

**SOUTH ORANGE VILLAGE**  
**Municipal Offices**  
76 South Orange Ave  
Suite 302  
South Orange  
Essex County  
New Jersey 07079

www.southorange.org  
P 973.378.7715  
F 973.763.0987



## **RESOLUTION #2021-267**

**September 27, 2021**

**RESOLUTION AUTHORIZING CHANGE ORDER #10 - FOR FRANKOSKI CONSTRUCTION COMPANY FOR INCREASE TO PROVIDE ADDITIONAL LABOR, MATERIALS AND/OR EQUIPMENT TO INSTALL PLYWOOD SHEATHING AT LOCATIONS WHERE SHEATHING DOES NOT EXIST. INCLUDES ADDITIONAL LABOR AND DISPOSAL ASSOCIATED WITH REMOVAL OF MULTIPLE LAYERS OF EXISTING ROOF SYSTEM. WILL BE PERFORMED ON A TIME AND MATERIALS BASIS ON A NOT TO EXCEED INCREASE OF \$73,650.95 TO THE ORIGINAL CONTRACT AMOUNT**

WHEREAS, the Board of Trustees of the Township of South Orange Village (the "Village") adopted Resolution #2020-241 at its Regular Meeting on October 12, 2020, awarding the project to Frankoski Construction Company in the amount of \$9,867,340; and

WHEREAS, the need for Structural Revisions for the existing structure have been discovered during construction; and

WHEREAS, the Architect and the Construction Manager for the project recommend moving forward with the structural revisions to the existing building based on the proposal provided by the contractor; and

WHEREAS, Change Order #1 in the amount of \$11,503.00 has been approved; and

WHEREAS, Change Order #2 in the amount of \$277,631.21 has been approved; and

WHEREAS, Change Order #3 in the amount of \$43,280.15 has been approved; and

WHEREAS, Change Order #4 in the amount of \$8,905.00 has been approved; and

WHEREAS, Change Order #5 in the amount of \$21,098.00 has been approved; and

WHEREAS, Change Order #6 in the amount of \$35,730.00 has been approved; and



WHEREAS, Change Order #7 in the amount of \$28,941.07 has been approved; and

WHEREAS, Change Order #8 in the amount of \$3,590.00 has been approved; and

WHEREAS, Change Order #9 in the amount of \$9867.34 has been approved; and

WHEREAS, Change Order #10 represents a 0.0074 increase to the original contract; and

WHEREAS, the new contract amount is \$10,561,639.87;

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of the Township of South Orange Village that Resolution #2021- be adopted by the Board of Trustees on September 27, 2021, to reflect a net increase of \$73,650.95.

#### CERTIFICATION OF AVAILABLE FUNDS

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:34-5.1 et seq. and any other applicable requirement, I, Gregory Bock, Village Treasurer of the Township of South Orange Village, have ascertained that there are available sufficient uncommitted funds in the line item specified below to award the contract specified in the above resolution, in the amount specified below. I further certify that I will encumber these funds upon the passage of this resolution.

<u>04-2150-19-0208-000</u>	<u>Board/Community Center</u>	<u>NET \$ 73,650.95</u>
Line Item	Description	Amount
<u>GB</u>		<u>9/27/21</u>
Gregory Bock, Village Treasurer		Date



Trustee Member	Motion	Second	Ayes	Nays	Abstain	Absent
Brown			X			
Coallier						X
Haskins			X			
Hartshorn Hilton			X			
Jones		X	X			
Zuckerman	X		X			

**CERTIFICATION**

I, Ojetti E. Davis, Acting Village Clerk of the Township of South Orange Village, County of Essex, State of New Jersey, do hereby certify that this is a true and correct copy of the Resolution adopted by the Board of Trustees at their regular meeting held on Monday, September 27, 2021.

Ojetti E. Davis  
Acting Village Clerk

# ShapiroCM

## MEMORANDUM

**To:** The Biber Partnership

**From:** Jay Shapiro and Associates, Inc.

**Date:** September 20, 2021

**Reference:** The Baird Community Center – Additions and Renovations,  
Project - South Orange, NJ

**Subject:** Frankoski Construction PCO#14/CO#10  
Roof Sheathing in areas where there is no existing sheathing

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Jay Shapiro and Associates, Inc. (ShapiroCM) is in receipt of Proposed Change Order PCO #14 for the cost increase to furnish and install sheathing on areas of the roof that do not currently have sheathing in the amount of \$73,650.95 from Frankoski Construction Company on the above referenced project. This work is to proceed on a time and materials basis and not to exceed this total cost. ShapiroCM has reviewed the PCO and finds no issues and recommends that it be added to the contract for construction.

Please proceed to issue a Change Order Form for submission of all documents to the Township of South Orange.

Thanks,

*Bob*

Robert C. Chandler, AIA, LEED AP  
Project Manager – Shapiro CM  
609-306-1895 mobile

# ShapiroCM

FRANKOSKI CONSTRUCTION COMPANY  
Baird Community Center Additions and Renovations

**PROPOSED CHANGE ORDER #14R1**

DATE: 9/17/2021  
TO: The Biber Partnership / Lauren Mitchell  
FROM: Greg Frankoski  
REGARDING: BCCAR: PCO 14R1

This change order covers the cost of additional labor, materials and/or equipment to install new 5/8" cdx plywood sheathing at the locations highlighted on the attached drawing A4.1 where roof sheathing currently does not exist. This includes the additional labor and disposal associated with the removal of the multiple layers of existing roof system down to the roof joists and preparation of the same necessary to install the new sheathing. This work will be performed as time and materials not to exceed the total cost listed below. All other work remains per base contract with modifications, if any. Price is as follows.

Demolition/Substrate Preparation	
1 Foreman 32 hours @ \$97.27/hr	\$3,112.64
3 Journeyman 32 hours ea. @ \$91.16/hr	\$8,751.36
Credit on Contract Demolition:	
1 Foreman 8 hours @ \$97.27/hr	(\$778.16)
5 Journeyman 8 hours ea. @ \$91.16/hr	(\$3,646.40)
Disposal: 1 Additional Dumpster	\$750.00
Sheathing Material: 210 sheets of 5/8" CDX plywood	\$6,531.00
Sheathing Installation:	
1 Foreman 96 hours @ \$130.69/hr	\$12,546.24
3 Journeyman 96 hours ea. @ \$113.76/hr	\$32,762.88
Equipment Rental:	
1 Aerial Lift for 1 week	\$1,298.00
1 Lull for 1 week	\$2,515.00
Misc. Fasteners, Lumber, Accessories	\$1,000.00
Subtotal:	\$64,842.56
FCC Management: 8 Hours @ \$100.00/hr	\$800.00
Subtotal:	\$65,642.56

FRANKOSKI CONSTRUCTION COMPANY  
Baird Community Center Additions and Renovations

FCC Overhead & Profit:	\$6,564.26
Subtotal:	\$72,206.82
Bond Fee:	\$1,444.13
Total:	\$73,650.95

The work associated with this PCO adds 0 days to the project schedule. This proposal is valid for thirty days and assumes work described to be performed during current mobilization. If this is acceptable, please issue a change order and distribute for signatures.

Thanks,

Greg Frankoski, Project Executive

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Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

QUOTE



R.A. No. 53728709

Page 1 of 2

BRANCH: 167	BILL TO CUSTOMER: 0925746	SHIPPING ADDRESS
HERC NEWARK 67-85 DOREMUS AVENUE NEWARK, NJ 07105 973-589-7540	FRANKOSKI CONSTRUCTION CO 314 DODD ST EAST ORANGE, NJ 07017-1735	BAIRD COMMUNITY CENTER 5 MEAD ST SOUTH ORANGE, NJ 07079  973-932-6436

DESCRIPTION/CHARGES								
<b>EST START:</b> 10/04/21 9:00		<b>EST RETURN:</b> 10/11/21 9:00		DROP DATE: _____				
SHIPPED BY:		ORDERED BY: RAY FIORE		DROP TIME: _____				
ORDER DATE: 9/01/21		SALESPERSON: 804		SALES COORDINATOR:				
PO# / JOB#:		/ BAIRD COMMUNITY		<b>Rates subject to availability</b>				
Qty	Equipment #	Hrs/Min	Hour	Day	Week	4 Week	Amount	
1	BOOM ARTICULATED 60FT JIB 4WD DSL 4103200	8 / 548.00	91.33	548.00	1298.00	2320.00	1298.00	
	EMISSIONS & ENV SURCHARGE EMISSIONS						25.70	
1	TELEHANDLER 12000LB 55-56FT LIFT CAB 4601085	8 / 743.00	123.83	743.00	2515.00	4438.00	2515.00	
	***6 foot forks*** EMISSIONS & ENV SURCHARGE EMISSIONS						49.80	
<b>SALES ITEMS:</b>								
Qty	Item number	Unit	Price					
1	TRANS SRVC SURCHARGE 3710000001 - TRANS SERVICE SURCHARGE		40.000					40.00
1	TRANS SRVC SURCHARGE 3710000001 - TRANS SERVICE SURCHARGE		40.000					40.00
DELIVERY CHARGE							250.00	
PICKUP CHARGE							250.00	
Sub-total:							4468.50	
Rental Protection Plan:							571.95	
Tax:							333.92	
Total:							5374.37	
Taxable Sub-total:		5040.45						

For GREAT DEALS on USED EQUIPMENT - visit us on-line at [HercRentals.com](http://HercRentals.com)

**CAREFULLY READ THE TERMS AND CONDITIONS  
THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE**

THE EQUIPMENT (DEFINED BELOW) IS RENTED BY HERC RENTALS INC. (HERC) TO THE CUSTOMER PURSUANT TO THE TERMS AND CONDITIONS ON THE FRONT AND BACK HEREOF. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME, INCLUDING THE TERMS IMMEDIATELY BELOW.

NOTWITHSTANDING PAYMENT OF THE RPP FEE, CUSTOMER IS LIABLE FOR ALL DAMAGES TO THE EQUIPMENT, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC, CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF THE TERMS AND CONDITIONS HEREOF, OR IN VIOLATION OF THE RENTAL PROTECTION PLAN GUIDE.

PARAGRAPH 12 ON THE REVERSE SIDE OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT. CUSTOMER REPRESENTS THAT CUSTOMER HAS FULLY INSPECTED THE EQUIPMENT AND THAT EXCEPT FOR ANY ISSUES UNDER SECTION 12 HEREOF SAME IS IN GOOD CONDITION AND REPAIR AND THAT CUSTOMER IS LIABLE FOR ALL VIOLATIONS OF LAW ARISING OUT OF CUSTOMER'S USE, POSSESSION OR OPERATION OF THE EQUIPMENT.

PLEASE BE AWARE that Herc adds an Emissions and Environmental Surcharge ("EES") with respect to motorized, electric, hydraulic, combustion engine and pneumatic powered rental equipment. EES is a charge by Herc to help offset costs and expenses, including overhead, generally associated with the following types of activities: (1) compliance with federal, state and local environmental laws, regulations and rules relating to Herc's business operations such as handling, managing, and/or disposing of waste materials that contain hazardous substances (e.g., motor oil, grease, and hydraulic fluid); (2) the implementation of voluntary conservation or "green" initiatives at Herc; and (3) the acquisition and use of vehicles in Herc's business with engines using advanced emission control technologies. Herc also adds a Vehicle Licensing Fee ("VLF") with respect to rental vehicles and trailers to help offset the costs and overhead associated with licensing and registering such items. EES and VLF Surcharges may be charged from time to time at Herc's discretion. THESE SURCHARGES ARE NOT TAXES OR GOVERNMENT MANDATED CHARGES.

PLEASE BE AWARE THAT THE RENTAL PROTECTION PLAN (RPP) IS NOT INSURANCE. The Charge for RPP is 15% of gross rental charges. Customer may accept or decline RPP. If Customer accepts RPP, in consideration of the charge shown above, Lessor agrees to waive certain claims against customer for loss of or damage to Equipment, in accordance with the terms and conditions set forth herein and in the RENTAL PROTECTION PLAN GUIDE which Customer should review before deciding whether to purchase RPP. By accepting the Rental Protection Plan and paying the additional fee, Herc will limit the equipment repair or replacement cost to a deductible of \$500 per item or 10% of the repair or replacement cost, including tax, whichever is less. You are responsible for any loss or damage up to this amount. RPP does NOT cover damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Customer Name \_\_\_\_\_ Title \_\_\_\_\_  
Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Terms are due upon receipt Not valid without Barcode



Carefully read the terms and conditions that appear above and on reverse side of this page.

## HERC RENTALS INC.

This Agreement ("Agreement") is for the rental of the equipment described on the other side of this page ("Front"), including all parts of and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer" or "You") and Herc Rentals Inc. ("Herc"). Both parties acknowledge that this Agreement consists of the terms written or printed on both sides of this page.

**1. NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Additional Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify and hold Herc harmless from all loss, liability, and expense by reason thereof.

**2. WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's permission ("Authorized Operators") may operate the Equipment: Customer's employer, employees, fellow employees in the course of such employee's regular employment, or persons approved by Herc in writing. Customer and all Authorized Operators must: be at least 25 years old to operate a motor vehicle, 21 years old for all other Equipment; be properly qualified to operate the Equipment; and have a valid operator's license with respect to the Equipment where required by law. Customer is responsible for any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.

**3. RENTAL CHARGES.** Customer will pay Herc on demand at the Herc branch designated on the Front ("Branch") or to the address and by the date specified in the applicable invoice, all rental, time, mileage, service, transportation, refueling service, surcharges and other charges and sums in accordance with this Agreement, all sales and use taxes or tax reimbursement imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees incurred in collecting same. Customer will also pay to Herc on demand at the Herc Branch the VLF Surcharge described on the Front. Customer understands that such charges will reimburse Herc for a portion of the registration or licensing fees and ad valorem taxes that Herc paid in Herc's prior fiscal year to the state in which such Herc Branch is located and to local governments and other taxing authorities located in such state. Customer further understands that some other charges may be determined by applicable law, such charges may be determined by the revenues Herc receives or estimates in such state and the total registration or licensing fees and ad valorem taxes that Herc pays or estimates it will pay to such state, local governments and other taxing authorities. The basic daily, weekly and 4 week rental rates will entitle Customer to a maximum of one-shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/16th of the daily charge (for a daily rental), 1/80th of the weekly charge (for a weekly rental) and 1/320th of the 4 week charge (for a 4 week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on thirty (30) days' notice in writing to the Customer with respect to any portion of the rental period then remaining. By executing this Agreement and accepting the Equipment pursuant to Section 12 hereof, the Customer accepts and agrees to pay all rental and other charges specified herein and on the Front hereof. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid.

**4. CUSTOMER'S RESPONSIBILITIES.** Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Due Date specified on the Front, or sooner if demanded by Herc. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used, and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking the pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer will record and supply to Herc at expiration or earlier termination of this Agreement, fuel receipts and driver trip records containing mileage breakdown by state. Failure to comply with the foregoing fuel and mileage requirements will entitle Herc to \$0.05 per unrecorded mile as additional rent hereunder, which Customer hereby agrees to pay.

**5. RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental or in Customer's or Authorized Operator's care, custody or control, whether exclusive or not, and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon a Customer's receipt of an invoice therefor. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus an administrative fee and Herc's related expenses, such as loss of use, appraisal fees or recovery costs. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.

**6. EVENTS OF DEFAULT.** Customer shall be in default of this Agreement if Customer fails to pay any rent when due or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is used: (A) in violation of any law or ordinance; (B) in a reckless, negligent or abusive manner, or is intentionally damaged by Customer or with Customer's permission; (C) in violation of Paragraph 4 above, or (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.

**7. REMEDIES OF HERC.** In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice or liability to Customer. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for rent, expense of retaking, court costs and reasonable attorney's fees. Customer will remain liable for the Equipment or for any loss or injury to the Equipment, notwithstanding such termination. Herc shall have the right to issue and circulate theft notices, cause warrants to be issued and take any other steps which Herc may reasonably deem necessary to recover the Equipment, if the Equipment is not returned on the date specified on the Front or sooner as permitted by the terms of this Agreement. The remedies provided herein in favor of Herc are not exclusive, but shall be cumulative and in addition to all other remedies existing at law or in equity, any one or more of which may be exercised simultaneously or successively.

**8. RENTAL PROTECTION PLAN.** NOTE: The "Rental Protection Plan" option ("RPP") is not insurance; it is an option that Herc offers You to limit Your liability for loss or damage to the Equipment that You have rented from Herc. If You do not accept RPP when offered by Herc, You are responsible to cover the Equipment with insurance as set forth below and pay to Herc the Full Value of the Equipment at the time it is lost or damaged. The benefit from this RPP is limited by the deductible and excludes the specific conditions or events shown in subparagraph (b).

(a) If You comply with this Agreement, including the provisions of paragraphs 2 and 3, and if Herc in its discretion has offered to You, and You have accepted, RPP, then Herc agrees to waive, to the extent specified in this paragraph 8, Your responsibility for loss of or damage to the Equipment to the extent that it exceeds the deductible shown on the Rental Record. You are responsible under this Agreement for the loss of or damage to the Equipment up to the amount of the "deductible" for the RPP. This may change if You extend or shorten the duration of Your rental or if You add equipment to the rental. You can only accept RPP at or prior to the beginning of the Rental Term. NOTWITHSTANDING YOUR ACCEPTANCE OF RPP, YOUR RESPONSIBILITY FOR LOSS OR DAMAGE WILL NOT BE LIMITED BY SUBPARAGRAPH (a) TO THE EXTENT SUCH LOSS OR DAMAGE RESULTS FROM AN

**AUTHORIZED OPERATOR'S OR ANY PERSON'S NEGLIGENCE OR FROM:**

- (i) striking an overhead object with the Equipment;
  - (ii) vandalism, malicious mischief, theft or conversion of the Equipment, unless an Authorized Operator promptly files with the applicable public authorities (and promptly provides to Herc) a formal written theft, vandalism or conversion report;
  - (iii) leaving keys, if any, in the Equipment while that Equipment is not locked or otherwise secured, regardless of whether or not a report was filed pursuant to paragraph 8(b)(ii);
  - (iv) exposure to corrosive materials;
  - (v) overloading of a boom, exceeding rated capacity of equipment;
  - (vi) Your failure to perform any of Your obligations under this Agreement, including those set forth in paragraphs 2, and 4;
  - (vii) damage due to acts of God, such as floods, wind, storms or earthquakes;
  - (viii) Damage to tires and tubes caused by blow out, bruises, cuts, punctures or other causes inherent in the use of the Equipment;
  - (ix) Damage to motor vehicles without a police report; or
  - (x) Damage to passenger vehicles such as SUVs, vans, and trucks.
- (c) In the event of damage to the Equipment, You are required to cooperate with Herc's investigation of any incident involving the Equipment, and complete an RPP Incident Report.
- (d) RPP IS OPTIONAL, AND YOU NEED NOT ACCEPT IT IF HERC OFFERS IT TO YOU. TO THE EXTENT HERC DOES NOT OFFER RPP TO YOU, OR YOU DO NOT ACCEPT RPP, YOU MUST MAINTAIN THE INSURANCE COVERAGE REQUIRED BY PARAGRAPH 9(b). If You elect to maintain insurance coverage, and the certificate of insurance you provide to Herc to evidence your insurance coverage is unacceptable to Herc or the applicable policies expire, You agree that Herc may charge RPP for your rentals until such time as You provide an acceptable and valid certificate of insurance and such matters are corrected to Herc's reasonable satisfaction.

**9. INSURANCE.** Liability Insurance for Injury/Damage to Third Parties - Customer will, at its own expense and at all times during the term of this Agreement, maintain in force applicable liability insurance policies as described below, each of which shall include, at a minimum, limits of liability written on a combined single limit basis of not less than \$1,000,000 per occurrence.

(a) Customer acknowledges the obligation in Paragraph 10 to defend, indemnify and hold harmless Herc for any and all losses or damages arising from Customer's rental of the equipment. In addition, Customer is required to maintain insurance covering bodily injury (including death) or property damage loss or damage to rented items. Customer agrees to furnish complete information concerning insurance coverage and, in the event of loss, to exercise all rights that may be available under that insurance for the benefit of Herc.

Further, if the rental includes motor vehicles:

(PRIMARY) - AZ, MD, MA, MI, MN, NY, SC, WV

if an accident results from the use of a motor vehicle as permitted by this Agreement, HERC will indemnify, hold harmless and defend Customer and any Authorized Operators from and against liability to third parties, excluding any of Customer's or any Authorized Operator's family members related by blood, marriage or adoption residing with Customer or Authorized Operator at the time of the accident. For bodily injury, including death and property damage arising from the use or operation of a motor vehicle as permitted by this Agreement, the limits of this protection, including owner's liability, are the same as the minimum limits required by the automobile financial responsibility laws of the jurisdiction in which the accident occurs. This will conform to the basic requirements of any applicable No-Fault law BUT DOES NOT INCLUDE AN UNINSURED MOTORIST, A SUPPLEMENTARY NO-FAULT OR ANY OTHER OPTIONAL COVERAGE. The motor vehicle may not be driven into Mexico.

(SECONDARY) - ALL OTHER STATES NOT SPECIED

If the rental includes motor vehicles and, if an accident results from the use of a motor vehicle as permitted by this Agreement, Customer's insurance and the insurance of the motor vehicle operator will be primary, unless otherwise required by law. This means that HERC will not grant any defense or indemnity protection under this paragraph if either Customer or the motor vehicle operator are covered by any valid and collectible automobile liability insurance, whether primary, excess or contingent, with limits at least equal to the minimum required by the applicable state financial responsibility law. If neither Customer nor the motor vehicle operator have such insurance, HERC will grant Customer and any authorized motor vehicle operator limited protection that will not exceed the minimum limits required by the motor vehicle financial responsibility law of the jurisdiction in which the accident occurs. The motor vehicle may not be driven into Mexico.

(CALIFORNIA)

NO LIABILITY PROTECTION IS PROVIDED BY HERC WITH THIS AGREEMENT. IT IS THE CUSTOMER'S RESPONSIBILITY AND THE RESPONSIBILITY OF ANY AUTHORIZED OPERATOR TO PROVIDE PRIMARY INSURANCE PROTECTION FOR LIABILITY ARISING FROM THE USE OR POSSESSION OF THE MOTOR VEHICLE. CUSTOMER AND ANY AUTHORIZED OPERATOR AFFIRMATIVELY AGREE TO PROVIDE SUCH PROTECTION. THE LIMITS OF THIS PROTECTION WHICH CUSTOMER AGREES WILL INCLUDE OWNER'S LIABILITY, SHALL BE AT MINIMUM, THE LIMITS REQUIRED BY THE AUTOMOBILE FINANCIAL RESPONSIBILITY LAW OF THE JURISDICTION WHERE THE ACCIDENT OCCURS. Customer and all Authorized Operators will indemnify and hold Herc, its agents, and employees harmless from and against any loss, liability and expense beyond the scope of the protection provided for above, arising from the use or possession of the motor vehicle by Customer or any operators with or without Customer's or any Authorized Operator's permission. The motor vehicle may not be driven into Mexico.

(b) Property Insurance/Physical Damage Insurance (Herc Equipment) - If RPP is not offered by Herc to You, or You do not accept RPP, You will, at Your own expense and at all times during the term of this Agreement, maintain in force Property Insurance/Physical Damage Insurance in an amount adequate to cover any damage to, or loss of, the Equipment being rented under this Agreement. Your policies must expressly provide coverage for non-owned equipment, including motor vehicles (if applicable), while in Your care, custody and control.

(c) Evidence of Coverage - You will, on demand, furnish Herc with a Certificate of Insurance evidencing the applicable coverages more fully described in subparagraphs (a) and (b) just above. Such certificate(s) shall be endorsed to provide that the applicable insurance policies may not be canceled or materially modified except on thirty (30) days prior written notice to Herc at the Herc branch identified on the Front.

**10. INDEMNIFICATION.** For and in addition to consideration of providing the Equipment herein, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS SUBSIDIARIES, PARENT COMPANY AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ALL LOSS, LIABILITY, CLAIM, ACTION OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' FEES, BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER, AS A RESULT OF THE MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, EVEN IF SUCH LIABILITY RESULTS IN ANY PART FROM THE ORDINARY NEGLIGENCE OF HERC, ITS OFFICERS, AGENTS OR EMPLOYEES. CUSTOMER WILL, AT ITS EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION, INCLUDING WITHOUT LIMITATION, LICENSING AND BUILDING CODE REQUIREMENTS AND WILL DEFEND, INDEMNIFY AND HOLD HERC HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS.

**11. NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.

**12. CONDITION OF THE EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. If, during the term of this Agreement, the limits of this protection, including owner's liability, are the same as the minimum limits required by the automobile financial responsibility laws of the jurisdiction in which the accident occurs. This will conform to the basic requirements of any applicable No-Fault law BUT DOES NOT INCLUDE AN UNINSURED MOTORIST, A SUPPLEMENTARY NO-FAULT OR ANY OTHER OPTIONAL COVERAGE. The motor vehicle may not be driven into Mexico.

THE FOREGOING IS IN LIEU OF (I) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND OF (II) ALL OBLIGATIONS OR LIABILITIES ON THE PART OF HERC TO CUSTOMER FOR DAMAGES, INCLUDING BUT NOT LIMITED TO, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE RENTING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

**13. LATE PAYMENT FEE.** Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.

**14. FUELING SERVICE CHARGE.** Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.

**15. MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's execution of this Agreement and acceptance of the Equipment in accordance with Section 12 hereof shall constitute Customer's acceptance of all of the terms and conditions contained herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents that conflict with or limit in any way any of the terms and conditions contained herein. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof.

This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts. If any provision, or any part of any provision of this Agreement or the application thereof is hereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and to this end the provisions of this Agreement are declared severable.



www.marjam.com

Building Materials: Drywall - Acoustics - Lumber - Tools - Flooring  
Adhesives - Doors - Windows - Insulation - Siding - Roofing

# ACKNOWLEDGEMENT DO NOT PICK

UPC VENDOR	ACK DATE	ORDER NO.
000000	09/01/21	11313735-00
P.O. NO.		PAGE #
cdx		1

CUST#: 1020967

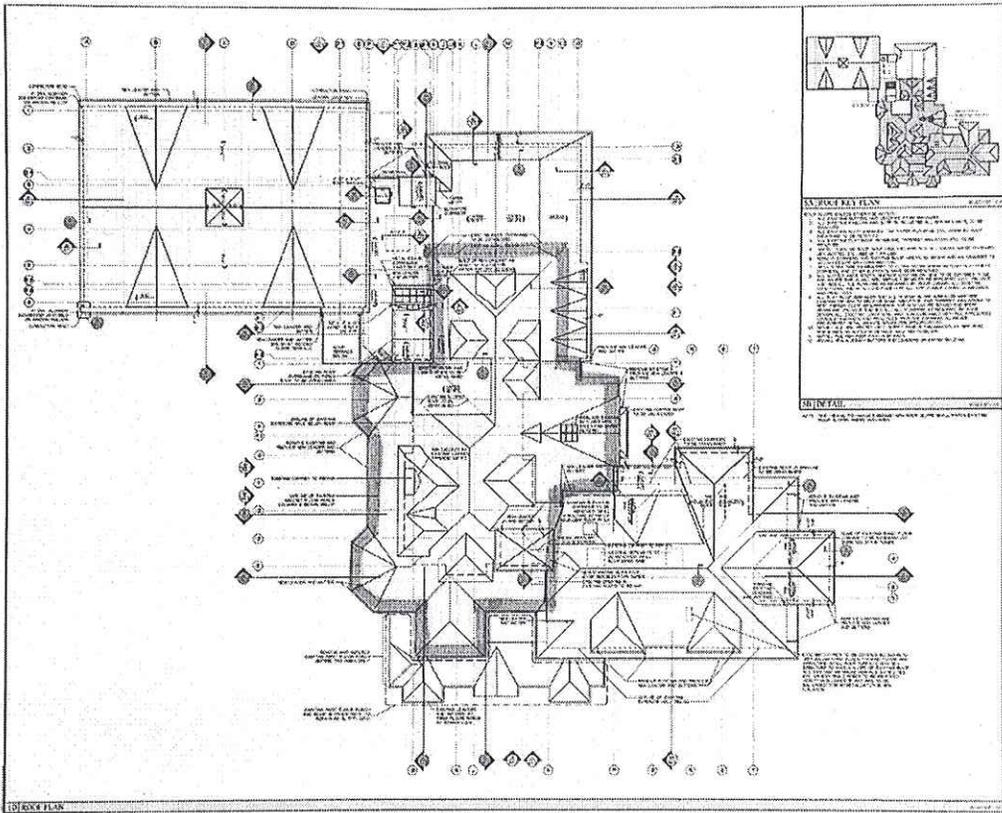
SHIP TO: FRANKOSKI CONSTRUCTION CO  
5 MEAD ST  
973-932-6436  
SOUTH ORANGE, NJ 07079

CORRESPONDENCE TO: MARJAM - KEARNY, NJ  
342 SCHUYLER AVE.  
(201) 299-9600  
KEARNY, NJ 07032-4003

BILL TO: FRANKOSKI CONSTRUCTION CO  
314 DODD STREET  
EAST ORANGE, NJ 07017

INSTRUCTIONS		TERMS
		NET 30
SHIP POINT	SHIP VIA	SHIPPED
MARJAM - KEARNY, NJ	WILL CALL	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	PRICING U/M	AMOUNT (NET)
1	58cdx 5/8 4x8 CDX PINE (19/32) AGENCY CERTIFIED	210		210	PCE	0.9720\$FT		6531.84
1	Lines Total	Qty Shipped Total		210		Total		6531.84
						Taxes		216.37
						Invoice Total		6748.21



The Biber Partnership  
 ARCHITECTS

ARCHITECTS  
 1000 N. W. 10th Ave.  
 Suite 200  
 Fort Lauderdale, FL 33304  
 Phone: (954) 561-1111  
 Fax: (954) 561-1112  
 www.biber.com

PROJECT NO. 03-001  
 DATE: 03/01/03

**ROOF PLAN**

1. ALL ROOFING SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA) SPECIFICATIONS FOR BURIED ROOFING SYSTEMS.

2. ALL ROOFING SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL ROOFING CONTRACTORS ASSOCIATION (NRCA) SPECIFICATIONS FOR BURIED ROOFING SYSTEMS.

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RENOVATION BY  
**BAIRD COMMUNITY CENTER**  
 1000 N. W. 10th Ave.  
 Suite 200  
 Fort Lauderdale, FL 33304  
 Phone: (954) 561-1111  
 Fax: (954) 561-1112  
 www.biber.com

PROJECT NO. 03-001  
 DATE: 03/01/03

**ROOF PLAN & DETAILS**

A4.1