agrees is to be forfeited as liquidated damages, and not as a penalty, if the contract is awarded to the undersigned and the undersigned shall fail to execute the Contract for the Project or to furnish the Bond required within the stipulated time, otherwise, the check will be returned to the undersigned.

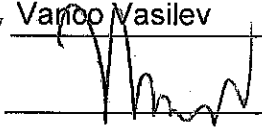
The corporation undersigned is an individual under the partnership Laws of the State of _____

NEW JERSEY having principal offices at 10-09 UTICA TERRACE , FAIR LAWN NJ

Telephone Number 973-563-3103

Trade Name of Bidder VMF CONSTRUCTION

1. Signed by Vanko Vasilev

Signature 

Title President

2. Signed by _____

Signature _____

Title _____

Signed this 28th day of November, 2022.

NOTE: If a partnership, all partners must sign. If a corporation, the president and at least one other officer must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved.

Attached additional signature sheets in the above form if necessary.

SEE ATTACHED

CONSENT OF SURETY

In consideration of the premises and of one Dollar (\$1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the Contract, for which the proceeding estimate and Proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred (100%) percent of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such Contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be hereto affixed this _____ day of _____, 20_____.

(A corporate acknowledgement and statement of authority to be here attached by the surety company.)

(Surety Company)

BY _____
(Surety Company Attorney-in-Fact)

Attest:

(Surety may substitute a similar statement subject to the OWNER'S approval.)

NON-COLLUSION
AFFIDAVIT

TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX

I, Vanco Vasilev of the (Township, City, Town, Township) of

FAIR LAWN in the County of BERGEN

and the State of NEW JERSEY of full age, being duly sworn according to law on my
oath depose and say that:

I am President of the firm of VMF CONSTRUCTION

The Bidder making the Proposal for the above named Project, and that I executed the said Proposal with full authority so to do; 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 West Orange relies upon the truth of 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 bonafide employees or bonafide established commercial or selling agencies maintained by

VMF CONSTRUCTION

(Name of Contractor)
(N.J.S.A. 52:34-15)

Vanco Vasilev

(Also type or print name of
Affiant under signature)

Sworn and subscribed to before
me this 28th
day of November 20 22

Notary Public of _____

My commission expires _____

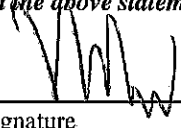

KATERINA CHIRKOVA-VASILEVA
Notary Public, State of New Jersey
Comm. # 50050771
My Commission Expires 12/15/2026

DISCLOSURE OF POLITICAL CONTRIBUTIONS

BID CONTRACTS Unless otherwise precluded by law, whenever the contract proposals, extensions or changes in amount are awarded by competitive bidding pursuant to the New Jersey Local Public Contracts Law (N.J.S. 40A:11-1 et seq), the successful bidder shall be required, within seven (7) days of receipt of notice of the award of said contract, to file with the Division of Purchase, and Township Clerk, in accordance with Ordinance #1180-093, a written statement setting forth all political contributions in cash or in kind of \$200.00 or more made within five (5) years of the date of said notice of award, either directly or indirectly, by said bidder and/or any of its principal officers, to any elected official of the Township currently in office or any political organization affiliated with an elected official of the Township currently in office. All bid proposals shall contain a written statement by the bidder that the bidder is aware of this disclosure requirement and agrees to be bound by its terms.

I have read the above statement and agree to be bound by its terms.

BIDDER:



Signature

President

Title

FOR:

VMF CONSTRUCTION

Contractor

Sworn to and subscribed before me

on this 28th day of November 2022

Notary Public


KATERINA CHIRKOVA-VASILEVA
Notary Public, State of New Jersey
Comm. # 50050771
My Commission Expires 12/15/2026

DISCLOSURE STATEMENT

(P.L. 1977, Chapter 33)

The following statement is a list of all stockholders in this corporation or partners in this partnership with 10% or greater interest therein, as the case may be.

BID ITEM: West Orange Municipal Bldg Interior improvements

NAME OF CORPORATION
OR PARTNERSHIP: VMF CONSTRUCTION

DATE OF BID: 11/29/2022

<u>NAME</u>	<u>ADDRESS</u>	<u>No. OF STOCK OR % OF INTEREST IN PARTNERSHIP</u>
VANCO VASILEV	10-09 Utica Ter, Fair Lawn NJ	100%

(Statement Supplement Permitted if Needed)

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

STATE OF _____

COUNTY OF _____

BE IT REMEMBERED, THAT ON THIS _____ day of _____

in the year TWO THOUSAND AND _____ before me, the
subscriber, a Notary Public of the State of _____
personally appeared _____

who, being by me duly sworn, on h _____ oath, did depose and make proof to my
satisfaction that _____ is the Secretary or Assistant
Secretary to _____, the Corporation
named in the within that _____ is President of said
corporation that the execution, as well as the making of this instrument has been duly authorized by a
proper resolution of the Board of Directors of said Corporation deponent well knows the corporation
seal of said Corporation; and the seal affixed to said instrument is such corporation seal and was
thereto affixed and said instrument signed and delivered by said President, as and for h
_____ voluntary act and deed and as and for the voluntary act
and deed of said Corporation in presence of deponent who thereupon subscribed his/her
_____ name thereto as witness.

Sworn to and subscribed before me

this _____ day of _____, 20_____

(Signature)

Secretary or Asst. Secretary

SEAL

Notary Public of _____
My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____

before me personally came _____

to me known and known to me to be one of the members of the Firm of _____

described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same as and for the act and deed of said Firm.

Sworn to and subscribed before me

this _____ day of _____, 20_____

SEAL

Notary Public of _____

My commission expires _____

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

STATE OF NEW JERSEY

COUNTY OF BERGEN

On this 28th day of November, 2022

before me personally came Vanco Vasilev

to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same, as and for he voluntary act and deed.

Sworn to and subscribed before me

this 28th day of November, 2022

SEAL



KATERINA CHIRKOVA-VASILEVA
Notary Public, State of New Jersey
Comm. # 50050771
My Commission Expires 12/15/2026

Notary Public of _____

My commission expires _____

**TOWNSHIP OF WEST ORANGE
AFFIRMATIVE ACTION AFFIDAVIT**

STATE OF NEW JERSEY COUNTY
OF ESSEX

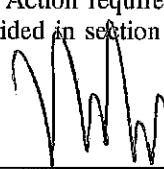
I Vanco Vasilev, of the (Township, City, Town, Township) of FAIR LAWN,
In the County of BERGEN, State of NEW JERSEY,
of full age, being duly sworn according to law on my oath depose and say that:

1. I am (President, Partner, Owner) of the firm of VMF CONSTRUCTION,
A Bidder making a Proposal upon the Project entitled West Orange Municipal Bldg improvements.
2. I am familiar with the Affirmative Action requirement of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and
rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.
3. The firm has complied with all the Affirmative Action requirements of the State of New Jersey, including
those required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and the rules and regulations issued by the
Treasurer, State of New Jersey, pursuant thereto.
4. I am aware that if the firm does not comply with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 and rules and
regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of
Hudson, Township of West Orange, until an Affirmative Action Plan is approved. I am also aware that the
Contract may be terminated and the firm may be debarred from all public contracts for a period of up to
five (5) years.
5. I am aware that this affidavit does not fulfill the Affirmative Action requirements of the State of New
Jersey and that further action on my part is necessary as provided in section C-58 of the corresponding
Specification.

Sworn and subscribed

before me this 28th

day of November, 2022


Signature of Authorized Representative

VANCO VASILEV - PRESIDENT

Name and Title

Seal-Notary Public of NJ
My commission expires _____

KATERINA CHIRKOVA-VASILEVA
Notary Public, State of New Jersey
Comm. # 50050771
My Commission Expires 12/15/2026

10-09 UTICA TERRACE, FAIR LAWN NJ

Firm's Address

CONTRACTOR'S EXPERIENCE STATEMENT

The Bidder is requested to state below what work of a similar character to that included in the proposed Contract he has done, and give references that will enable the **TOWNSHIP** to judge his experience, skill, and business standing. **BIDDERS** and proposed Subcontractors may be required to submit additional information regarding their respective financial condition prior to the award of the Contract

DATE PROJECT COMPLETED	LOCATION	OWNER	CONTRACT AMOUNT
-----------------------------------	-----------------	--------------	------------------------

SEE ATTACHED			

NOTE: USE ADDITIONAL SHEETS IF NECESSARY

SEE ATTACHED

EQUIPMENT LIST

The Contractor shall list below all equipment, owned or leased by him, that is available for use in connection with the attached Bid Proposal.

[illegible]

DATE: 11/28/2022

SUBCONTRACTOR LIST

The Contractor shall list below all Subcontractors that will be working on this Project. Business Registration, New Jersey Public Works Contractor Certification and proof of insurance must be submitted prior to award of Contract.

A **Valid Business Registration** issued by the State of New Jersey is to be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

<u>Name of Subcontractor</u>	<u>Address/Telephone #</u>	<u>Work to be performed</u>
Peter Hywell Plumbing and Heating	51 Woodland rd Ringwood Nj	Plumbing
Aber Electric	282 Gaston Ave Garfield NJ	Electrical

DATE: 11/28/2022

BID DOCUMENT SUBMISSION CHECKLIST

TOWNSHIP OF WEST ORANGE

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS**

**A. Failure to submit the following documents shall be a cause for the Bid to be rejected.
(N.J.S.A. 40A:11-23.2)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
☒	A bid guarantee as required by N.J. S.A. 40A 11-21	V.V
☒	A certificate from a surety company, pursuant to N.J.S.A. 40A 11-22	V.V
☒	A statement of corporate ownership, pursuant to N.J.S.A. 52:25-24.2	V.V
☒	A listing of subcontractors	V.V
☒	If applicable, Bidder's acknowledgment of receipt of any notice(s) or revision(s) or addenda to an advertisement, specifications or bid document(s)	V.V
☒	New Jersey Public Works Contractor Certification	V.V

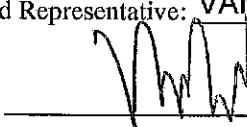
**B. Failure to submit the following documents may be a cause for the Bid to be rejected.
(N.J.S.A. 40A: 1 1-23.1b.)**

Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)	Required With Submission of Bid (Owner's checkmarks)		Initial Each Item Submitted With Bid (Bidder's initials)
	A Certified Financial statement prepared within the last twelve months	V.V	☒	Consent of surety as to maintenance bond as required by N.J.S.A. 40A:11-16.3b	V.V
☒	Consent of Surety as to a Labor and Material Payment Bond	V.V	☒	Submission of a Non-Collusion Affidavit (this form must be Notarized)	V.V
	Statement of compliance with N.J.S.A. 45:1 4C-2(h) (licensed master plumber)	V.V	☒	Certification of Bidder showing that Bidder owns, leases or controls any necessary equipment	V.V
☒	Affirmative Action Affidavit (this form must be Notarized)	V.V	☒	Contractor Experience Statement	V.V
☒	Equipment List	V.V	☒	Copy of Business Registration Certification	V.V
☒	Public Works Contractor Certification	V.V	☒	Political Contribution Disclosure (this form must be Notarized)	V.V

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

Name of Bidder VMF CONSTRUCTION

By Authorized Representative: VANCO VASILEV

Signature: 

Print Name and Title: VANCO VASILEV - PRESIDENT

Date: 11/28/2022

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENTS FORM

TOWNSHIP OF WEST ORANGE

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS**

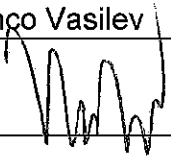
Pursuant to N.J.S.A. 40A: 11-23. 1a, the undersigned Bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the Bid Advertisement, Specifications or Bid Documents. By indicating date of receipt, Bidder acknowledges the submitted Bid takes into account the provisions of the Notice, Revision or Addendum. Note that the local unit's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a Bid Proposal may be subject for rejection of the Bid.

Local Unit Reference Number or Title of Addendum/Revision	How Received (Mail, Fax, Picked Up)	Date Received
Addendum #1	email	11/15/2022

Acknowledgment by Bidder:

Name of Bidder: VMF CONSTRUCTION

By Authorized Representative: Vanco Vasilev

Signature: 

Printed Name and Title: VANCO VASILEV - PRESIDENT

Date: 11/28/2022

**BUSINESS REGISTRATION
CERTIFICATE
(Township Requirement)**

P.L. 2009 c315, requires that, effective January 18, 2010, a contracting agency must receive proof of the Bidder's registration prior to the Award of Contract. The Business Registration Certificate must be obtained by the Bidder prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract.

If Subcontractors are named on the Bid, proof of the business registration for each must be provided prior to the Award of Contract. The Business Registration Certificate must be obtained by the Subcontractor prior to the receipt of Bids, however, a Business Registration Certificate is not required in the submission of the Proposal forms for this Contract. Proof of business registration shall be:

- A copy of a Business Registration Certificate issued by the Department of Treasury, Division of Revenue; or
- A copy of the web printed version provided by the Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE
FOR STATE AGENCY AND CASINO SERVICE CONTRACTOR

TAXPAYER NAME:
TAX REGISTRATION TEST ACCOUNT
TAXPAYER IDENTIFICATION#:
070-087-382/500
ADDRESS:
1000 BLING AVE
TRENTON NJ 08611
ISSUANCE DATE:
07/14/04

TRADE NAME:
CLIENT:
SEQUENCE NUMBER:
010722

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
TRENTON, NJ

Acting Director
John S. Tully

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

**ATTACH
BUSINESS REGISTRATION
CERTIFICATE HERE**

Type text here

H. AGREEMENT

CONTRACT

for

**MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS
PHASE I**

**TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY**

THIS AGREEMENT made as of this _____ day of _____ 2022 BETWEEN THE
TOWNSHIP OF WEST ORANGE, a municipal corporation in the County of Essex, State of New Jersey (hereinafter
referred to as the "OWNER") and _____ Type text here

(hereinafter referred to as the "CONTRACTOR") having (its) place of business at

The OWNER will pay to the CONTRACTOR for the work actually constructed, the various unit and lump sum prices as set forth in the Proposal for the construction work annexed hereto and made a part hereof and under the penalty expressed under the bonds annexed hereto to furnish at its own cost and expense all the necessary materials, labor, superintendence, tools and appliances, and will execute, construct and finish and test in an expeditious, substantial and workmanlike manner, the work included under this Contract, commencing such work within ten (10) calendar days from the date of the written notice to proceed with the work and completing all work within one hundred fifty (150) consecutive calendar days, and in the manner specified and in conformity with the requirements set forth in the Specifications annexed hereto and made a part hereof and in accordance with the Plans and Contract Drawings of said work on file in the Township of West Orange Municipal Building and all to the acceptance of the OWNER.

The following will be deemed a part of the Contract between the Parties:

- a. The Advertisement
- b. General Information
- c. Supplemental General Information
- d. The CONTRACTOR'S Proposal
- e. The Bid Bond
- f. This Contract
- g. The Performance Bond
- h. The Payment Bond
- i. The Notice of Award
- j. The Notice to Proceed
- k. Special Conditions
- l. The Contract Drawings
- m. Technical Specifications
- n. All Addenda issued by the ARCHITECT prior to the receipt of bids

The CONTRACTOR will proceed with the aforesaid work in a prompt and diligent manner and will do the several parts thereof at such time and in such order as the ARCHITECT may direct. The CONTRACTOR will complete the whole of said work in accordance with the aforesaid Specifications, Plans and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting more than fifty percent (50) thereof, unless otherwise approved by the OWNER, within the number of consecutive calendar days stipulated and in default of completion within the time so fixed, the

CONTRACTOR will pay to the OWNER an amount equal to Three Hundred Dollars (\$300.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date or dates fixed as liquidated damages accruing to the OWNER incident to such delay, which said amount will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the CONTRACTOR to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%), unless otherwise approved by the OWNER, of the same at any time or times during the course of said work will be deemed to be a breach of the Contract with the OWNER, and will, anything in the Contract to the contrary notwithstanding, give to the OWNER, the absolute, complete, and unencumbered right to terminate any and all rights of the CONTRACTOR under this Contract upon seven (7) days' notice of its intention so to do, given in writing to the CONTRACTOR at its address set forth in the Contract, by certified mail, return receipt requested. The CONTRACTOR may apply to the OWNER through the ARCHITECT for the right to subcontract certain portions of the work to be done, but the OWNER, acting through the ARCHITECT, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion, it being the intention that the provisions against brokering, factoring, assigning, and subcontracting more than fifty percent (50%) of the work unless otherwise approved by the OWNER above set forth will be paramount and remain inviolate.

It is further understood and agreed that the CONTRACTOR has no claim for any bonus or other additional compensation in the event of completion of such work before the date agreed upon. The OWNER will not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by any other contractor, nor will any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work, release the CONTRACTOR from the obligation to finish said work within the time aforesaid or within the time as extended in accordance with the provisions of this Contractor, or form the payment of liquidated damages to be paid in default thereof as hereinabove provided.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the total price stipulated in the Proposal hereto annexed, as calculated using the unit prices bid and actual quantities used during the course of the Work.

It is further understood and agreed that the wages paid to the crafts, trades, or classification of workers employed to perform this Contract will not be less than the prevailing wage rates established by the Commissioner of the Department of Labor and Industry of the State of New Jersey. The wage rates to be paid for each craft, trade, or classification of workers to be used on the Contract will comply with the Prevailing Wage Rate Determination by the New Jersey Department of Labor and Industry, attached hereto.

In accordance with the requirements of the State of New Jersey Affirmative Action Program under P.L. 1975, C127, the CONTRACTOR agrees to comply with the provisions of the Affirmative Action Program as stipulated under the specification section "General Instructions and Conditions".

IN WITNESS WHEREOF, the Township of West Orange has caused these presents to be signed by its proper officers, and the CONTRACTOR has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and caused its corporate seal to be hereunto affixed the date and year first above written.

DATE: _____
ATTEST: _____

TOWNSHIP OF WEST ORANGE, NEW JERSEY
By: _____
Title: _____

WITNESS:

CONTRACTOR:

Title: _____
Owner or Partner

ATTEST:

CONTRACTOR:

Corporate Secretary

(Print or Type Name)

Title: _____
Corporate Officer

Title: _____
(Print or Type Name)

Corporate Seal

I. APPENDIX

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, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded

to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity 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, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, 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 targeted employment goal prescribed by N.J.A.C. 17:27-7.2; 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 targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. 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-

EXHIBIT B (Cont.)

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 afford equal employment opportunities minority and women workers directly, consistent with this chapter. 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 affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, 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 that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met 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:

(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;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) 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 in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. 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.

The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

EXHIBIT B (Cont)

) 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 targeted 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) electronically provided to the public agency by the Division, through its website, 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 Public Contracts Equal Employment Opportunity Compliance 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 Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27).**

J. PREVAILING WAGE

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned

VMF Construction LLC as Principal, **Bondex Insurance Company** as Surety, are hereby and firmly bound unto the **Township Of West Orange**, in the penal sum of **Ten Percent Of The Amount Bid Not To Exceed Twenty Thousand And 0/100 Dollars (10% Of The Amount Bid Not To Exceed \$20,000.00)** for payment of which, well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed this **29th day of November, 2022**.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner as defined, a certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in writing for:

**MUNICIPAL BUILDING INTERIOR IMPROVEMENTS & REPAIRS PHASE I,
Project #: 7835**

NOW, THEREOF, if said Bid shall be rejected, or, in the alternative,

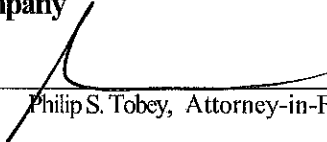
If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the form of Contract provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said Contract, and shall in all other respects perform the Agreement created by the acceptance of the Bid.

Then this obligation shall be void, otherwise the same shall remain in 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 Principal may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and Surety have set their hands and seals, and such of them as are corporations having 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.

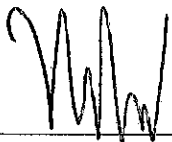
Surety: **Bondex Insurance Company**

By: 
Philip S. Tobey, Attorney-in-Fact


Claudia Pereira, Witness

Principal: **VMF Construction LLC**

By: VANCO VASILEV - PRESIDENT



Consent of Surety

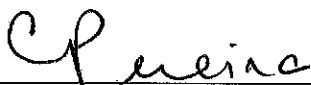
Bondex Insurance Company, a corporation created and existing under the laws of the State of **New Jersey**, maintaining an office in **Florham Park, NJ**, duly authorized to transact business in the State of **New Jersey** (hereinafter, the "Surety") does hereby consent and agree with the bid of **VMF Construction LLC** (hereinafter, the "Principal"), as principal, for **MUNICIPAL BUILDING INTERIOR IMPROVEMENTS & REPAIRS PHASE I, Project #: 7835** (hereafter the "Contract") be accepted and the Contract shall be properly and lawfully awarded to the Principal in the amount not to exceed the Principal's bid, the Surety shall execute and deliver to the Principal a bond(s) for the faithful performance of the Contract in such form as may set forth in, and as required by, the bid specifications, solicitation or advertisement (hereinafter, the "Bid Documents").

This Consent of Surety shall remain in force and effect for so long as the Bid Documents provide for acceptance of the Principal's bid or execution of the Contract. If no such period is set forth in the Bid Documents, for 90 days after bid opening, or as otherwise may be required by statute or regulation, whichever period is longer, unless the Principal and the Surety shall agree in writing to a longer period.

This Consent of Surety has been signed, sealed and dated on **November 29, 2022**

ATTEST:

Bondex Insurance Company



Claudia Pereira, Witness



Philip S. Tobey, Attorney In fact

Bondex Insurance Company

KNOW ALL MEN BY THESE PRESENTS: That **Bondex Insurance Company**, a corporation duly organized under the laws of the State of New Jersey, and having a principal office in Atlanta, County of Cobb, State of Georgia, does hereby appoint:

Philip S. Tobey, Lionel D. Jorge, Jeffrey R. Bauman, and Megan C. Bauer

its true and lawful Attorney(s)-in Fact, with full power and authority to execute on its behalf bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in nature thereof, issued in the course of its business and to bind the Company.

This Power Of Attorney is granted and is signed and sealed by the authority of the following Resolution adopted by the Board of Directors of Bondex Insurance Company at a meeting duly called and held on the 7th day of March, 2007.

**RESOLVED that the Chief Executive Officer, President or a Vice President, Secretary or Assistant Secretary, shall have the power and authority*

1. *To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writing obligatory in the nature thereof and,*
2. *To remove, at any time, any such Attorney-in-Fact and revoke any authority given.*

"RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto 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 and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached as though manually affixed"

IN WITNESS WHEREOF, **BONDEX INSURANCE COMPANY** has caused its seal to be affixed hereto and executed by its President on the 31 day of October, 20 22.

BONDEX INSURANCE COMPANY

BY Antonio R. Barner
Antonio R. Barner, President

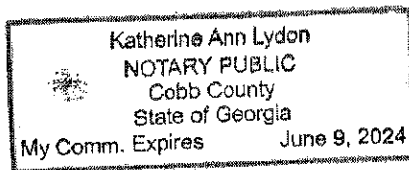
State of GEORGIA

County of COBB.

ACKNOWLEDGEMENT

On this 31 day of October, 20 22, before me, a notary public, personally appeared Antonio R. Barner, personally known to me, who being duly sworn did say that he is the President of Bondex Insurance Company, the Corporation described in the foregoing instrument, and that the Seal affixed to said instrument is the said Corporate Seal and that he executed the same in his authorized capacity, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors.

In Testimony Whereof I have set my hand and affixed my official Seal, the day and year fits written above,



BY Katherine Ann Lydon
Name: Katherine Ann Lydon
Notary Public

CERTIFICATE

I, J. Stephen Berry, Secretary of Bondex Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

Signed and Sealed at Atlanta, Georgia this 29th day of November, 20 22



BY J. Stephen Berry
J. Stephen Berry, Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: VMF CONSTRUCTION LLC

Trade Name:

Address: 67 PROSPECT ST APT.1
GARFIELD, NJ 07026-0702

Certificate Number: 2091968

Effective Date: December 07, 2016

Date of Issuance: January 22, 2017

For Office Use Only:

20170122131153524

12/07/16

Taxpayer Identification# 814-612-179/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

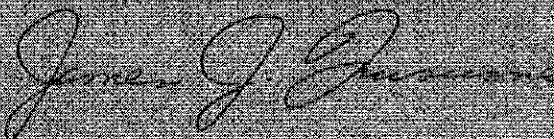
Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (800) 292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Frascione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 282 TRENTON, NJ 08646-0282
TAXPAYER NAME: VMF CONSTRUCTION LLC	TRADE NAME:	
ADDRESS: 67 PROSPECT ST APT 1 GARFIELD NJ 07026-0702	SEQUENCE NUMBER: 2001968	
EFFECTIVE DATE: 12/07/16	ISSUANCE DATE: 12/07/16	
 Director New Jersey Division of Revenue		

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

VMF CONSTRUCTION LLC
Vance Vasiliev
10-09 Utica Terrace
Fair Lawn NJ 07410

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

New Jersey Office of the Attorney General
Division of Consumer Affairs
THIS IS TO CERTIFY THAT THE
Home Improvement Contractors
HAS REGISTERED
VMF CONSTRUCTION LLC
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE
01/27/2022 TO 03/31/2023
VALID
SIGNATURE

13VH09350000
License Registration Certificate #

01/27/2022 TO 03/31/2023

VALID

13VH09350000

LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

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

VMF CONSTRUCTION LLC

EXPIRATION DATE 2023

YOUR LICENSE/REGISTRATION/CERTIFICATE NUMBER IS 13VH 09350000 . PLEASE USE IT IN ALL
CORRESPONDENCE TO THE DIVISION OF CONSUMER AFFAIRS. USE THIS SECTION TO REPORT ADDRESS
CHANGES. YOU ARE REQUIRED TO REPORT ANY ADDRESS CHANGES IMMEDIATELY TO THE ADDRESS NOTED
BELOW.

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

PRINT YOUR NEW ADDRESS OF RECORD BELOW.
YOUR ADDRESS OF RECORD IS THE ADDRESS THAT WILL PRINT ON
YOUR LICENSE/REGISTRATION/CERTIFICATE AND IT MAY BE MADE
AVAILABLE TO THE PUBLIC.

HOME ☐

BUSINESS ☐

PRINT YOUR NEW MAILING ADDRESS BELOW.
YOUR MAILING ADDRESS IS THE ADDRESS THAT WILL BE USED BY
THE DIVISION OF CONSUMER AFFAIRS TO SEND YOU ALL
CORRESPONDENCE.

HOME ☐

BUSINESS ☐

TELEPHONE
INCLUDE AREA CODE

TELEPHONE
INCLUDE AREA CODE

If the law governing your profession requires the current license/registration/certificate to be displayed, it should be
within reasonable proximity of your original license/registration/certificate at your principal office or place of business.

Certificate Number
713708

Registration Date: 01/13/2021
Expiration Date: 01/12/2023



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):

Vanco Vasilev, President

A handwritten signature in cursive script, appearing to read "Rob Asaro-Angelo".

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

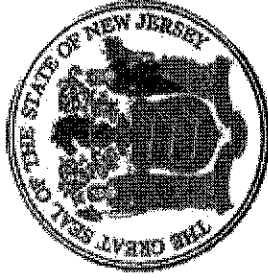
VMP CONSTRUCTION
2021

NON TRANSFERABLE

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

Certificate Number
624665

Registration Date: 06/10/2022
Expiration Date: 06/09/2024



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:

PETER HYWEL PLUMBING & HEATING, INC.
2022

Responsible Representative(s):

Peter Hywel, President

A handwritten signature in cursive script, appearing to read "Rob 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.

CA-20

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI COLORED
BACKGROUND AND MULTIPLE SECURITY FEATURES TO AVOID ANY AUTHENTICITY.

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

THIS IS TO CERTIFY THAT THE
Board of Exam. of Master Plumbers

HAS LICENSED

Peter M. Hywel
T/A PETER HYWEL PLBG & HTG INC
51 Woodland Road
Ringwood NJ 07456

FOR PRACTICE IN NEW JERSEY AS A(N): Master Plumber

05/05/2021 TO 06/30/2023

VALID

36B100966700

LICENSE/REGISTRATION/CERTIFICATION #


Signature of Licensee/Registrant/Certificate Holder


ACTING DIRECTOR



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: PETER HYWEL PLUMBING & HEATING, INC.

Trade Name:

Address: 51 WOODLAND RD.
RINGWOOD, NJ 07456

Certificate Number: 0115701

Effective Date: October 07, 1997

Date of Issuance: June 12, 2012

For Office Use Only:

20120612090302837

STATE OF NEW JERSEY
CERTIFICATE OF AUTHORITY

DIVISION OF TAXATION
TREASURY, NEW JERSEY

This person, partnership or corporation named below is hereby authorized to collect:

NEW JERSEY SALES & USE TAX
pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

PETER HYGEL PLUMBING & HEAT
806 CERIA COURT
WASHINGTON TWP NJ 07075

Tax Registration No.
Tax Effective Date
Document Locator No.
Date Issued

Robert K. Thompson
Acting Director, Division of Taxation

223-541-335/000
10-01-97
80000700605
06-19-98

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



State of New Jersey

PHIL MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

SHEILA OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the

Small Business Set-Aside Act

This certificate acknowledges VMF CONSTRUCTION LLC DBA:VMF CONSTRUCTION as a Category 4 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



Peter Lowicki
Deputy Director

Issued: 1/5/2021
Certification Number: A0134-33

Expiration: 1/5/2024

VANCO VASILEV

67 PROSPECT STREET APT.1, GARFIELD NJ
07026

Construction Project Manager/Supervisor with strong field experience and ability to manage subcontractors and equipment with the assurance of a safe and quality-oriented job site, Excellent people and communication skills, easily work with parties involved. Recognized for exceptional professionalism and ability to interface with all types of people.

ASSETS

- + Quality Control & Inspections
- + Project Managing & Material Purchasing
- + Cost Monitoring
- + Root-Cause Analysis
- + Project Analysis/Status/Print Scaling
- + OSHA Certified
- + Scheduling & Project Sequencing
- + Strong Ability to Initiate and Accomplish Results

PROFESSIONAL ABILITIES

- Results-Derived from previous Construction/Building experience to effectively carry-out today's project supervision, incorporating professional working and communication skills.
- Expertise in several types of construction and building environments, Residential, Commercial, Industrial, Government, State, and Private run and funded projects.

PROFESSIONAL PROFILE & PREVIOUS EMPLOYMENT

ARCH-CONCEPT CONSTRUCTION, INC. (973) 356-3474

Jun. 2010-2013

Project Supervisor-Asbestos Abatement & Roof Replacement at the NJ Dept. of Human Services Regional School in Hillsborough NJ

- Effective member and leader of the construction team
- Crew Management
- Work with site engineers
- Supervision of all trades
- Documentation of daily work activities
- Budget Management
- -OSHA Trained/Excellent Safety Record with employer,
- Self Employed General Contractor for over 8 years.
- Providing services to other General Contractors such as:

- Construction- Building and Servicing
- Estimating
- Project Status
- Project Managing
- Crew Management
- Budget Managing
- Project Completion

SMAC CORP. (201) 691-6777

May 2013 – 2016

Project manager/supervisor for projects:

- Masonry Wall Restoration at Yonkers Montessori Academy
- Infrastructure at YPS 13 Yonkers NY
- Jersey City Housing Authority Apartment Rehabilitation
- Patio, Terrace and Balcony Repairs at Joseph Masiello Homes Paterson NJ

Main tasks and obligations:

- Project budgeting
- Management of work crew
- Supervision of work and all trades
- Daily reports and activities
- Material orders
- Subcontractors management
- Project meetings with engineers
- Cost estimates
- Managing cash flow and expenses

Proficient at Word, Excel, Outlook, Access, MC Project, Plan swift

References will be provided upon request.

**EDUCATION
HISTORY**

Bitola High School, Bitola Macedonia
University of Ohrid – Business Management



VMF CONSTRUCTION

GENERAL CONSTRUCTION

EXPERIENCE/REFERENCES

Company name

Project

1.Vantage Health System

David Griffith
93 W Palisade Ave
Englewood, NJ 07631
Tel:201-567-0500

ADA Bathrooms renovation

2 Park Ave
Dumont, NJ 07628

2.SMAC CORP

Freddy Duarte
431 N. Midland Ave
Saddle Brook N.J 07663
Tel: 201-791-6777

PCCC

1 College Blvd
Paterson N.J. 07505

3.Friendship House Inc

John Cox
125 Atlantic Street
Hackensack N.J. 07601
Tel: (201) 488-2121

Friendship House Interior renovations

125 Atlantic Street
Hackensack N.J. 07601

4.Wharton Public Library

Eileen Burnash
Library Director
15 S Main Street
Wharton NJ 07885
973-361-1333, ext 2754

Wharton Public Library Bathrooms

15 S Main Street
Wharton NJ 07885



VMF CONSTRUCTION

GENERAL CONSTRUCTION

EXPERIENCE/REFERENCES

Company name

Project

1.Plainfield Fire Department

Lt. John Reed

315 Central Ave

Plainfield N.J.

Tel: 908-753-3413

Plainfield Fire Department

Bathroom Remodeling

315 Central Ave

Plainfield N.J 07060

2.Borough of Edgewater

Gregory S. Franz

55 River Road

Edgewater N.J. 07020

Tel: 201-943-1700 ext. 3131

Edgewater Marina Roof Replacement

989 River Road

Edgewater N.J. 07020

3.Jeferson Township Library

Seth Stephens

1031 Weldon Road

Oak Ridge, N.J. 07438

Tel: 973-208-6245

Jefferson Township

Public Library Renovations

1031 Weldon Road

Oak Ridge, N.J. 07438

4. Leonia Senior Center

Barbara H. Davidson

Supt. of Leonia Recreation

370 Broad Avenue

Leonia, NJ 07605

201-592-5783

Leonia Senior Center Renovations

305 Beechwood Place

Leonia, NJ 07605



VMF CONSTRUCTION

GENERAL CONSTRUCTION

EQUIPMENT CERTIFICATION

The undersigned bidder hereby certifies as follows:

The bidder owns, leases or controls all the necessary equipment required by the bidding documents to accomplish the work described in the specifications.

Name of bidder: VMF CONSTRUCTION LLC

By: (Signature)
(Signature)

Name of above: VANCO VASILEV

Title: PRESIDENT

Date: 11/28/2022



VMF CONSTRUCTION

GENERAL CONSTRUCTION

LIST OF EQUIPMENT OWNED BY VMF CONSTRUCTION

TYPE	BRAND	YEAR	SERIAL #
• Excavator	CAT320	2009	9KK05623
• Bobcat	CASE 1840	2014	SN JA FO
• Telescopic lift	CATTH103FL	2011	SN3PN00489
• Boom lift	LULL	2010	SN881290488

VANS & TRUCKS

• Ford E-250 van	2003
• Dodge RAM van	2020

01/17/17

Taxpayer Identification# 884-968-313/000

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

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

TAXPAYER NAME:
ABER ELECTRIC LLC

ADDRESS:
282 GASTON AVENUE
GARFIELD NJ 07026
EFFECTIVE DATE:

01/17/17

TRADE NAME:

SEQUENCE NUMBER:
2102198

ISSUANCE DATE:

01/17/17



Director
New Jersey Division of Revenue

FORM BR-1

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

FIRST-CLASS MAIL
U.S. POSTAGE PAID
TRENTON, NJ
PERMIT 21

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

Robert Jachavski
282 Gaston Avenue
Garfield NJ 07026

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

02/03/2021 TO 03/31/2024
VALID

34E101823000
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

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

FIRST-CLASS MAIL
U.S. POSTAGE PAID
TRENTON, NJ
PERMIT 21

THIS IS TO CERTIFY THAT THE
Board of Examiners of Electrical Contractors

HAS LICENSED

ABER ELECTRIC LLC
ROBERT JACHEVSKI
282 Gaston Avenue
Garfield NJ 07026

FOR PRACTICE IN NEW JERSEY AS A(N): Electrical Business Permit

02/16/2021 TO 03/31/2024
VALID

34EB01823000
LICENSE/REGISTRATION/CERTIFICATION #

Signature of Licensee/Registrant/Certificate Holder

ACTING DIRECTOR

PLEASE DETACH HERE
IF YOUR LICENSE/REGISTRATION/
CERTIFICATE ID CARD IS LOST
PLEASE NOTIFY:
Board of Examiners of Electrical Contractors
P.O. Box 45006
Newark, NJ 07101

PLEASE DETACH HERE

Exhibit “D”



General Building Contractor

Ben Dauti : (973)377-0660 : TNSContractor@gmail.com

Tim Dauti : (201)618-9222 : TNSContractor@gmail.com

1294 Waterloo Rd. Stanhope, Nj 07874

11/29/2022

Letter Of Protest

Township of West Orange Town Hall Renovations Phase I

To whom it may concern,

I would like to start off by saying thank you for allowing us the opportunity to bid on this project. Today 11/29/22 at 10:00 a.m. there was a bid opening held at 66 Main Street in West Orange in the council chambers for the Interior renovations of the town hall phase I. After all the bids were opened, I realized that we, TNS Construction was second lowest bidder at the opening. After inspecting the bid documents from the apparent low bidder, VMF Group, we noticed that they are missing a financial statement which was on the bidders check list. Also, the main item that was missing was the public works registration certificate for their electrician. They had supplied every other sub-contractor's public work certificate, except for electric. If it is not required to supply all the certificates, then why did they supply any at all. All subcontractors' certificates are mandatory to be supplied at the time of the bid and not after. We would like to officially protest the apparent low bidder on grounds of missing necessary mandatory paperwork.

Sincerely,

Tim Dauti (President)



WE APPRECIATE YOUR BUSINESS --- TNS CONSTRUCTION

Exhibit “E”

CONTRACT
for
MUNICIPAL BUILDING
INTERIOR IMPROVEMENTS & REPAIRS
PHASE I
TOWNSHIP OF WEST ORANGE
ESSEX COUNTY, NEW JERSEY

THIS AGREEMENT made as of this _____ day of _____ 2022 BETWEEN THE TOWNSHIP OF WEST ORANGE, a municipal corporation in the County of Essex, State of New Jersey (hereinafter referred to as the "OWNER") and

(hereinafter referred to as the "CONTRACTOR") having (its) place of business at

The OWNER will pay to the CONTRACTOR for the work actually constructed, the various unit and lump sum prices as set forth in the Proposal for the construction work annexed hereto and made a part hereof and under the penalty expressed under the bonds annexed hereto to furnish at its own cost and expense all the necessary materials, labor, superintendence, tools and appliances, and will execute, construct and finish and test in an expeditious, substantial and workmanlike manner, the work included under this Contract, commencing such work within ten (10) calendar days from the date of the written notice to proceed with the work and completing all work within one hundred fifty (150) consecutive calendar days, and in the manner specified and in conformity with the requirements set forth in the Specifications annexed hereto and made a part hereof and in accordance with the Plans and Contract Drawings of said work on file in the Township of West Orange Municipal Building and all to the acceptance of the OWNER.

The following will be deemed a part of the Contract between the Parties:

- a. The Advertisement
- b. General Information
- c. Supplemental General Information
- d. The CONTRACTOR'S Proposal
- e. The Bid Bond
- f. This Contract
- g. The Performance Bond
- h. The Payment Bond
- i. The Notice of Award
- j. The Notice to Proceed
- k. Special Conditions
- l. The Contract Drawings
- m. Technical Specifications
- n. All Addenda issued by the ARCHITECT prior to the receipt of bids

The CONTRACTOR will proceed with the aforesaid work in a prompt and diligent manner and will do the several parts thereof at such time and in such order as the ARCHITECT may direct. The CONTRACTOR will complete the whole of said work in accordance with the aforesaid Specifications, Plans and Contract Drawings by, with and through his own work force, employees, administrators, equipment and material without brokering, factoring, assigning or subcontracting more than fifty percent (50) thereof, unless otherwise approved by the OWNER, within the number of consecutive calendar days stipulated and in default of completion within the time so fixed, the

CONTRACTOR will pay to the OWNER an amount equal to Three Hundred Dollars (\$300.00) for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date or dates fixed as liquidated damages accruing to the OWNER incident to such delay, which said amount will not be construed to be in the nature of a penalty or forfeiture. Any violation of the undertaking by the CONTRACTOR to do and complete all of the said work without brokering, factoring, assigning or subcontracting more than fifty percent (50%), unless otherwise approved by the OWNER, of the same at any time or times during the course of said work will be deemed to be a breach of the Contract with the OWNER, and will, anything in the Contract to the contrary notwithstanding, give to the OWNER, the absolute, complete, and unencumbered right to terminate any and all rights of the CONTRACTOR under this Contract upon seven (7) days' notice of its intention so to do, given in writing to the CONTRACTOR at its address set forth in the Contract, by certified mail, return receipt requested. The CONTRACTOR may apply to the OWNER through the ARCHITECT for the right to subcontract certain portions of the work to be done, but the OWNER, acting through the ARCHITECT, reserves the absolute right to approve any such subcontractor or to reject any such subcontractor in its and their sole and absolute discretion, it being the intention that the provisions against brokering, factoring, assigning, and subcontracting more than fifty percent (50%) of the work unless otherwise approved by the OWNER above set forth will be paramount and remain inviolate.

It is further understood and agreed that the CONTRACTOR has no claim for any bonus or other additional compensation in the event of completion of such work before the date agreed upon. The OWNER will not be liable to the CONTRACTOR for any neglect, default, delay, or interference of or by any other contractor, nor will any such neglect, default, delay or interference of any other contractor or alteration which may be required in said work, release the CONTRACTOR from the obligation to finish said work within the time aforesaid or within the time as extended in accordance with the provisions of this Contract, or form the payment of liquidated damages to be paid in default thereof as hereinabove provided.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive as full compensation for furnishing all materials and labor in building, constructing, and testing, and in all respects completing the work herein described and appurtenances thereto in the manner and under the conditions herein specified, the total price stipulated in the Proposal hereto annexed, as calculated using the unit prices bid and actual quantities used during the course of the Work.

It is further understood and agreed that the wages paid to the crafts, trades, or classification of workers employed to perform this Contract will not be less than the prevailing wage rates established by the Commissioner of the Department of Labor and Industry of the State of New Jersey. The wage rates to be paid for each craft, trade, or classification of workers to be used on the Contract will comply with the Prevailing Wage Rate Determination by the New Jersey Department of Labor and Industry, attached hereto.

In accordance with the requirements of the State of New Jersey Affirmative Action Program under P.L. 1975, C127, the CONTRACTOR agrees to comply with the provisions of the Affirmative Action Program as stipulated under the specification section "General Instructions and Conditions".

IN WITNESS WHEREOF, the Township of West Orange has caused these presents to be signed by its proper officers, and the CONTRACTOR has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and caused its corporate seal to be hereunto affixed the date and year first above written.

DATE: _____
ATTEST: _____

TOWNSHIP OF WEST ORANGE, NEW JERSEY
By: _____
Title: _____

WITNESS:

CONTRACTOR:

Title: _____
Owner or Partner

ATTEST:

Corporate Secretary

(Print or Type Name)

CONTRACTOR:

Title: _____
Corporate Officer

Title: _____
(Print or Type Name)

Corporate Seal

RESOLUTION

**ESSEX COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
YEAR 2023**

WHEREAS, certain Federal funding will potentially be available for Essex County under Title 1 of the Housing and Community Development Act of 1974 as amended and supplemented, which Act is commonly known and referred to as the Community Development Block Grant; and

WHEREAS, the Township of West Orange has a need and desire for assistance under the Act and Program as aforesaid in order to improve essential services to the residents of areas which qualify for assistance under the Act and Program as aforementioned.

NOW, THREFORE, BE IT RESOLVED the Township Council of the Township of West Orange, authorizes, on behalf of the Township of West Orange, the submission of applications for funding of the attached list, known as the 2023 Community Development Block Grant Program list, in the priority order as shown in attached Exhibit "A".

BE IT FURTHER RESOLVED that the Mayor of the Township of West Orange is authorized to sign all applications and execute any agreements with the County of Essex and the Municipal Clerk to attest his signature for projects to be funded under this program.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney, Council President

Adopted: December 20, 2022

EXHIBIT A
TOWNSHIP OF WEST ORANGE
COMMUNITY DEVELOPMENT BLOCK GRANTS
APPLICATIONS FOR 2023
PRIORITY LIST 12/13/2022

1	Main Street Counseling Center - Further Expand low-cost counseling services to all West Orange residents in three languages-French Creole, Spanish and English	\$75,000.00
2	Bethany Center for Champions - Support and Expand after-school programs which host approximately 300 West Orange youth annually	\$75,000.00
3	Engage QV, 446 Northfield Avenue - Workshops for Personal Development, Marketplace Engagement and Resource Management	\$26,100.00
4	S. Valley Road, Freeman Street to Forest Hill Road	\$293,000.00
5	Valley Road, Kingsley Street to Northfield Avenue	\$311,000.00
TOTAL		\$780,100.00

13-Dec-22 Revised
12/9/2022 Revised
30-Nov-22 Original

**RESOLUTION AUTHORIZING THE COMPETITIVE CONTRACTING
PROCESS FOR SECURITY OFFICERS**

This resolution will allow the Township to prepare a request for proposal in which the Competitive contracting methodology will be used according to State Statute. The proposal will be prepared with the ranking of criteria so an award can be made based on multiple factors.

WHEREAS, the Township of West Orange (Township) is seeking a vendor for Security Officers; and

WHEREAS, the cost of these services will exceed the Township bid threshold; and

WHEREAS, under the Local Public Contracts Law N.J.S.A. 40A:11-4.1 competitive contracting may be used by local contracting units in lieu of the standard public bidding process for procurement of specialized goods and services where the price exceeds the bid threshold; and

WHEREAS, the Township meets the criteria of Local Public Contracts Law N.J.S.A. 40a:11-4.1.3 that allows the use of a methodology to rank and evaluate proposals received to not only secure the best price but the best service to suit the Townships needs.

NOW HEREBY BE IT RESOLVED, by the Council of the Township of West Orange, that Competitive Contract Process shall be initiated for the purpose of receiving proposals for Security Officers implemented by the Purchasing Agent and a select committee pursuant to the local public contracts law.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: December 20, 2022

RESOLUTION

WHEREAS, the Township of West Orange is mandated to provide Public Defender services for indigent persons in accordance with applicable law; and

WHEREAS, the Township's Public Defender Joseph Deer, Esq. submitted his resignation on December 13, 2022; and

WHEREAS, Fernando Marin, Esq. has approximately 33 years' experience in the practice of law; and

WHEREAS, Mr. Marin has over twenty-five (25) years of municipal court experience, including serving: (i) as the Chief Municipal Prosecutor of the Township of Hamilton, New Jersey; (ii) as the Chief Municipal Prosecutor for the City of East Orange; (iii) as the Chief Municipal Prosecutor for the City of Camden; (iv) as the Prosecutor for the City of East Orange; and (v) as Chief Municipal Prosecutor for the City of Orange; and

WHEREAS, Mr. Marin shall provide proof of malpractice insurance in accordance with the Township guidelines; and

WHEREAS, that Mr. Marin has agreed to serve as the Township's Public Defender pursuant to the terms of the professional services agreement, annexed hereto as Exhibit "A;" and it is further

NOW, BE IT HEREBY RESOLVED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE that Fernando Marin, Esq. be and is hereby named as Municipal Public Defender for the Township of West Orange at the rate of \$350.00 per session and subject to the terms of the annexed Agreement; and it is further

RESOLVED that the within appointment is not pursuant to the fair and open process set forth in the Pay to Play Laws of the State of New Jersey due to the resignation of Mr. Deer and the need to make an immediate appointment of the Municipal Public Defender; and it is further

RESOLVED that notice of this contract designation shall be published and available in accordance with the applicable laws.

Karen J. Carnevale, R.M.C.
Township Clerk

Susan McCartney
Council President

Adopted: December 20, 2022

4816-9240-1458, v. 1

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into on this ____ day of December, 2022 by and between the **TOWNSHIP OF WEST ORANGE**, a municipal corporation of the State of New Jersey, with its Township Hall located at 66 Main Street, West Orange, New Jersey 07052, (the “TOWNSHIP”) and Fernando Marin, Esq., attorney at law of the State of New Jersey, with an office at 111 Northfield Avenue, Suite 300, West Orange, New Jersey 07052 (“Marin”).

WITNESSETH THAT:

WHEREAS, pursuant to N.J.S.A. 2B:24-3, all municipalities are required to have a municipal public defender appointed by the governing body to perform the duties set forth in N.J.S.A. 2B:24-6;

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions hereinafter set forth, the parties hereto agree as follows:

1. The Township hereby retains the services of Fernando Marin, Esq. (“Marin”) as the municipal public defender commencing on January 1, 2023 and the Township agrees to pay Marin at a rate of Three Hundred Fifty Dollars (\$350) per court session as an independent contractor (“Session Fee”).
2. Marin shall be entitled to payment for such services rendered upon submission of duly executed vouchers on a monthly basis detailing the number of sessions actually rendered which shall be submitted to the Chief Financial Officer of the Township.
3. No later than December 30, 2022, Marin shall provide to the Township a proof of professional malpractice insurance in the amount of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate. Marin shall maintain this level of insurance for the entire duration of his term as the Municipal Public Defender.
4. Marin is hereby placed on notice that no Department Head, individual member of the Governing Body, or any agent, servant or employee of the Township of West Orange possesses any lawful authority to: (a) engage the rendition of services or the performance of work; (b) authorize the continuation of services or work beyond the amount specifically approved in the Resolution and Certificate of Funds; or to (c) represent that future funds will be available as compensation for current services. Any such acts shall be deemed ultra vires and beyond the scope of any authority that individual may possess. No bills, statements or vouchers for any amount exceeding that originally approved will be honored or paid by the Township, irrespective of whether such services were actually performed.

6. The provisions of this agreement are subject to the limitations of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:2-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

7. This agreement shall be governed by the laws of the State of New Jersey without regard to principles of conflict of laws. All contract claims under this agreement shall be subject to and governed by the provisions of the New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq.

8. This agreement may be terminated at any time on thirty (30) days written notice. No cause or justification is required for termination.

9. During the term of this agreement Marin shall be present at all municipal court sessions where a public defender's services may be needed. If an emergency arises, Marin shall be required to obtain a substitute public defender and provide notice to the Municipal Court Administrator, Municipal Prosecutor and Township Attorney. Such replacement shall receive the Session Fee for that session.

10. The term of this agreement shall expire upon implementation of a Pay to Play process and award of a new contract. Absent the selection of a new public defender, all terms and conditions of this agreement shall continue in full force and effect.

11. Both the Township and Marin agree to abide by the mandatory equal employment opportunity language as set forth in N.J.S.A. 10:5-31 et. seq. and N.J.A.C. 17:27.

12. During the performance of this contract, the Township agrees as follows:

(a) The Township, 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 Township will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not 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 Township 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.

(b) The Township, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Township, 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.

(c) The Township, 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 Township's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Township, 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.

(e) The Township, 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.

(f) The Township agrees to revise any of its testing procedures, if necessary, to assure that all personal 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.

(g) In conforming with the applicable employment goals, the Township agrees to review all procedures 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.

(h) The Township 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 to Subchapter 10 of the **Administrative Code at N.J.A.C. 17:27.**

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

TOWNSHIP OF WEST ORANGE

ATTEST:

KAREN J. CARNEVALE, R.M.C

By:_____
ROBERT D. PARISI, MAYOR

FERNANDO MARIN, ESQ.

WITNESS:

By:_____

RESOLUTION

WHEREAS, Article VII, Section 5-34 of the Municipal Code for the Township of West Orange governs the local licensing for “Cannabis Entities,” as defined in the code, within the Township of West Orange (the “Township”); and

WHEREAS, under these provisions of the Municipal Code, an applicant must apply for a local license from the Township to operate a Cannabis Entity within the Township after obtaining a license from the New Jersey Cannabis Regulatory Commission; and

WHEREAS, Article VII, Section 5:34.5(a) provides that “Applications for licensing pursuant to this section shall be submitted to the Office of the Township Clerk under oath on a form furnished by the Township;” and

WHEREAS, the Township has prepared an application form, annexed hereto as Exhibit “A,” to be furnished consistent with Section 5:34.5(a) of the Township Municipal Code.

NOW, BE IT HEREBY RESOLVED, by the Township Council of the Township of West Orange that the Township hereby approves the proposed application form, annexed hereto as Exhibit “A,” for a local license to operate a Cannabis Entity within the Township of West Orange; and it is further

RESOLVED that the application form shall be: (i) made available in the Office of the Township Clerk; and (ii) posted and made available for download on the Township’s website.

Karen J. Carnevale, R.M.C.
Municipal Clerk

Susan McCartney
Council President

Adopted: December 20, 2022



Township of West Orange

Application for Local License for the Operation of a Cannabis Business

Instructions: Applicants shall complete this Application Form in its entirety as required under the Township of West Orange Municipal Code Chapter 5, Section 34.5 and submit five (5) copies of the Application with the Mandatory Documents to the Office of the Township Clerk with the applicable licensing fee with the Application. Failure of the Applicant to provide a response to the information requested or one of the Mandatory Documents **shall** result in the denial of the Application.

Mandatory Documents: In addition to a completed copy of the Application, Applicants shall provide the following mandatory documents:

1. A Copy of the License issued by the New Jersey Cannabis Regulatory Commission authorizing the Applicant to operate as a Licensed Cannabis Entity.
2. A Copy of all application materials and documents submitted to the New Jersey Cannabis Regulatory Commission.
3. A copy of the Lease Agreement for the property where the proposed Licensed Cannabis Entity will operate if the Applicant is leasing the property, or an Agreement of Sale for the purchase of the property where the proposed Licensed Cannabis Entity will operate if the Applicant owns the property.
4. Plans prepared by a duly licensed architect, engineer, or planner which shall depict the layout and design for the proposed location of the Licensed Cannabis Entity.
5. Copy of the Resolution of the West Orange Planning Board granting the Applicant the conditional use for the operation of the proposed Licensed Cannabis Entity.
6. Comprehensive security plan for the proposed Licensed Cannabis Entity. (Submitted in a separate sealed envelope).
7. Any and all other required documents as identified in this Application

Township of West Orange
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Name of Applicant: _____

Proposed Location of the Licensed Cannabis Entity: _____

Block: _____ **Lot:** _____

Section I Applicant's Contact and Designation of a Representative:

Applicant's Address:

[] Same as Proposed Location of Licensed Cannabis Business

Telephone Number: _____

Email Address: _____

Applicant shall designate a natural person who shall be deemed the Applicant's Representative for purposed of this application. The Representative shall certify and execute this application on behalf of the Applicant. If the Representative is not an Owner of the Applicant, the Applicant must provide:

(i) a corporate resolution authorizing or designating the Representative to act on behalf of the Applicant; or

(ii) a fully executed agreement authorizing or designating the Representative to act on behalf of the Applicant which shall be executed by the owners of the Applicant.

Representative's Name: _____

Representative's Home Address: _____

Representative's Telephone Number: _____

Representative's Email Address: _____

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The Representative shall be responsible for providing any additional information, documents or supplements as required by the Township of West Orange.

Section II Applicant's Financial Officer and Independent Certified Public Accountant:

Applicant shall identify its Chief Financial Officer, Controller, or Accountant (the "Financial Officer") who shall prepare and certify the quarterly reports showing the monthly revenues of the Licensed Cannabis Entity for that quarter pursuant to Chapter 22, Section 3(d) of the Municipal Code for the Township of West Orange.

Financial Officer Name: _____

Financial Officer Address: _____

Financial Officer Telephone Number: _____

Financial Officer Email Address: _____

Applicant shall also provide a template or sample report that it shall utilize as the quarterly reports showing the monthly revenues of the Licensed Cannabis Entity for that quarter pursuant to Chapter 22, Section 3(d) of the Municipal Code for the Township of West Orange.

Applicant shall identify an independent certified public accountant who shall prepare and certify the Annual Financial Report as to the annual revenues of the Licensed Cannabis Entity pursuant to Chapter 22, Section 3(e) of the Municipal Code for the Township of West Orange.

Certified Public Accountant Name: _____

Certified Public Accountant Address: _____

Certified Public Accountant Telephone Number: _____

Certified Public Accountant Email Address: _____

Applicant shall also provide a template or sample Annual Financial Statement that it shall utilize as the Annual Financial Statement showing annual revenues of the Licensed Cannabis Entity pursuant to Chapter 22, Section 3(e) of the Municipal Code for the Township of West Orange.

Section III Applicant's Approvals and Certifications

Select Cannabis Entity Category:

_____ Retailer _____Manufacturer _____Distributor _____Cultivator

Select All Categories that Apply to the Applicant's Application to the NJCRC

_____Microbusiness _____Social Equity Business

_____Diversely Owned Business _____Conditional License

Applicant shall provide any and all documents issued by the New Jersey Cannabis Regulatory Commission declaring the Applicant as any and all of the categories identified under the New Jersey Cannabis Regulatory, Enforcement Assistance, and Marketplace Modernization Act with a copy of all application materials and documents submitted by the Applicant for such a declaration.

Identify whether the Applicant has obtained the following certifications from the State of New Jersey:

_____New Jersey Minority Business Enterprise Certification

_____New Jersey Women Business Enterprise Certification

Applicant shall provide a copy of the Certificate(s) issued by the State of New Jersey.

Land Use Approvals and Variances:

Applicant shall list and describe any and all bulk variances obtained from either the West Orange Planning Board or the West Orange Zoning Board of Adjustment related to construction or renovations related to the proposed Licensed Cannabis Business. Applicant shall include any resolutions approving the bulk variances.

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Applicant shall identify the number of parking spaces available to the Applicant at the proposed location of the Licensed Cannabis Business.

Total Parking Spaces: _____

Handicapped Accessible Parking Spaces: _____

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Section IV Ownership Disclosure:

If the Applicant is a natural person

Applicant's Home Address: _____

Applicant's Telephone #: _____

If the Applicant is not a natural person the name and home addresses of all stockholders or partners of the Applicant 10% or more of stock of any class or 10% or more ownership interest in the Applicant with their respective ownership percentages. If additional space is required, please add a separate sheet listing any and all additional stockholders or owners.

Name: _____ Home Address: _____ _____ _____ _____ Ownership Percentage: _____	Name: _____ Home Address: _____ _____ _____ _____ Ownership Percentage: _____
Name: _____ Home Address: _____ _____ _____ _____ Ownership Percentage: _____	Name: _____ Home Address: _____ _____ _____ _____ Ownership Percentage: _____
Name: _____ Home Address: _____ _____ _____ _____ Ownership Percentage: _____	Name: _____ Home Address: _____ _____ _____ _____ Ownership Percentage: _____

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If one or more of the Applicant's stockholders or partners are itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed with its home address and ownership percentage. The disclosure shall be continued until names and home addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed. If additional space is required, please add a separate sheet listing any and all additional stockholders or owners.

Corporation or Partnership Name: Owned by: Home Address: Ownership Percentage: _____	Corporation or Partnership Name: Owned by: Home Address: Ownership Percentage: _____
Corporation or Partnership Name: Owned by: Home Address: Ownership Percentage: _____	Corporation or Partnership Name: Owned by: Home Address: Ownership Percentage: _____

Township of West Orange
Application for Local License for the Operation of a Cannabis Business

(Continued) Page ____ or ____.

Corporation or Partnership Name:	Corporation or Partnership Name:
Owned by:	Owned by:
Home Address:	Home Address:
Ownership Percentage:_____	Ownership Percentage:_____
Corporation or Partnership Name:	Corporation or Partnership Name:
Owned by:	Owned by:
Home Address:	Home Address:
Ownership Percentage:_____	Ownership Percentage:_____
Corporation or Partnership Name:	Corporation or Partnership Name:
Owned by:	Owned by:
Home Address:	Home Address:
Ownership Percentage:_____	Ownership Percentage:_____

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The name and address of any other business entities in which any of the identified individuals have or have had an ownership interest which: (i) cultivates, manufactures, wholesales or dispenses cannabis or cannabis products; (ii) invests or finances in any such entity; or (iii) is regulated by any governmental entity:

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Township of West Orange
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All identified individuals shall execute the following acknowledgments and agreements authorizing the West Orange Police Department to perform background checks and/or investigations regarding any of the identified individuals:

I hereby acknowledge and agree to authorize the West Orange Police Department to perform background checks and/or investigation regarding myself as part of this Application for a Local License for the Operation of a Cannabis Business. _____ Signature of Individual _____ Printed Name of Individual _____ Date	I hereby acknowledge and agree to authorize the West Orange Police Department to perform background checks and/or investigation regarding myself as part of this Application for a Local License for the Operation of a Cannabis Business. _____ Signature of Individual _____ Printed Name of Individual _____ Date
I hereby acknowledge and agree to authorize the West Orange Police Department to perform background checks and/or investigation regarding myself as part of this Application for a Local License for the Operation of a Cannabis Business. _____ Signature of Individual _____ Printed Name of Individual _____ Date	I hereby acknowledge and agree to authorize the West Orange Police Department to perform background checks and/or investigation regarding myself as part of this Application for a Local License for the Operation of a Cannabis Business. _____ Signature of Individual _____ Printed Name of Individual _____ Date

Township of West Orange
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(Continued) Page ____ or ____.

I hereby acknowledge and agree to authorize the West Orange Police Department to perform background checks and/or investigation regarding myself as part of this Application for a Local License for the Operation of a Cannabis Business. _____ Signature of Individual _____ Printed Name of Individual _____ Date	I hereby acknowledge and agree to authorize the West Orange Police Department to perform background checks and/or investigation regarding myself as part of this Application for a Local License for the Operation of a Cannabis Business. _____ Signature of Individual _____ Printed Name of Individual _____ Date
I hereby acknowledge and agree to authorize the West Orange Police Department to perform background checks and/or investigation regarding myself as part of this Application for a Local License for the Operation of a Cannabis Business. _____ Signature of Individual _____ Printed Name of Individual _____ Date	I hereby acknowledge and agree to authorize the West Orange Police Department to perform background checks and/or investigation regarding myself as part of this Application for a Local License for the Operation of a Cannabis Business. _____ Signature of Individual _____ Printed Name of Individual _____ Date

Parent and Subsidiary Chart – Applicant shall include a chart displaying all parent, subsidiary, affiliate, predecessor, successor, and related entities to the Applicant.

If the Applicant is a corporation or limited liability company, it shall provide a copy of any formation document for the Applicant, including, but not limited to any operating agreement, partnership agreement or corporate charter.

Has the entity or any owner, principal, partner, investor, member, board member, director, trustee, officer, employee, parent, subsidiary, affiliate, predecessor, successor, or related entity ever applied for and/or received a license, permit, or other authorization to participate in the cultivation, processing, sale or distribution, etc. of marijuana in any jurisdiction? If so, please describe.

[illegible]

Applicant shall disclose if any of the individuals identified in the Ownership Disclosure have been convicted for a felony which would include a crime of the 1st, 2nd, 3rd or 4th degree or if any have ever been charged with or convicted of an offense, been a party to, or named as an indicted co-conspirator in any criminal proceeding in this state or any other jurisdiction. The applicant need not include any conviction that has been fully expunged.

This image shows a single page of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page, leaving small margins at the top and bottom. There are no vertical margin lines, and the page is completely blank except for the lines themselves.

Section V Management and Operations:

Applicant shall include an organization chart showing the Applicant's personnel who will be involved with the management and operations of the proposed Licensed Cannabis Business.

The Applicant shall also describe in detail the respective duties and responsibilities of each employee or personnel identified by the Applicant. These descriptions shall include, at a minimum:

- (i) The individual responsible for the overall management and operation of the proposed Licensed Cannabis Business;
- (ii) The individual responsible for the security and safety protocols for the proposed Licensed Cannabis Business; and
- (iii) The individual responsible for finances and/or accounting for the proposed Licensed Cannabis Business.

Applicant shall identify whether these individuals are employees of the Applicant or third party professionals retained by the Applicant.

Section VI Design, Façade, and Signage:

Applicant shall include with its applications drawings depicting the proposed design of the interior and exterior façade of the proposed Licensed Cannabis Business, including any proposed signage for the proposed Licensed Cannabis Business.

Applicant shall also include a resolution from either the West Orange Planning Board or the West Orange Zoning Board of Adjustment which shall include an approval of any and all proposed signage for the proposed Licensed Cannabis Business.

Section VII Environmental Impact Plan:

Applicant shall include with its applications a detailed Environmental Impact Plan which shall address:

- (i) Applicant's plan for odor mitigation;
- (ii) Applicant's plan for disposal of cannabis product waste; and
- (iii) Any and all innovations and/or plans to reduce the environmental impact of the Applicant's operation of the proposed Licensed Cannabis Business.

Section VIII Business Plan and Pro Forma:

Applicant shall prepare and submit an updated Business Plan, including an updated set of detailed projections as to revenues and expenses during the first five (5) years of operations to be set forth in a five (5) year pro forma.

The required pro forma shall include:

- (i) the Annual License Fee as reflected as an expense of the proposed Licensed Cannabis Business; and
- (ii) the Transfer Tax to the Township of West Orange reflected as an expense of the proposed Licensed Cannabis Business.

Section IX Security Plan:

Applicant shall prepare and submit in a separate sealed envelope marked “Security Plan – Confidential” a detailed Security Plan for review by the Police Chief of the West Orange Police Department or the Chief’s designee. The Security Plan shall include:

- (i) The manufacturer and model of any and all security equipment utilized at the proposed Licensed Cannabis Business. The Applicant shall also include any brochures or other materials describing the capabilities of the identified security equipment.
- (ii) A separate drawing of the proposed location of the Licensed Cannabis Business identifying the location of any and all security cameras to be installed either in the location interior or exterior.
- (iii) Documentations showing evidence that the Applicant’s proposed Security Plan meets each and every requirement as set forth in N.J.A.C. 17:30-9.10 as enumerated by the New Jersey Cannabis Regulatory Commission.

Section X Application Fee

Annexed to this Application form as Attached “A” is a copy of Resolution 38-22 which was adopted by the Township Council for the Township of West Orange on March 1, 2022 which sets for the Application Fee for the application for a local license to operate a Licensed Cannabis Entity within the Township of West Orange. If an Applicant qualifies as more than one category of Cannabis Entity, the Applicant shall calculate the Applicant Fee for any and all categories for which it is licensed. The Applicant shall be obligated to pay the highest Application Fee of the categories calculated.

a. For Cannabis Retailers:

Applicant shall identify the square footage of retail and storage space of the proposed Licensed Cannabis Business.

_____, square feet.

b. For Cannabis Distributors:

Applicant shall identify the total square footages of the proposed location for the Licensed Cannabis Business.

_____, square feet.

c. For Cannabis Manufacturers:

Applicant shall identify the total square footages of the proposed manufacturing location for the Licensed Cannabis Business.

_____, square feet.

d. For Cannabis Cultivators:

Applicant shall identify the square footages of the cannabis plan grow canopy area for the proposed Licensed Cannabis Business.

_____, square feet.

Township of West Orange
Application for Local License for the Operation of a Cannabis Business

Based upon the rates set forth in Resolution 38-22 and the disclosed square footage, if applicable, the Application Fees shall be:

Application Fee: \$_____

Application Fees are nonrefundable. Payment must be submitted as a certified check or money order, made payable to “Township of West Orange” with the Applicant’s submission of this Application.

Section XI Affidavit/Verification

The following affidavit/verification must be filled in completely, executed and notarized before submission to the Township of West Orange

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, of the City/Township/Borough of _____ in the
(Name of Representative) (Municipality)

State/Commonwealth of _____, being of full age and duly sworn according to
(State)

law, on my oath depose and say that:

I am the _____ at _____ and execute and
(Representative's Title) (Applicant)

submit this application on behalf of _____. I certify and swear that the
(Applicant)

information contained and provided in this application is true to the best of my knowledge and
that if I knowingly provide any false information, I am subject to punishment.

Name of Representative

Title

Signature of Representative

Date

Subscribed and sworn to before me this
_____ day of _____ 20____

Notary Public of

Township of West Orange

Application for Local License for the Operation of a Cannabis Business

My Commission expires_____, 20__

AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER 7, TRAFFIC, SUBSECTION 7-32.1 HANDICAPPED PARKING ON STREETS AND SUBSECTION 7-32.2, RESTRICTED PARKING ZONES, OF THE REVISED GENERAL ORDINANCES OF THE TOWNSHIP OF WEST ORANGE

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey as follows:

Section 1. Subsection 7-32.2, Restricted Parking Zones, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows (*italic type denotes deletion, bold type denotes addition*):

7-32.2 Restricted Parking Zones. Pursuant to N.J.S.A 39:4-197.6, Restricted Parking Zones, as defined in N.J.S.A. 39:4-207.6e, are established in front of the following residences as indicated on the Tax Maps of the Township of West Orange, at the specified locations. Parking within a specific zone is restricted to the motor vehicle issued a permit pursuant to N.J.S.A. 39:4-197.7. In accordance with N.J.S.A., 39:4-197.6 parking is permitted in the Restricted Parking Zone except when prohibited in front of the residence by other sections of this Chapter.

Residence Address	No. of Spaces	Location
31-33 Park Avenue	2	On Ashland Avenue beginning 43 feet north of the northerly curb line of Park Avenue and extending 38 feet north.
28 High Street	1	Beginning 323 feet north of the northerly curb line of Chestnut Street and extending 18 feet north.
81 Ashland Avenue	1	Beginning 242 feet south of the southerly curb line of Park Avenue and extending 20 feet south.
85 Mitchell Street	1	Beginning 353 feet east of the easterly curb line of Rollinson Street and extending 22 feet west.

36 Park Terrace

1

**Beginning 523 feet west of the
westerly curb line of Main Street
and extending 20 feet west.**

Ashland Avenue

1

*Beginning 50 feet north of the
northerly curb line of Park Avenue and
extending 18 feet northerly.
[Ord. No. 2427-14]*

Section 2. If any provision of this Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision(s) or application(s) and to this end the provisions of this Ordinance are severable.

Section 3. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 4. This Ordinance shall take effect upon final passage and publication in accordance with law and upon the approval of the New Jersey Department of Transportation if required.

Robert D. Parisi, Mayor

Susan McCartney, Council President

**Karen J. Carnevale, R.M.C.
Municipal Clerk**

Introduced: November 22, 2022

Adopted: December 20, 2022

LEGISLATIVE HISTORY

This Ordinance is in response to requests from handicapped residents who reside at 31-33 Park Avenue (2 placed on Ashland Avenue), 28 High Street, 81 Ashland Avenue, 85 Mitchell Street, and 36 Park Terrace.

By adopting this Ordinance, the Township will establish a handicapped parking stall adjacent to each of these addresses. Such parking stalls are permissible under the laws of New Jersey, and they are designated as Restricted Parking Zones. Additionally, one handicapped space no longer used has been deleted from the list.

**AN ORDINANCE AMENDING AND SUPPLEMENTING CHAPTER
7, TRAFFIC, SUBSECTION 7-29.1, SPEED LIMITS, GENERAL,
OF THE REVISED GENERAL ORDINANCES OF THE
TOWNSHIP OF WEST ORANGE**

BE IT ORDAINED, by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey, that the Speed Limit on Rock Spring Road between Northfield Avenue and the end of the roadway, a Township Road, be established at 20 miles per hour pursuant to N.J.S.A. 39:4-8(b) under the Municipal Engineer's Certification and License Number GE026706 as follows:

Section 1. The Township Council of the Township of West Orange finds it in the interest of public safety to establish a Speed Limit of 20 Miles per hour on Rock Spring Road between Northfield Avenue and the end of the roadway, a Township Road, pursuant to N.J.S.A.39:4-8(b).

Section 2. The Municipal Engineer of the Township of West Orange has submitted and certified all the legislative requirements pursuant to N.J.S.A. 39:4-8(b) and the criteria as set forth by the New Jersey Department of Transportation, Bureau of Traffic Engineering and Investigations has been met.

Section 3. Subsection 7-29.1, Speed Limits, General, of the Revised General Ordinances of the Township of West Orange is hereby supplemented and amended as follows pursuant to the provisions Of N.J.S.A. 39: 4-140 (*italic type denotes deletion, bold type denotes addition*):

Name of Street	Direction	Speed Limit	Location
Rock Spring Road	Both	20mph	From Northfield Avenue to End.

Section 4. If any provisions of the Ordinance or application thereof, under any circumstances, is held invalid, the invalidity shall not affect any of the provisions or applications of this Ordinance that can be given effect without the valid provision(s) or application and to this end, the provisions of the Ordinance are severable.

Section 5. All other Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed.

Section 6. Unless another penalty is expressly provided by New Jersey Statute, every person convicted of a violation of any provision of this Ordinance or any supplement thereto shall be liable to the penalty of not more than fifty dollars (\$50.00) or imprisonment for a term not to exceed fifteen (15) days or both, as per W.O.R.G.O. Chapter 7-4.2.

Section 7. This Ordinance is subject to the consent, by Resolution, of the Essex County Commissioners.

Robert D. Parisi, Mayor

Susan McCartney, Council President

Karen J. Carnevale, R.M.C., Municipal Clerk

Introduced: December 6, 2022

Adopted: December 20, 2022

Legislative History

The Ordinance, which amends the Traffic Regulations of the Township, establishes a Speed Limit of 20 miles per hour (mph) on Rock Spring Avenue, between Northfield Avenue and the end of roadway at the Rock Spring Golf Course, a Township Road. The Municipal Engineer reviewed data on vehicular speeds and vehicular volumes along Rock Spring Road. The Municipal Engineer under his Professional Engineer's License GE026706 determined the criteria of the New Jersey Department of Transportation and N.J.S.A. 39:4-8(b) were met to establish a Speed Limit of 20 mph.



STAT TRACKER REPORT

DATES: 10/06/2022 to 10/27/2022

LOCATION: 14 Rock Spring Rd

DIRECTION: Southbound

Total Vehicles 5,073 Avg Vehicles 217

AVG SPEED 20.5

85% SPEED 24.0

DIRECTION: Northbound

Total Vehicles 6,527 Avg Vehicles 284

AVG SPEED 22.9

85% SPEED 26.0

**TOWNSHIP OF WEST ORANGE
COUNTY OF ESSEX, STATE OF NEW JERSEY**

BOND ORDINANCE NUMBER 2704-22

**BOND ORDINANCE PROVIDING FOR VARIOUS 2022
CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF
WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF
NEW JERSEY, APPROPRIATING \$9,448,104 THEREFOR
AND AUTHORIZING THE ISSUANCE OF \$8,998,191 BONDS
OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE
COST THEREOF**

**BE IT ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL OF THE
TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW
JERSEY** (not less than two-thirds of all the members thereof affirmatively concurring), **AS
FOLLOWS:**

SECTION 1. The improvements or purposes described in Section 3 of this bond ordinance are hereby authorized as general improvements to be undertaken by the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"). For the said improvements or purposes stated in Section 3 hereof, there is hereby appropriated the amount of \$9,448,104, said amount being inclusive of a down payment in the amount of \$449,913 now available for said improvements or purposes as required by the Local Bond Law of the State of New Jersey, as amended and supplemented (N.J.S.A. §40A:2-1 et seq.) (the "Local Bond Law"), by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

SECTION 2. For the financing of said improvements or purposes described in Section 3 hereof and to meet part of said \$9,448,104 appropriation not provided for by said down payment referred to in Section 1 hereof, negotiable bonds of the

Township are hereby authorized to be issued in the aggregate principal amount of \$8,998,191 pursuant to, and within the limitations prescribed by, the Local Bond Law. In anticipation of the issuance of said bonds and to temporarily finance said improvements or purposes, negotiable notes of the Township in an aggregate principal amount not exceeding \$8,998,191 are hereby authorized to be issued pursuant to, and within the limitations prescribed by, said Local Bond Law.

SECTION 3. (a) The improvements hereby authorized and purposes for the financing of which said obligations are to be issued include, but are not limited to, as follows:

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(i) Acquisition of miscellaneous equipment for various Township facilities and departments, including, but not limited to, nozzles and appliances, personal protective equipment (PPE), traffic cones, and improvements and upgrades to various Township facilities and properties, including, but not limited to, the Oskar Schindler Performing Arts Center (OSPAC);	\$ 108,000	\$ 102,857	\$ 5,143	10 years
(ii) Various interior facility improvements including, but not limited to, upgrades to the flooring and walls of, and the acquisition of office furniture for, various Township owned properties, including, but not limited to, the Communications Center, Rock Spring Golf Club, 10 Rooney Circle and the Fire House;	\$ 2,175,000	\$ 2,071,428	\$ 103,572	15 years
(iii) Information Technology (IT) improvements, upgrades and acquisitions for various Township Departments, including, but not limited to, upgrades to and/or acquisitions of the camera system, Eticket printer, 9-1-1 system, security cameras and MDTs, and the acquisition and installation of a Vulnerability Assessment and Data Center Audit computer software program;	\$ 799,500	\$ 761,428	\$ 38,072	5 years

<u>Description</u>	<u>Appropriation</u>	<u>Authorization</u>	<u>Down Payment</u>	<u>Useful Life</u>
(iv) Various outdoor facility improvements to Township owned properties and parks, including, but not limited to, the Club Boulevard Kiddie Park, Minish Park, Minish Kiddie Park, Colgate Park futsal court, Degnan Park bathrooms, pickleball court, Degnan Park Rolling Green Hills tennis courts and Degnan Park Perimeter Pathway, the acquisition and installation of interior pool lighting at the Township pool and outdoor improvements to Rock Spring Golf Club;	\$ 3,650,000	\$ 3,476,190	\$ 173,810	15 years
(v) Improvements and repairs to various roadways within the Township, including, but not limited to, striping of various roadways within the Township, replacement of various street signs throughout the Township, the acquisition and installation of shade trees and new light emitting diode (LED) high visibility signs throughout the Township, pump station and various drainage improvements throughout the Township, and environmental rehabilitation of various Township facilities;	\$ 1,300,000	\$1,238,095	\$ 61,905	15 years
(vi) Acquisition of various non-passenger vehicles, including, but not limited to, jitney buses, a street sweeper and garbage trucks, and the replacement of a 1975 Ford Utility Tractor, including equipment and accessories related thereto;	\$ 450,000	\$ 428,571	\$ 21,429	15 years
(vii) Acquisition of various non-passenger vehicles for various departments within the Township, including, but not limited to, the Police, Fire and Public Works Departments, including capital repairs, equipment and accessories related thereto.	\$ 965,604	\$ 919,622	\$ 45,982	7 years

TOTALS:	<u>\$ 9,448,104</u>	<u>\$ 8,998,191</u>	<u>\$ 449,913</u>
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(b) The improvements and purposes set forth in Section 3(a) above shall also include, as applicable, all engineering and design work, surveying, construction

management services, construction planning, preparation of plans and specifications, permits, bid documents, construction inspection and contract administration, environmental testing and remediation, and all work, materials, equipment, labor and appurtenances necessary therefor or incidental thereto.

(c) The estimated maximum amount of bonds or notes to be issued by the Township for said improvements and purposes is \$8,998,191.

(d) The estimated cost of said improvements and purposes to the Township is \$9,448,104, the excess amount thereof over the estimated maximum amount of bonds or notes to be issued therefor is the down payment in the amount of \$449,913 now available for said improvements and purposes from the Township's Capital Improvement Fund.

SECTION 4. In the event the United States of America, the State of New Jersey, and/or the County of Essex make a contribution or grant in aid to the Township for the improvements and purposes authorized hereby and the same shall be received by the Township prior to the issuance of the bonds or notes authorized in Section 2 hereof, then the amount of such bonds or notes to be issued shall be reduced by the amount so received from the United States of America, the State of New Jersey, and/or the County of Essex. In the event that any amount so contributed or granted by the United States of America, the State of New Jersey, and/or the County of Essex shall be received by the Township after the issuance of the bonds or notes authorized in Section 2 hereof, then such funds shall be applied to the payment of the bonds or notes so issued and shall be used for no other purpose. This Section 4 shall not apply, however, with respect to any contribution or grant in aid received by the Township as a result of using funds from this bond ordinance as "matching local funds" to receive such contribution or grant in aid.

SECTION 5. All bond anticipation notes issued hereunder shall mature at such times as may be determined by the Chief Financial Officer of the Township (the "Chief Financial Officer"), provided that no note shall mature later than one (1) year from its date. The notes shall bear interest at such rate or rates and be in such form as may be determined by the Chief Financial Officer. The Chief Financial Officer shall determine all matters in connection with the notes issued pursuant to this bond ordinance, and the signature of the Chief Financial Officer upon the notes shall be conclusive evidence as to all such determinations. All notes issued hereunder may be renewed from time to time in accordance with the provisions of N.J.S.A. § 40A:2-8.1 of the Local Bond Law. The Chief Financial Officer is hereby authorized to sell part or all of the notes from time to time at a public or private sale and to deliver them to the purchaser thereof upon receipt of payment of the purchase price and accrued interest thereon from their dates to the date of delivery thereof. The Chief Financial Officer is directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the notes pursuant to this bond ordinance is made. Such report must include the principal amount, the description, the interest rate, the maturity schedule of the notes so sold, the price obtained and the name of the purchaser.

SECTION 6. The Township hereby certifies that it has adopted a capital budget or a temporary capital budget of the Township, as applicable. The capital budget or temporary capital budget, as applicable, of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. To the extent that the purposes authorized herein are inconsistent with the adopted capital or temporary capital budget, a revised capital or temporary capital budget has been filed with the Division of Local Government Services.

SECTION 7. The following additional matters are hereby determined, declared, recited and stated:

(a) The improvements and purposes described in Section 3 of this bond ordinance are not current expenses and are improvements and purposes which the Township may lawfully undertake as general improvements and no part of the cost thereof has been or shall be specially assessed on property specially benefited thereby.

(b) The average period of usefulness of said improvements or purposes, computed on the basis of the respective amounts of obligations authorized for each purpose and the reasonable life thereof in accordance with the limitations set forth in the Local Bond Law, is 13.33 years.

(c) The supplemental debt statement required by the Local Bond Law has been duly made and filed in the Office of the Clerk of the Township and a complete executed duplicate thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey, and such statement shows that the gross debt of the Township as defined in the Local Bond Law is increased by the authorization of the bonds or notes provided for in this bond ordinance by \$8,998,191. The obligations authorized by this bond ordinance will be within all debt limitations prescribed by said Local Bond Law.

(d) An amount not exceeding \$2,000,000 for items of expense listed in and permitted under N.J.S.A. § 40A:2-20 of the Local Bond Law is included in the estimated cost indicated herein for the purposes and improvements described in Section 3 hereof.

SECTION 8. The full faith and credit of the Township are hereby pledged to the punctual payment of the principal of and the interest on the obligations authorized by

this bond ordinance. The obligations shall be direct, unlimited obligations of the Township and, unless paid from other sources, the Township shall be obligated to levy *ad valorem* taxes upon all the taxable property within the Township for the payment of the principal of the obligations and the interest thereon without limitation as to rate or amount.

SECTION 9. The Township reasonably expects to reimburse any expenditures toward the costs of the improvements or purposes described in Section 3 hereof and paid prior to the issuance of any bonds or notes authorized by this bond ordinance with the proceeds of such bonds or notes. This Section 9 is intended to be and hereby is a declaration of the Township's official intent to reimburse any expenditure toward the costs of the improvements or purposes described in Section 3 hereof to be incurred and paid prior to the issuance of bonds or notes authorized herein in accordance with Treasury Regulation Section 1.150-2. All reimbursement allocations will occur not later than eighteen (18) months after the later of (i) the date the expenditure from a source other than any bonds or notes authorized by this bond ordinance is paid, or (ii) the date the improvements or purposes described in Section 3 hereof are "placed in service" (within the meaning of Treasury Regulation §1.150-2) or abandoned, but in no event more than three (3) years after the expenditure is paid.

SECTION 10. The Chief Financial Officer is hereby authorized to prepare and to update from time to time as necessary a financial disclosure document to be distributed in connection with the sale of the obligations of the Township authorized herein and to execute such disclosure document on behalf of the Township. The Chief Financial Officer is further authorized to enter into the appropriate undertaking to provide secondary market disclosure on behalf of the Township pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") for the benefit of holders and beneficial owners of the

obligations of the Township, which are authorized herein, and to amend such undertaking from time to time in connection with any change in law, or interpretation thereof, provided such undertaking is and continues to be, in the opinion of a nationally recognized bond counsel, consistent with the requirements of the Rule. In the event that the Township fails to comply with its undertaking, the Township shall not be liable for any monetary damages, and the remedy shall be limited to specific performance of the undertaking.

SECTION 11. The Township covenants to maintain the exclusion from gross income under Section 103(a) of the Internal Revenue Code of 1986, as amended, of the interest on all bonds and notes issued on a tax-exempt basis under this bond ordinance.

SECTION 12. This bond ordinance shall take effect twenty (20) days after the first publication hereof after final adoption, as provided by the Local Bond Law.

**ADOPTED ON FIRST READING
DATED: December 6, 2022**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**SUSAN MCCARTNEY,
Council President
Township of West Orange**

**ADOPTED ON SECOND READING
DATED: December 20, 2022**

**KAREN J. CARNEVALE, Clerk
Township of West Orange**

**SUSAN MCCARTNEY,
Council President
Township of West Orange**

APPROVAL BY THE MAYOR ON THIS _____ DAY OF _____, 2022.

ROBERT D. PARISI, Mayor
Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF PENDING BOND ORDINANCE AND SUMMARY

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on December 6, 2022. It will be further considered for final passage, after public hearing thereon, at a meeting of the governing body of the Township to be held at the Township Municipal Building, 66 Main Street, West Orange, New Jersey, in said County, on December 20, 2022 at 7:00 p.m. During the week prior to and up to and including the date of such meeting, copies of the full bond ordinance will be available at no cost and during regular business hours at the Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2022 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$9,448,104 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$8,998,191 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): The bond ordinance authorizes various 2022 capital improvements, including, but not limited to, (i) the acquisition of miscellaneous equipment for various Township facilities and departments, and OSPAC improvements; (ii) various interior facility improvements and upgrades to the Communications Center, Rock Spring Golf Club, 10 Rooney Circle and the Fire House; (iii) Information Technology improvements and acquisitions for various Township Departments, and the acquisition and installation of a Vulnerability Assessment and Data Center Audit computer software program; (iv) various outdoor facility improvements to Township owned properties and parks, including, but not limited to, Club Boulevard Kiddie Park, Minish Park, Minish Kiddie Park, Colgate Park futsal court, Degnan Park bathrooms, pickleball court, Degnan Park Rolling Green Hills tennis courts and Degnan Park Perimeter Pathway, the acquisition and installation of interior pool lighting at the Township pool and outdoor improvements to Rock Spring Golf Club; (v) improvements and repairs to various roadways within the Township, replacement of various street signs, the acquisition and installation of shade trees and new LED high visibility signs, pump station and various drainage improvements throughout the Township, and environmental rehabilitation of various Township facilities; (vi) acquisition of various non-passenger vehicles, including, but not limited to, jitney buses, a street sweeper and garbage trucks, and the replacement of a 1975 Ford Utility Tractor; and (vii) acquisition of various non-passenger vehicles for various departments within the Township, including, but not limited to, the Police, Fire and Public Works Departments. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**

Appropriation: \$9,448,104

**Bonds/Notes
Authorized:** \$8,998,191

Down Payment: \$449,913

Section 20 Costs: \$2,000,000

Useful Life: 13.33 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

PUBLIC NOTICE

NOTICE OF BOND ORDINANCE ADOPTION AND SUMMARY

The bond ordinance, the summary terms of which are included herein, has been finally adopted by the Township Council of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township") on December 20, 2022 and the twenty (20) day period of limitation within which a suit, action or proceeding questioning the validity of such bond ordinance can be commenced, as provided in the Local Bond Law, has begun to run from the date of the first publication of this statement. Copies of the full bond ordinance are available at no cost and during regular business hours at the Clerk's office for members of the general public who request the same. The summary of the terms of such bond ordinance follows:

Title: BOND ORDINANCE PROVIDING FOR VARIOUS 2022 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$9,448,104 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$8,998,191 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF

Purpose(s): The bond ordinance authorizes various 2022 capital improvements, including, but not limited to, (i) the acquisition of miscellaneous equipment for various Township facilities and departments, and OSPAC improvements; (ii) various interior facility improvements and upgrades to the Communications Center, Rock Spring Golf Club, 10 Rooney Circle and the Fire House; (iii) Information Technology improvements and acquisitions for various Township Departments, and the acquisition and installation of a Vulnerability Assessment and Data Center Audit computer software program; (iv) various outdoor facility improvements to Township owned properties and parks, including, but not limited to, Club Boulevard Kiddie Park, Minish Park, Minish Kiddie Park, Colgate Park futsal court, Degnan Park bathrooms, pickleball court, Degnan Park Rolling Green Hills tennis courts and Degnan Park Perimeter Pathway, the acquisition and installation of interior pool lighting at the Township pool and outdoor improvements to Rock Spring Golf Club; (v) improvements and repairs to various roadways within the Township, replacement of various street signs, the acquisition and installation of shade trees and new LED high visibility signs, pump station and various drainage improvements throughout the Township, and environmental rehabilitation of various Township facilities; (vi) acquisition of various non-passenger vehicles, including, but not limited to, jitney buses, a street sweeper and garbage trucks, and the replacement of a 1975 Ford Utility Tractor; and (vii) acquisition of various non-passenger vehicles for various departments within the Township, including, but not limited to, the Police, Fire and Public Works Departments. **Please refer to the full bond ordinance for a more complete description of the improvements and purposes of the bond ordinance.**

Appropriation: \$9,448,104

Bonds/Notes Authorized: \$8,998,191

Down Payment: \$449,913

Section 20 Costs: \$2,000,000

Useful Life: 13.33 years

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF INTRODUCTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on December 6, 2022 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body of the Township and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2022.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CERTIFICATE OF FINAL ADOPTION OF BOND ORDINANCE

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that the foregoing is an extract from the Minutes of a regular meeting of the Township Council of the Township duly called and held on December 20, 2022 at 7:00 p.m. at the Township Municipal Building, 66 Main Street, West Orange, New Jersey and that the following was the roll call:

Present:

Absent:

I FURTHER CERTIFY that the foregoing extract has been compared by me with the original minutes as officially recorded in my office in the Minute Book of the governing body and is a true, complete and correct copy thereof and of the whole of the original minutes so far as they relate to the subject matters referred to in the extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 2022.

(SEAL)

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

CLERK'S CERTIFICATE AS TO ADOPTION OF BOND ORDINANCE

I, KAREN J. CARNEVALE, DO HEREBY CERTIFY that I am the Clerk of the Township of West Orange, in the County of Essex (the "Township"), a municipal corporation organized and existing under the laws of the State of New Jersey, and that as such I am duly authorized to execute and deliver this certificate on behalf of the Township. In such capacity, I have the responsibility to maintain the minutes of the meetings of the governing body of the Township and the records relative to all resolutions and ordinances of the Township. The representations made herein are based upon the records of the Township. I DO HEREBY FURTHER CERTIFY THAT:

(1) Attached hereto is the bond ordinance introduced on December 6, 2022 and finally adopted on December 20, 2022 by the Township Council of the Township and approved by the Mayor on _____, 2022.

(2) After introduction, the bond ordinance was published as required by law on _____, 2022 in _____(insert name of newspaper).

(3) Following the passage of the bond ordinance on first reading, and at least seven (7) days prior to the final adoption thereof, I caused to be posted in the principal municipal building of the Township at the place where public notices are customarily posted, a copy of said bond ordinance or a summary thereof and a notice that copies of the bond ordinance would be made available to the members of the general public of the Township who requested copies, up to and including the time of further consideration of the bond ordinance by the governing body of the Township. Copies of the bond ordinance were made available to all who requested same.

(4) After final passage, the bond ordinance was duly approved by the Mayor on _____, 2022 and was duly published as required by law on _____, 2022 in _____(insert name of newspaper). No protest signed by any person against making any improvement or incurring the indebtedness authorized therein, nor any petition requesting that a referendum vote be taken on the action proposed in the bond ordinance has been presented to the governing body of the Township or to me or filed in my office within twenty (20) days after said publication or at any other time after the final passage thereof.

(5) The bond ordinance has not been amended, added to, altered or repealed and said bond ordinance is now in full force and effect.

(6) A certified copy of the bond ordinance and a copy of the amended capital budget form have been filed with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs, as applicable.

(7) An impression of the official seal of the Township is affixed opposite my signature on this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Township as of this _____ day of _____, 202__.

(SEAL)

KAREN J. CARNEVALE,
Clerk of the Township of West Orange

**TOWNSHIP COUNCIL OF THE TOWNSHIP OF WEST ORANGE
IN THE COUNTY OF ESSEX, NEW JERSEY**

**CERTIFICATE OF SUPPLEMENTAL DEBT STATEMENT
FOR BOND ORDINANCE**

I, the undersigned Clerk of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY, that the attached Supplemental Debt Statement was prepared, executed and sworn to by John Gross, the Chief Financial Officer of the Township, as of December 6, 2022, that such Supplemental Debt Statement was filed in my office on December 6, 2022 and with the Director of the Division of Local Government Services in the New Jersey Department of Community Affairs on _____, 2022.

**KAREN J. CARNEVALE,
Clerk of the Township of West Orange**

DOWN PAYMENT CERTIFICATE

I, the undersigned Chief Financial Officer of the Township of West Orange, in the County of Essex, State of New Jersey (the "Township"), DO HEREBY CERTIFY that prior to final adoption of the bond ordinance entitled,

"BOND ORDINANCE PROVIDING FOR VARIOUS 2022 CAPITAL IMPROVEMENTS, BY AND IN THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, STATE OF NEW JERSEY, APPROPRIATING \$9,448,104 THEREFOR AND AUTHORIZING THE ISSUANCE OF \$8,998,191 BONDS OR NOTES OF THE TOWNSHIP TO FINANCE PART OF THE COST THEREOF"

there was available as a down payment for the improvements or purposes authorized by said bond ordinance the amount of \$449,913, which amount was made available by virtue of an appropriation from the Township's Capital Improvement Fund for down payment or capital improvement purposes in a previously adopted budget or budgets of the Township.

IN WITNESS WHEREOF, I have hereunto set my hand on behalf of the Township as of this _____ day of _____, 2022.

JOHN GROSS,
Chief Financial Officer