

STATE OF NEW JERSEY
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

NOTICE TO PROCEED

Account #: 13-100-067-3620-250-7010—FED. Notice Date: 03 July 2013
Permit #: -----N/A----- Contract Date: 30 May 2013
Project #: HCM07 Start Date: (No Later Than) 20 July 2013
Completion Date: 18 November 2013

Vendor Identification #: [REDACTED]

To: Patriot Roofing, Inc.
2083 Jacksonville Jobstown Road
Jobstown, NJ 08041
(609) 723-6688

Project: Roof Replacement

Location: Field Maintenance Shop (FMS)
NJNG Armory, Cape May, NJ

POINTS OF CONTACT

Contract Administrator: Clifford W. Snedeker Jr. (609) 530-7120
Project Officer: Mirza Baig--(609) 530-7127
Construction Supervisor: Dean Arrighi-- (609) 530-7130
Contracting Officer's Representative:-----N/A-----

Upon receipt of this Notice to Proceed and the Project Contract, you are directed to notify the Project Officer **to coordinate a pre-construction meeting for proposed work schedules. The contractor is required to obtain all necessary permits prior to te start of work.** Additionally, no work shall begin until all required shop submittals have been approved. Project completion shall be accomplished on, or before, the date noted above.

Submittals for payment shall be in accordance with the conditions of the Contract documents and shall be submitted through the Contract Administrator on the Enclosed Forms.

Awarded the sum of \$448,969.00



EDWARD R. SAIN, P.E.
Contracting Officer

RESPONSIBILITY AND AUTHORITY

In order to prevent confusion in the Contractor's mind regarding the authority of the various people who may be in contact with the Contractor in the duration of the work program, the following instructions will be adhered to:

CONTRACTING OFFICER: The Contracting Officer and ONLY the Contracting Officer has the authority to make changes to the Contract which changes the conditions or value of the contract by addition or subtraction, and then only in writing. This means no work, time, or funds may be added to or eliminated from the contract, except by the Contracting Officer's written permission (Change Order). Any such change made by the contractor without the Contracting Officer's permission shall be the contractor's own responsibility and any claim for compensation will not be considered binding on the Contracting Officer or the State.

CONTRACTING OFFICER'S REPRESENTATIVE (COR): This person is appointed by the Contracting Officer to represent him on the project. This person has the same authorities under the contract as would the Contracting Officer, except this person may not make any changes which change the value or terms of the contract that would require a change order. The COR shall interpret the contract documents, resolve conflicts which may arise regarding means or methods to be utilized during the work, make changes in the work which does not require a change order. All orders by the COR must be given in writing, or if oral orders are required, followed up by a written field order. Problems which the COR cannot, or should not, be resolved by the COR shall be forwarded to the Contracting Officer for a decision. The COR may utilize field inspectors or other persons to assist in observations of the work.

ARCHITECTS AND ENGINEERS (NE'S): Persons assigned to the project from within the departments design staff, or from a consulting firm, are consultants to the Contracting Officer. They may make field observations, however, they may only interpret or issue orders for the work through the COR.

FIELD INSPECTORS: the Field Inspector will be present at the site of the work on a daily basis or as required. Field Inspectors assist the COR in observing the work in progress, and assist the contractor in completing the work, in accordance with the contract documents. If a conflict arises in the contract documents that can be construed as having more than one interpretation and is of a minor nature, the Field Inspector and the Contractor can resolve the problem, provided a written field order is provided and no change order is required. If a problem cannot be resolved between the contractor and Inspector, such problems shall be referred to the COR for determination.

ADMINISTRATIVE OFFICER: This person is responsible to the Contracting Officer for the processing and maintenance of all contract documents and record, including payments. The contractor may request assistance directly from this person as necessary to complete all administrative procedures. The Administrator shall coordinate with the COR as necessary.

LOCAL BUILDING AUTHORITY AND UTILITY OFFICIALS: Local Building Officials have no jurisdiction on state property. However, if the work requires the contractor to go beyond state property, the local authorities have jurisdiction and the contractor shall obtain all permits required for work off site, and conform to the local requirements. Utilities may or may not have jurisdiction on state property, the contractor should coordinate with the COR. **ONLY STATE CONSTRUCTION OFFICIALS HAVE JURISDICTION OVER THE WORK WHEN ON STATE PROPERTY.**

STATION COMMANDER: This person has primary responsibility for the security of the facilities. He/She must be consulted with relationship to the use and security of the facility. The COR shall coordinate this activity. The Chief Armorer or Chief Engineer shall represent the Station Commander as the case may be.

OTHER PERSONNEL: No other personnel shall be authorized access to the work, issue orders or directive, or give interpretation. Anyone not noted above or who may have written permission from the Contracting Officer may be on the site of the work. The contractor may demand such a person vacate the site, and if necessary cause the police to remove such persons. This is to insure that instructions or orders issued to the contractor come only from the Contracting Officer or his representative. Work performed due to orders from any other source shall be the responsibility of the contractor and no claim shall be considered valid for any work deriving from any such order.

AGREEMENT

STATE OF NEW JERSEY

DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

STANDARD FORM OF AGREEMENT FOR CONSTRUCTION CONTRACTS

BETWEEN

STATE AND CONTRACTOR

Where the Basis of
Payment is a

STIPULATED SUM OVER 37,500.00

This document has important legal considerations consultation with an attorney is encouraged

AGREEMENT

Project #: HCM07

PERMIT#: N/A

made this Thirtieth day of May in the year Two Thousand Thirteen

BETWEEN

the Contracting Officer of the Department of Military and Veterans Affairs, acting for and in the name and behalf of the State of New Jersey, hereinafter called the State and ----- John E. Reilley - President

hereinafter called the Contractor, (X) a professional corporation organized and existing under the State of New Jersey, () as a partnership consisting of, or () an individual trading as: ("x" preceding and insert name and address of Construction Firm, include county and zip)
Patriot Roofing Inc. 2083 Jacksonville Jobstown Road, Jobstown, NJ 08041
(609) 723-6688

The State and the Contractor agree as set forth below:

PROJECT NAME: Roof Replacement

LOCATION: Field Maintenance Shop (FMS)
NJNG Armory, Cape May, NJ

AGREEMENT

ARTICLE 1
THE WORK

The contractor shall perform all work required by the Contract Document for:
(Insert the caption descriptive of the work as used on other Contract Document)
Roof Replacement at the FMS Shop, NJNG Armory, Cape May, New Jersey

ARTICLE 2
PROJECT DATA

Funding Issuing Office: Treasurer, State of NJ (X), NGB (), or TO FOLLOW _____ (OTHER)

Contract Account Number (fill in state or federal)

State Number: N/A

Federal Number: 10070-13-100-067-3620-250-7014

Contractors Federal Identification Number: 22-3101723

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

The work to be performed under this CONTRACT shall be commenced within fourteen (14) calendar days (weather permitting) after receipt of a Notice to Proceed and shall be completed within (insert days in writing and figure) calendar days thereafter. One Hundred Twenty Days (120)

ARTICLE 4
CONTRACT SUM

The state shall pay the CONTRACTOR for the performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, in current funds, the CONTRACT Sum of (Insert here the lump sum amount, unit prices or both as desired) Four Hundred Forty Eight Thousand Nine Hundred Sixty Nine Thousand. (\$448,969.00)

ARTICLE 5
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Contracting Officer by the CONTRACTOR and Certificates for Payment issued by the Contracting Officer, the State shall make progress payments on account of the Contract Sum to the CONTRACTOR in accordance with the Conditions of the CONTRACT, except as herein stated.

AGREEMENT

ARTICLE 6
FINAL PAYMENT

The State shall make final payment due thirty (30) days after completion of the Work, provided the CONTRACT be then fully performed, subject to the provisions of the General Conditions and receipt of valid close-out documents.

ARTICLE 7
CONTRACT DOCUMENTS

7.1 The CONTRACT Documents consist of this Agreement, the General Conditions, Supplementary and other Conditions, the Drawings, the Specifications and other documentation included in the Project Manual, all Addenda issued prior to the execution of this Agreement, all amendments or modifications issued subsequent thereto, Change Orders and written interpretations of the CONTRACT Documents issued by the Contracting Officer. These form the CONTRACT and what is required by any one shall be as binding as if required by all. The intention of the CONTRACT Documents is to include all labor, materials, equipment and other items as provided in Paragraph 11.2 of the General Conditions necessary for the proper execution and completion of the Work and the terms and conditions of payment therefore and also to include all Work which may be reasonably inferable from the CONTRACT Documents as being necessary to produce the intended results.

7.2 The CONTRACT Documents shall be signed in not less than Quadruplicate by the State and the Contractor. If either the State or the CONTRACTOR do not sign the Drawings, Project Manual or any of the other CONTRACT Documents, the Contracting Officer shall identify them. By executing the CONTRACT, the CONTRACTOR represents that he has visited the site and familiarized himself/herself with the local conditions under which the Work is to be performed.

7.3 The term Work as used in the Contract Documents includes all labor necessary to produce the design and construction required by the CONTRACT Documents and all materials and equipment incorporated or to be incorporated in such construction.

7.4 Enumerate CONTRACT Document Below: (List below the Supplemental Conditions and other Conditions, Drawings, Addends and accepts Alternates, showing page or sheet numbers in all cases and dates where applicable).

AS PER THE BID DOCUMENTS FOR THE Roof Replacement, FMS NJNG Armory, Cape May, NJ
(Fill in the project name and location)

AGREEMENT

IN WITNESS WHEREOF:

The parties to these presents have executed this Agreement in three (3) counter-parts, each of which shall be deemed an original, in the year and date first above mentioned.

ATTEST:

Subscribed and sworn to before me this 3rd.

Day of July 2013

Notary Public of: New Jersey ANNE L. AMATO

My Commission Expires: Notary Public of New Jersey My Commission Expires March 10, 2014

Anne L. Amato (Notary Seal) (Notary Public Signature)

Anne L. Amato

ATTEST:

Subscribed and sworn to before me this

11th day of June 2013

Notary Public of: New Jersey

My Commission Expires June 8, 2015

(Notary Seal)

Kristen M. Dupuis (Notary Public Signature)

(Corporation Seal)

(Signature of Corporation Secretary)

ATTORNEY GENERAL OF NEW JERSEY

The aforementioned agreement has been reviewed and approved as to form.

By: [Signature] DEPUTY ATTORNEY GENERAL

Date: 1 July 2013

[Signature]

(Contracting Officer Signature)

Edward R. Sain CONTRACTING OFFICER STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS

[Signature] (Signature)

Patriot Roofing, Inc. (Type Name of Firm)

John E. Reilley (Name of Authorized Representative)

President (Title)

2083 Jacksonville Jobstown Road (Address)

Jobstown, NJ 08041 (City) (State) (Zip Code)

(609) 723-6688 (609) 723-6867 Telephone number Fax number

FEDERAL FUNDING CERTIFICATION

The following is applicable to Federally Supported Contractors only. I certify that there are appropriated funds sufficient to pay the Federal share of this Contract as Certified by the State Officer making same.

By: U.S.P. & F.O For New Jersey

Date: