

TOWNSHIP OF PEQUANNOCK
MORRIS COUNTY, NEW JERSEY

SENIOR HOUSE ROOF REPLACEMENT PROJECT

SCHEDULE OF PRICES

Roof Replacement (as defined in the Scope of Work)

Amount in Numbers: \$ 20,711.⁰⁰

Amount in Words: \$ Twenty Thousand Seven Hundred Eleven

Frank Cyrwys Pres
Individual Name of Firm or Title

Frank Cyrwys 4/21/21
Signature Date

Has the undersigned bidder, or has any person, firm, corporation or partnership having an interest in the undersigned bidder, ever been listed or barred from the performance of public work by any department or agency of the State of New Jersey by reason of the violation of any law, rule or regulation of the State?

No Yes

If yes, state full details including the dates of all occurrences

The undersigned Bidder is a ^{partnership}~~corporation~~ under the laws
individual

of the State of NJ having its principal office at **FRANK CYRWUS INC.
227 HAMBURG TPKE. UNIT 8
POMPTON LAKES NJ 07442**

with a telephone number of (973) 857 5014, and a fax number of (862) 330 3082 for purposes of receiving telephone communications in connection with the performance of the Contract.

**FRANK CYRWUS INC.
227 HAMBURG TPKE. UNIT 8
POMPTON LAKES NJ 07442**

Frank Cyrus
Name of Bidder
FRANK CYRWUS

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name: Morris

State: Governor, and Legislative Leadership Committees

Legislative District #s: 40

State Senator and two members of the General Assembly per district: Senator Kristen Corrado, Assemblyman Kevin J. Rooney, and Assemblyman Christopher DePhillips

County: Morris

Freeholders: Deborah Smith, Stephen Shaw, Douglas Cabana, Kathryn DeFillipo, John Krickus, Thomas Mastrangelo, Tayfun Selen

County Clerk: Ann Grossi Sheriff: James Gannon

Surrogate: Heather Darling

Municipalities (Mayor and members of governing body, regardless of title):

Ryan Herd, Kyle Russell, Richard Phelan, Melissa Florance-Lynch, David Kohle

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

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

OR


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

Check the box that represents the type of business organization:

- Partnership Corporation Sole Proprietorship
 Limited Partnership Limited Liability Corporation Limited Liability Partnership
 Subchapter S Corporation

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

Stockholders:

Name: Frank Cyrwus	Name:
Home Address: 47 Old Beaver Run Rd Lafayette NJ 07848	Home Address:
Name: Bozena Cyrwus	Name:
Home Address: SAME	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this <u>21</u> day of <u>April</u> , 2021	<u>Frank Cyrwus</u> (Affiant)
(Notary Public) 	<u>Frank Cyrwus Pres.</u> (Print name & title of affiant)
My Commission expires: <u>Nov 30 2025</u>	(Corporate Seal)

JOHN BREGMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 30, 2025

AFFIRMATIVE ACTION AFFIDAVIT

State of New Jersey

County of Passaic

SS:

I, Frank Cyrus of the (City, Town, Borough) of Lafayette in the County of Passaic, State of NJ, of full age being duly sworn according to law on my oath depose and say that:

1. I am (President, partner, owner, member) of the firm of Frank Cyrus Inc a contractor of the State of New Jersey, County of Morris, Township of Pequannock.

2. I am familiar with the affirmative action requirements of P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey, pursuant thereto.

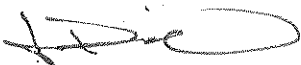
3. Frank Cyrus Inc has complied with all the affirmative action requirements of the State of New Jersey, including those required by P.L. 1975, c. 127 and rules and regulations issued by the Treasurer, State of New Jersey pursuant thereto.

4. I am aware that if Frank Cyrus Inc does not comply with P.L. 1975, c. 127 and rules and regulations issued pursuant thereto, that no monies will be paid by the State of New Jersey, County of Morris, Township of Pequannock, until an affirmative action plan is approved. I am also aware that the contract may be terminated and that Frank Cyrus Inc may be debarred from all public contracts for a period of up to five (5) years.

5. I am aware that Frank Cyrus Inc is required to submit one of the following three documents to the Township of Pequannock along with the signed contract for goods or services: 1) a copy of a letter from the Office of Federal Contract Compliance Programs evidencing federal affirmative action plan approval; 2) a copy of a Certificate of Employee Information Report issued by the State of New Jersey; or 3) a completed Initial Affirmative Action Employee Information Report (Form AA302).

6. If I am submitting an Initial Affirmative Action Employee Information Report (Form AA302), in compliance with paragraph 5 above, I do hereby certify that I have never before applied for a certificate of employee information report in accordance with rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time; and I agree to submit immediately to the Division a Copy of the Employee Information Report.

Subscribed and Sworn to
Before me this 21 day
of April 2016.



Frank Cyrus
Signature of Authorized Representative

Frank Cyrus

JOHN BREGMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 30, 2025

AFFIRMATIVE ACTION PROGRAM INFORMATION

The undersigned furnished the following information for purposes of compliance with the requirements of the State of New Jersey for an Affirmative Action Program:

The undersigned is operating under a Federally approved or sanctioned Affirmative Action Program.

Yes _____ No _____

The undersigned has less than more than _____ fifty (50) employees.

FRANK CYRWUS INC.
227 HAMBURG TPKE. UNIT 8
POMPTON LAKES NJ 07442

Frank Cyrwus
Name of Bidder
Frank Cyrwus

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq., 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 take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated

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

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and

experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

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

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

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

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

RECORD OF RECENT CONTRACT AWARDS

Give full information about all of your contracts; of similar size or larger; whether private or government contracts; whether prime or sub-contracts; whether in progress or awarded but not yet begun.

PROJECT TITLE:

See Attached

Location:

Description:

\$ Value:

Date Started:

Date Completed:

Owner:

Address:

Telephone Number:

Architect/Engineer

Architect/Engineer Telephone Number

PROJECT TITLE:

Location:

Description:

REFERENCES FOR FRANK SYRNAS INC

- ① County of WARREN - 2019
Mosquito and weights/measures Bldg
OXFORD NJ
contract Amount 66,711. Timberline Asphalt Shingles
cont Architect WALLY HARRIS 732-393-5622
- ② JANE'S U.M. Church - 2019
Chester town MD
contract Amount 154,711 Slate Roof Replacement
contact Architect BARTON ROSS 973 818 4749
- ③ Great Neck School District Great Neck NY
 - (A) North High School - 2018
contract 325,000 slate roof and copper GUTTER linings
contact Steve Challis - Bldg/Grounds supervisor 631-559 2542
 - (B) Valley Elementary School - 2015
Slate Roof Replacement
contact Steve Challis - SEE ABOVE
 - (C) Phipps Administration Bldg 2017
contract 144,000 slate roof and cornice Replacement
contact Steve Challis - SEE ABOVE
- ④ Short Hills Train Station EASTbound 2020 Westbound - 2016
contract Amount 2020-323,711 2016-114,711 Ludowici tile Replacement
contact Architect BARTON ROSS 973 818 4749

9/28/20 4/5/21

CURRENT PROJECTS

Rhinebeck NY schools - MS/HS + Livingston E.S.
contract Amount 538,711 Shingle Roof, soffits + Facias
Amount complete 90%
Completion date 10/15/20

Ewing Lawrence Sewerage Authority
4 Bldgs Roofing
contract Amount 356,210 Cold Applied Modified Bitumen
Amount complete ~~87%~~ 100%
Completion Date 10/30/20

Marple Township Police HQ Roof
contract Amount 398,711 Cold Applied Modified Bitumen
Amount Complete 100%
Completion Date Nov. 30, 2020

Marlboro Free Library
contract amount 197,210 TPO single ply
Amount complete 100%

Seaside Heights New Carousel Building
contract amount 98,000 Shingle Roof
Amount complete 50% 100%

SECTION 3 REQUIREMENTS FOR PROJECTS OVER \$100,000

§135.38 Section 3 clause.

All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 460e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I HAVE READ AND UNDERSTOOD THE SECTION 3 CLAUSE AS STATED IN THE 24 CFR PART 135

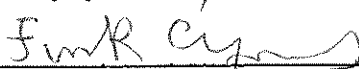
Frank Cyrwus
NAME

Frank Cyrwus
SIGNATURE

4/21/21
DATE

**CONTRACTOR'S SECTION 3
ACTION PLAN FOR BUSINESS UTILIZATION**

- A. The Contractor shall utilize, to the maximum extent feasible, eligible Section 3 Business Concerns located in the County of Morris in contracting for work to be performed in connection with the completion of the contract. Eligible Section 3 businesses are those which qualify as 'small' under the Small Business Administration size standards and which are socially and economically disadvantaged.
- B. The Contractor has established a goal of 30% (Minimum Goal) of the total contract amount which he expects to award to eligible Section 3 business concerns. Table I, Business Utilization Table, sets forth the classification of subcontracts, the estimate of each subcontractor dollar amount, whether a Section 3 business is intended to be utilized and the dollar amount of proposed subcontracts to Section 3 businesses.
- C. To achieve the goal specified in paragraph "B", the Contractor shall:
1. Make full use of minority business listings made available by the Morris County.
 2. Take steps to insure that subcontracts which are typically let on a negotiated rather than a bid basis are also let on a negotiated basis, whenever feasible.
 3. Where competitive bids are solicited, include as part of the bid documents the Contractor's goals for Section 3 as it related to the work for which bids are being solicited, require each bidder to submit their Utilization Goals and Affirmative Action Plan for achieving Section 3 Business Utilization.
 4. Insert the Section 3 contract language required by 24 CFR 135.38 in all subcontracts; and require to be executed by the subcontractor a certification of compliance with Section 3, similar to the Contractor's Certification of Compliance, Form S3-4, and an Affirmative Action Plan for Business Utilization, Form S3-4.
- D. The Contractor will report the results of the affirmative efforts and undertakings per paragraph A, B, and C above, including the efforts of its subcontractors at the conclusion of the project.



Signature / Contractor *FRANK CYRWS*

4/21/21

Date

Approved / County of Morris

Date



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: FRANK CYRWUS INCORPORATED

Trade Name:

Address: 271 RTE 46 WEST STE H 109
FAIRFIELD, NJ 07004-2496

Certificate Number: 0567397

Effective Date: October 22, 1990

Date of Issuance: June 18, 2019

For Office Use Only:

20190618164630922

Registration Date: 02/10/2021
Expiration Date: 02/09/2022

Certificate Number
611460



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:

Frank Cynwus Inc
2021

Responsible Representative(s):
Frank Cynwus, President

Responsible Representative(s):
Bozena Cynwus, Secretary


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

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

NON TRANSFERABLE

The Ohio Casualty Insurance Company

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned,

Frank Cyrwus, Inc.
227 Hamburg Tpke. Unit 8
Pompton Lakes NJ 07442

and The Ohio Casualty Insurance Company 175 Berkeley Street Boston MA 02116 as Principal,
the State of NH, as Surety, are held and firmly bound unto a corporation of

Township of Pequannock
530 Newark Pompton Turnpike
Pompton Plains NJ 07444

as Obligee,

in the penal sum of **Ten Percent (10%) Of The Amount Bid Not To Exceed Twenty Thousand** Dollars,
for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors,
administrators, successors, and assigns.

Signed this 15th day of April, 2021 .

The condition of the above obligation is such that whereas the Principal has submitted to the above Obligee, a certain
bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for

Senior House Roof Replacement

NOW, THEREFORE,

- (a) If said bid shall be rejected, or in the alternate
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, property completed in accordance with said bid, and shall furnish a bond for the faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid;

THEN, THIS OBLIGATION SHALL BE VOID, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

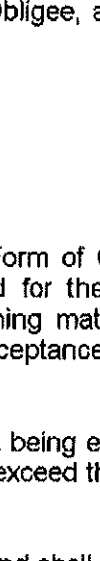
The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extensions of time within which the said bid may be accepted; and said Surety does hereby waive notice of any such extension.

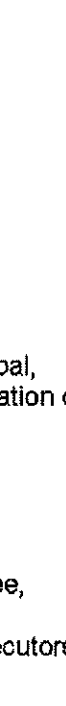
IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Signed, sealed and delivered
in the presence of:



William Scrivens Witness

Frank Cyrwus, Inc. _____ Principal
By  _____ Title
Frank Cyrwus President



John E. True, Attest

The Ohio Casualty Insurance Company
By  _____, Attorney-in-Fact
William J. Paterno

CONSENT OF SURETY

The Ohio Casualty Insurance Company

duly qualified to transact business

in the State of NJ hereby agrees that if Frank Cyrwus, Inc.

(Here insert name of Bidder)

is the successful Bidder for Senior House Roof Replacement

(Here describe contract work)

it as surety, will provide the Bidder with bonds in such sum as is required in the advertisement or in the specifications.

Signed, sealed and dated this 15th day of April, 2021.

The Ohio Casualty Insurance Company

By 

Attorney in Fact
William J. Paterno



SURETY DISCLOSURE STATEMENT AND CERTIFICATION
pursuant to N.J.S.A. 2A:44-143

THE OHIO CASUALTY INSURANCE COMPANY, (hereinafter called "Surety"), the Surety on the attached bond, hereby certifies the following:

- 1) The Surety meets the applicable surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2) The surplus of The Ohio Casualty Insurance Company as determined in accordance with the applicable laws of this State, totals \$1,830,406,639.00 as of the calendar year ended December 31, 2018, which amount has been certified by Ernst & Young LLP, 200 Clarendon Street, Boston, Massachusetts, 02116, and is included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.
3) The Ohio Casualty Insurance Company has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. Section 9305, with an underwriting limitation established therein on July 1, 2019 in the amount of \$172,415,000.00.
4) The amount of the bond to which this statement and certification is attached is \$Ten percent of the amount bid, not to exceed \$20,000
5) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under Item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in Item (3) above, then for each such contract of reinsurance:

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

Table with 3 columns: Reinsurer, Address, Amount. Content: (Not Applicable) and;

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

CERTIFICATE

I, David M. Carey, as Assistant Secretary for The Ohio Casualty Insurance Company, a stock insurance company domiciled in New Hampshire, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me on behalf of The Ohio Casualty Insurance Company are true, and ACKNOWLEDGE that, if any of those statements made by me on behalf of The Ohio Casualty Insurance Company are false, this bond is VOIDABLE.

THE OHIO CASUALTY INSURANCE COMPANY
By: [Signature]
David M. Carey, Assistant Secretary

Dated: April 15, 2021



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200481-976946

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, William J. Paterno

all of the city of Tinton Falls state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of APRIL, 2021



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



THE OHIO CASUALTY INSURANCE COMPANY
 FINANCIAL STATEMENT — DECEMBER 31, 2019

Assets		Liabilities	
Cash and Bank Deposits	(\$3,063,860)	Unearned Premiums	\$1,281,143,437
*Bonds — U.S Government	1,006,099,793	Reserve for Claims and Claims Expense.....	3,445,256,612
*Other Bonds.....	3,994,316,104	Funds Held Under Reinsurance Treaties	0
*Stocks.....	192,977,450	Reserve for Dividends to Policyholders	183,012
Real Estate	0	Additional Statutory Reserve	0
Agents' Balances or Uncollected Premiums.....	762,342,997	Reserve for Commissions, Taxes and	
Accrued Interest and Rents	33,878,311	Other Liabilities.....	196,783,603
Other Admitted Assets.....	919,548,302	Total.....	\$4,923,366,664
		Special Surplus Funds	\$ 5,242,951
		Capital Stock	4,500,000
		Paid in Surplus	738,183,897
		Unassigned Surplus	1,234,805,586
		Surplus to Policyholders	1,982,732,434
Total Admitted Assets.....	<u>\$6,906,099,097</u>	Total Liabilities and Surplus	<u>\$6,906,099,098</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
 The foregoing financial information is taken from The Ohio Casualty Insurance Company's financial statement filed with the state of Ohio Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of The Ohio Casualty Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2019, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 27th day of March, 2020.

T. Mikolajewski

Assistant Secretary

Individual Acknowledgement

State of _____ } ss.
County of _____ }

On this _____ day of _____, 20____, before me personally came

_____ to me known, and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that he executed the same.

My commission expires _____ Notary Public

Firm Acknowledgement

State of _____ } ss.
County of _____ }

On this _____ day of _____, 20____, before me personally came

_____ to me known and known to me

to be a member of the firm of _____ described in and who executed the foregoing instrument, and he thereupon acknowledged to me that he executed the same as and for the act and deed of said firm.

My commission expires _____ Notary Public

Corporation Acknowledgement

State of NS } ss.
County of PASSAIC }

On this 21 day of APRIL, 2021, before me personally came

FRANK CIRWUS to me known,

who being by me duly sworn, did depose and say that he is the PRES-

FRANK CIRWUS INC of _____ the corporation described in and which executed the above instrument; that he knows the seat of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

My commission expires NOV 30, 2025 _____ Notary Public

JOHN BREGMAN
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES NOV. 30, 2025

Surety Acknowledgement

State of New Jersey } ss.
County of Monmouth }

On this 15th day of APRIL, 2021, before me personally came

William J. Paterno to me known, who, being by me duly sworn, did depose and say that

he is attorney-in-fact of The Ohio Casualty Insurance Company the corporation described in and which executed the above instrument; that he knows the corporate seat of said corporation; that the seal affixed to the within instrument is such corporate seal, and that he signed the said instrument and affixed the said seal as Attorney-In-Fact by authority of the Board of Directors of said corporation and by authority of this office under the Standing Resolutions thereof.

Carol A. McTarsney
Notary Public
Carol A. McTarsney

TOWNSHIP OF PEQUANNOCK
MORRIS COUNTY, NEW JERSEY

SENIOR HOUSE ROOF REPLACEMENT PROJECT

PROPOSAL

TO TOWNSHIP OF PEQUANNOCK

The undersigned declares that he has carefully examined the enclosed documents and the site of the work and that he will provide all the necessary materials, labor, tools and equipment and all else necessary therefore and incidental thereto, complete in place, for the prices hereinafter quoted. The undersigned further declares that he understands the scope of work and will complete the work within the prescribed time.

It is understood that the quantities stated in this SCHEDULE OF PRICES for the various items are estimates only and may be increased or decreased to any amount, unless otherwise provided for in the Specifications.

**FRANK CYRWUS INC.
227 HAMBURG TPKE. UNIT 8
POMPTON LAKES NJ 07442**

Name of Bidder