

CONTRACT

THIS AGREEMENT, made this 8th day of March, 2013

by and between The State of New Jersey, herein called "owner," acting herein through its
(Corporate Name of Owner)

Division of Property Management and Construction, Deputy Director, and
(Title of Authorized Official)

KOWALSKI ROOFING INC.

(a corporation)

of 381 Lakeshore Drive, City of Brick, County of Ocean, and State of New Jersey hereinafter called
"Contractor". (FID# 222692382)

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CONTRACT PROJECT NO.: **C0927-00-CW01**
EMERGENCY REPAIR/REPLACEMENT
GYMNASIUM & MAINTENANCE SHOP
ALBERT C. WAGNER CORRECTIONAL FACILITY
BURLINGTON COUNTY, BORDENTOWN, NEW JERSEY

LUMP SUM BID\$65,380.51

- SPECIFICATIONS: N/A
- UNIT PRICES: N/A
- BULLETINS: N/A
- GEN.CONDITIONS: N/A
- DRAWINGS: N/A

*Refer to Page 3.

hereinafter called the project, for the sum of SIXTY-FIVE THOUSAND THREE HUNDRED EIGHTY Dollars AND FIFTY ONE CENT (\$65,380.51) and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract Specifications, and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendent, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplementary General Conditions and Special Conditions of the Contract Specifications, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by N/A, herein entitled the Architect/Engineer, all of which are made a part hereof and collectively evidence and constitute the contract.

The contractor hereby agrees to commence work under this contract on (See Notice to Proceed) and to fully complete the project within N/A consecutive calendar days thereafter. This is of the essence for the completion of this contract. The contractor further agrees to pay, as liquidated damages, the sum of N/A, for each consecutive calendar day thereafter as hereinafter provided in Article 8.6 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract Specification, and to make payments on account thereof as provided in Article 10 of the General Conditions.

"The Contractor shall comply with the provisions of Chapter 33, of Title 52 of the Revised Statutes (R.S. 52:33-1 et seq.) requiring that preference be given to the use of domestic materials or as same may be governed by Federal Law or Regulation".

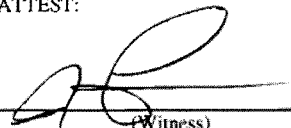
This contractor shall conform to all provisions of "Law Against Discrimination" (P.L.1975.c.,127) and as provided shall:

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

- a) 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 or sex. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following; employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the 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 or sex;
- c) The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment."

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

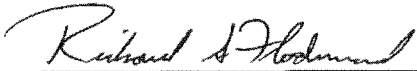
ATTEST:



(Witness)

By

**DIVISION OF PROPERTY MANAGEMENT
AND CONSTRUCTION**



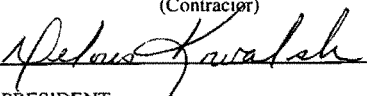
RICHARD S. FLODMAND
DEPUTY DIRECTOR
(Title)

(Affix Corporate Seal)



(Witness)

By

KOWALSKI ROOFING INC.
(Contractor)


PRESIDENT
(Title)

381 LAKESHORE DR., BRICK NJ 08723
(Address)

WARRANTY:

It is hereby certified and warranted by the undersigned contractor and by the undersigned principals or officers thereof, for said Contractor and for themselves, personally and individually, that no person has been employed to solicit or secure this Contract in violation of the provisions of Section 10, Chapter 48 of the Laws of 1954, N.J.S.A. 52:34-15, or in violation of any other laws of the State of New Jersey; and it is further warranted that all applicable laws and regulations shall be complied within the performance of this contract.

Please be advised, that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that partner's or shareholder's share of the payment due to the partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.

By signing this contract, I certify, pursuant to N.J.S.A. 52:34-12.2, that the entity for which I am authorized to bid:

has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the McBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

(Affix Corporate Seal)

		<u>KOWALSKI ROOFING INC.</u> (Contractor)
<u>Debra Harman</u> (Witness)	By	<u>Debra Kowalski</u> PRESIDENT (Title)
		<u>381 LAKESHORE DR., BRICK NJ 08723</u> (Address)

This contract conforms to the standard form approved by the Attorney General.

JEFFREY S. CHIESA
ATTORNEY GENERAL
OF NEW JERSEY

* Current Wage Rates dated N/A and are included as part of this contract.

"THE MINORITY PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS N/A% PER SKILLED CRAFT."

"THE FEMALE PERCENTAGE GOAL REQUIREMENT FOR THIS CONTRACT IS 6.9% PER SKILLED CRAFT."

"(The contract partner) shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request."

MANDATORY CONTRACT LANGUAGE
NOTICE OF ALL STATE VENDORS OF SET-OFF FOR STATE TAX

Please be advised that pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deductions which might be attributable to the taxpayer, partner, or shareholder subject to set-off under this Act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No request for conference, protest, or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c. 53:32-32 *et seq.*) to the taxpayer shall be stayed.

EXHIBIT B

(Revised April 2010)

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:

- a. 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.
- 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 he 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.
- 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. 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 Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.2. 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. 10:5-31 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 construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, 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 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 of 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 layoff 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 Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire 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.
 - (iii) 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 Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractors shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies..
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a women is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing with the reasons for the determination and maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Dept. of LWD, Construction EEO Monitoring Program 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 minority and women advanced trainees and trainees in numbers which result in the employment of advanced 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27)

ADDITIONAL MANDATORY CONSTRUCTION CONTRACT LANGUAGE

It is the policy of the State of NJ Department of the Treasury, Division of Property Management & Construction (DPMC), that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the DPMC, to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the DPMC's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the DPMC's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov/JobCentralNJ>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the DPMC with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the DPMC no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

AMERICANS WITH DISABILITIES ACTS
State Contract Language

Equal Opportunity for Individuals with Disabilities

The **CONTRACTORS** and the **STATE** do hereby agree that the provision of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et. seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the **STATE** pursuant to this contract, the **CONTRACTOR** agrees that the performance shall be in strict compliance with the Act. In the event that the **CONTRACTOR**, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the **CONTRACTOR** shall defend the **STATE** in any action or administrative proceeding commenced pursuant to this Act. The **CONTRACTOR** shall indemnify, protect, and save harmless the **STATE**, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The **CONTRACTOR** shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the **STATE's** grievance procedure, the **CONTRACTOR** agrees to abide by any decision of the **STATE** which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the **STATE** or if the **STATE** incurs any expense to cure a violation of the **ADA** which has been brought pursuant to its grievance procedure, the **CONTRACTOR** shall satisfy and discharge the same at its own expense.

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

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

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

732-477-4809

DPMC 20	FINAL CONTRACT ACCEPTANCE STATE OF NEW JERSEY - DPMC - BUREAU OF DESIGN & CONSTRUCTION	PROJECT NUMBER: → CO927	
PROJECT NAME & LOCATION: Upper + Lower Roof Replace.		CONTRACTOR NAME & LOCATION: Kowalski Roofing	
CLIENT AGENCY: DOC	TRADE: ROOFING	CONTRACT NUMBER:	
<p>1 CONTRACTOR CERTIFICATION & RELEASE: I certify, for the above noted contract, that (1) all work has been completed in accordance with contract plans, specifications and other contract documents including those submittals, changes, substitutions and/or credits approved in writing by DPMC; (2) all workmanship, quality and materials are hereby guaranteed as required by contract documents; and (3) the State of New Jersey is hereby released from all liabilities, obligations or claims under this contract.</p>			
CONTRACTOR	PRINT NAME: Wlodek Kowalski TITLE: President	COMPANY OFFICER SIGNATURE: <i>Wlodek Kowalski</i>	
		DATE: 1-28-13	
<p>2 A/E CERTIFICATION: I certify, for the above noted contract, that (1) the work has been completed in accordance with the intent of the contract plans, specifications and other contract documents including those submittals, changes, substitutions and/or credits approved in writing by DPMC; (2) I have attended the final inspection of the contract work; and (3) all contract close-out requirements (including but not limited to operating and maintenance manuals, warranties and as-built drawings) have been fulfilled and/or received, except as otherwise noted in an attachment.</p> <p style="text-align:right;"><input type="checkbox"/> Check here if attached</p> <p>Consultant's contract number and/or Work Order number: _____</p>			
ARCHITECT OR ENGINEER	COMPANY NAME:	PRINT NAME:	
		A/E SIGNATURE:	
		DATE:	
<p>3 PM CERTIFICATION: I certify, for the above noted contract, that (1) all work has been completed in accordance with contract plans, specification and other contract documents including those submittals, changes, substitutions and/or credits approved in writing by DPMC; (2) the final inspection of the contract work has been conducted; and (3) all close-out contract requirements (including but not limited to operating and maintenance manuals, warranties and as-built drawings) have been fulfilled and/or received, except as otherwise noted in an attachment.</p> <p style="text-align:right;"><input type="checkbox"/> Check here if attached.</p>			
PROJECT MANAGER	ORGANIZATION:	PRINT NAME:	
		PM SIGNATURE:	
		DATE:	
<p>4 CLIENT AGENCY ACCEPTANCE: For the above noted contract, this agency has attended the final inspection, or waived its rights of attendance, and accepts the work covered by the contract, except as otherwise noted in an attachment.</p> <p style="text-align:right;"><input type="checkbox"/> Check here if attached</p>			
CLIENT AGENCY REP.	ORGANIZATION: Doc	PRINT NAME: Joseph Sanders	
		CLIENT AGENCY SIGNATURE: <i>Joseph Sanders</i>	
		DATE: 2/6/13	
<p>5 RECOMMENDATION: I recommend final acceptance of the above noted contract and certify that (1) the contract has been completed in accordance with the contract plans, specifications and other documents including those submittals, changes, substitutions and/or credits approved in writing by the DPMC; (2) all changes, substitutions, and/or credits have been approved in writing in accordance with contract provisions and DPMC policy and procedure; and (3) the contract close-out requirements, as referenced above, including all issues related to liquidated damages, have been fulfilled and/or received, except as otherwise noted in an attachment. The certifications presented above, or in related attachments, are correct to the best of my knowledge. Further, if the client agency, referenced above, has refused or waived its rights of acceptance of the contract, or has qualified its acceptance in writing in any way, I nonetheless recommend final contract acceptance with comments and/or supplemental recommendations as attached.</p> <p style="text-align:right;"><input type="checkbox"/> Check here if attached</p>			
REGIONAL MANAGER	ORGANIZATION:	PRINT NAME:	
		REGIONAL MANAGER SIGNATURE:	
		DATE:	
CONTRACT DATES & INFORMATION			
AUDIT USE	Contract Date: _____	Contracts Closed-Out _____ of _____	Award Amount: \$ _____
	NTP Date: _____		Change Order: \$ _____
	Orig. Calendar Days: _____ Days	<input type="checkbox"/> Funds are available to pay final invoice	Final Cost: \$ _____
	Orig. Completion Date: _____		
	Approved EOT: _____ Days		
Substantial Completion Date: _____			
AUDITED		RECOMMENDED	
AUDITOR:		CONTRACT COMPLIANCE OFFICER:	
Signature _____ Date _____		Signature _____ Date _____	
		DEPUTY DIRECTOR, DPMC:	

ACCEPTED FOR THE STATE OF NEW JERSEY:

Signature _____ Date _____

DPMC-20 (12/03)

KOWALSKI ROOFING CORP.

C921

381 LAKESHORE DRIVE

BRICK, NJ 08723

Fax: 732-477-4809

(732) 477-3552
 (732) 477-9308
 (Ocean County)

(732) 774-9033
 (Monmouth County)

DATE 12/26/12

TO NJ DEPT. OF CORRECTIONS	JOB STORM DAMAGE
STREET PO BOX 863	STREET UPPER & LOWER ROOFS
CITY - STATE - ZIP TRENTON, NJ 08625	CITY - STATE - ZIP ALBERT C. WAGNER CORRECTIONS
PHONE MR. RAY ALBERT 609-498-4463	JOB PHONE

BILL FOR WORK COMPLETED

UPPER ROOF (60'x100')

- REMOVED DAMAGED/DISPLACED ROOFING FROM AREA.
- REPLACED DAMAGED 2" POLYISOCYANURATE INSULATION WITH NEW APPROX. 1952 SF.
- INSTALLED #75 FIBERGLASS BASE SHEET TO AREAS; MECHANICALLY FASTENED BASE UTILIZING FM APPROVED METAL SCREWS AND PLATES.
- REPLACED MISSING WOOD NAILERS AT EDGE OF ROOF APPROX. 60 LF.
- INSTALLED MODIFIED BITUMEN SYSTEM TO ROOF; APPROX. 60'x100'.
- REFLASHED EXISTING CURBING ON ROOF AREA.
- INSTALLED .040 ALUMINUM COUNTER FLASHINGS TO CURBING.
- SEALED TIE IN ON ROOF UTILIZING FIBERGLASS MEMBRANE AND FLASHING CEMENT.
- REINSTALLED LARGE VENTILATOR CURBS ON ROOF AT (4) LOCATIONS.

LOWER ROOF (33'x50')

- REMOVED ROOFING SYSTEM DOWN TO DECK.
- CLEANED AND PRIMED DECK UTILIZING ASPHALT PRIMER.
- RESECURED EXISTING WOOD NAILERS.
- RESECURED GUTTER.
- REINSTALLED LEADER PIPES TO WALL.
- INSTALLED MODIFIED BITUMEN SYSTEM TO ROOF.
- REFLASHED WALL AREA.
- CLEANED RELATED DEBRIS.

AMOUNT DUE FOR LABOR & MATERIALS: \$65,380.51

Contract Price	\$ 65,380	51
N. J. Tax		
Total Charges	65,380	51
Deposit Rec'd		
Balance Due	\$ 65,380	51

Date of Acceptance: _____

Signature _____

Robert Kowalski

Invoice No. ...#010113.....

Terms: 2% interest shall be applied to the unpaid balance after 30 days from the date of invoice.

1 DPMC Project/Contract Number
 C0927

DPMC INVOICE

2 Payee Invoice Number
 #010113

3 Invoice Period
 12/2012

4 Vendor Name, Street, City, State, Zip
 KOWALSKI ROOFING CORP.
 381 LAKE SHORE DR.
 BRICK, NJ 08723

7 Payee Declaration:
 I certify that the within invoice is correct in all its particulars, that the described goods or services have been furnished or rendered, and that no bonus has been given or received on account of said invoice.

5 Project
 UPPER AND LOWER ROOF REPLACEMENT
 ALBERT C. WAGNER CORRECTIONAL FACILITY

→ *Peter Kowalski*
 Payee Signature (original signature only - no stamps)
President 1-29-13
 Title Date Submitted

6 Payee Identification Number
 22-2692382

NJCFS DOC# - FOR STATE OF NEW JERSEY USE ONLY

- 8 Attachment Checklist: *Payee - See Instructions On Reverse Side*
- A. DPMC-11-2, Monthly Estimate For Partial Payment
 - B. DPMC-11-2a, Certification Of Prime Contractor
 - C. DPMC-11-2b, Certification of Subcontractor
 - D. Copy of Subcontractor Contract(s) (Attached or On File)
 - E. Copy of Subcontractor Invoice(s)
 - F. DPMC-11-3, Prime Contractor's Summary Of Stored Material
 - G. DPMC-11-3a, Agreement And Bill Of Sale Certification For Stored Material
 - H. Consent Of Surety
 - I. Certified Payroll Records (Attached Or On File)
 - J. AA-202, Monthly Project Workforce Report
 - K. DPMC-607, A/E Documentation Form
 - L. Project Progress Schedule
 - M. Other: _____

9 Payment Requested

	Adjusted Contract Amount <input type="checkbox"/>	\$ 65,380.51
	Total Value Of Work In Place/Complete <input type="checkbox"/>	\$ 65,380.51
Retainage <u>-0-</u> %	\$ -0-	
Net Total Previously Billed	+ \$ -0-	
	Total Deductions <input type="checkbox"/>	\$ -0-
	Net Payment Due This Period <input checked="" type="checkbox"/>	\$ 65,380.51

DATE RECEIVED FOR REVIEW:		FOR STATE OF NEW JERSEY USE ONLY		Certification By Fiscal Officer	
2/4/13 <small>(Invoice must be signed or rejected within 20 calendar days of this date)</small>	Certification By Contract Management I certify that this invoice complies with the contract, and that the required documentation is attached.			I certify that this invoice is correct. Payment is authorized.	
	<i>[Signature]</i> Signature	Signature		Authorized Signature	
	Title	Date 2/6/13	Title	Date	Date