

**RESOLUTION 2013-158 .**

**RESOLUTION OF THE TOWNSHIP OF BARNEGAT,  
COUNTY OF OCEAN, STATE OF NEW JERSEY TO  
AUTHORIZE THE AWARD OF A CONTRACT FOR THE  
PROCUREMENT OF BELL MINE AND/OR CARMEUSE  
HYDRATED HIGH CALCIUM LIME**

**WHEREAS**, the Township advertised for the receipt of bids on February 27, 2013 for the procurement of Bell Mine and/or Carmeuse Hydrated High Calcium Lime; and

**WHEREAS**, at the time and place for the receipt of bids, a total of three (3) bids were received for the contract; and

**WHEREAS**, the three (3) bids were submitted by the following vendors in the respective bid amounts:

- a. Coyne Chemical                      \$78,305.47
- b. Yardville Supply                      \$35,632.80
- c. Reed & Perrine Sales, Inc. \$33,465.60

**WHEREAS**, the lowest bid of \$33,465.60 was submitted by Reed & Perrine Sales, Inc., P.O. Box 100, Main Street, Tennent, New Jersey 07763; and

**WHEREAS**, the Township Attorney has reviewed the bid documents submitted by Reed & Perrine Sales, Inc. and has found that the bid documents are in substantial compliance and has recommended an award of the contract to Reed & Perrine Sales, Inc.; and

**WHEREAS**, the Chief Financial Officer has certified that there are sufficient funds available for the award of this contract; and

**WHEREAS**, now it is the desire of the Mayor and Township Committee to act upon the recommendation of the Township Attorney.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Barnegat, County of Ocean, State of New Jersey, as follows:

1. That a contract shall be awarded to Reed & Perrine Sales, Inc., P.O. Box 100, Main Street, Tennent, New Jersey 07763, as the lowest responsible bidder, for the procurement of Bell Mine and/or Carmeuse Hydrated High Calcium Lime, in the total amount of \$33,465.60.
2. That the bids and bid securities for the second and third lowest bidders be retained and held open pending execution of the Contract Documents by Reed & Perrine Sales, Inc.
3. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer of Barnegat Township, to the Municipal Administrator and to Reed & Perrine Sales, Inc.

**CERTIFICATION**

I, **SHARON L. AUER**, Acting Township Clerk of Barnegat Township, do hereby certify that the foregoing Resolution was duly adopted by the Barnegat Township Committee at a meeting held on the 1<sup>st</sup> day of April, 2013.

  
\_\_\_\_\_  
SHARON L. AUER  
Acting Township Clerk

**TOWNSHIP OF BARNEGAT, NEW JERSEY**  
**CERTIFICATION OF AVAILABILITY OF FUNDS**

I, Kathleen Janeski, Chief Financial Officer for the Township of Barnegat, do hereby certify that adequate funds are available for a contract with Reed and Perrine Sales, Inc. for the procurement of Bell Mine and/or Carneuse Hydrated High Calcium Lime in the amount of \$33,465.60.

The funds for this contract are available in the following line item appropriation:

**WS Appropriation:      3-09-55-500-031**

  
**KATHLEEN JANESKI, CFO**

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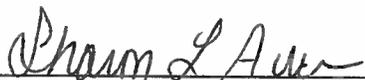
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Bid Opening of Lime 2/27/2013

Coyne Chemical	78,305.47
Yardville Supply	35,632.80
Reed Perrine	33,465.60

KEVIN—

03/04/2013

CAN YOU PLEASE REVIEW ALL  
PROPOSALS FOR PURCHASE OF LIME  
FOR WATER/SEWER UTILITY AND PURCHASE  
RESOURCES FOR AWARD OF CONTRACT

THANKS - PAUL



**THE MAIN STREET AMERICA GROUP**

NGM Insurance Company • Old Dominion Insurance Company  
Main Street America Assurance Company • MSA Insurance Company  
Information Systems and Services Corporation

**Bid Bond**

RPS-0227

**KNOW ALL MEN BY THESE PRESENTS**, that we (Here insert full name and address or legal title of Contractor)

REED & PERRINE SALES, INC.  
PO BOX 100, MAIN STREET  
TENNET, NJ 07763

as Principal, hereinafter called the Principal, and (Here insert full name and address or legal title of Surety)

**NGM Insurance Company**  
**55 West Street**  
**Keene, NH 03431**

a corporation duly organized under the laws of the State of Florida

as Surety, hereinafter called the Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

TOWNSHIP OF BARNEGAT  
900 WEST BAY AVENUE  
BARNEGAT, NJ 08005

as Oblige, hereinafter called the Oblige, in the sum of TEN PERCENT (10%) OF AMOUNT BID NOT TO EXCEED TWENTY THOUSAND AND 00/100 Dollars (\$20,000.00), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (Here insert full name, address and description of project)

PROCUREMENT OF BELL MINE AND/OR CARMEUSE HYDRATED HIGH CALCIUM LIME— SUPPLY AND DELIVER BELL MINE AND/OR CARMEUSE HYDREATED HIGH CALCIUM LIME

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 27<sup>TH</sup> day of FEBRUARY, 2013.

\_\_\_\_\_  
(Witness)

*Ezra*  
\_\_\_\_\_  
(Witness)

REED & PERRINE SALES, INC.  
\_\_\_\_\_  
(Principal) (Seal)

*John Buller VP*  
\_\_\_\_\_  
(Title)

NGM Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

*Debra J. Ezra*  
\_\_\_\_\_  
DEBRA J. EZRA  
(Title) Attorney-in-fact

Printed in cooperation with the American Institute of Architects (AIA) by the NGM Insurance Company of 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32256 904-739-0873. The language in this document conforms exactly to the language used in AIA Document A310, February, 1970 edition.

NGM INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS,

That for and in consideration of the sum of One Dollar, lawful money of the United States, the receipt whereof is hereby acknowledged, paid the undersigned corporation, and for other valuable consideration, the NGM INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Florida and licensed to do business in the State of NJ consents and agrees, that if the contract for the PROCUREMENT OF BELL MINE AND/OR CARMEUSE HYDRATED HIGH CALCIUM LIME-- SUPPLY AND DELIVER BELL MINE AND/OR CARMEUSE HYDRATED HIGH CALCIUM LIME

Be awarded to REED & PERRINE SALES, INC. the undersigned corporation, agrees with the said TOWNSHIP OF BARNEGAT

To execute the final bond as required by the specifications, and to become surety in the full amount of the contract price for the faithful performance of the contract. IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its duly authorized representative and its corporate seal to be hereto affixed this 27<sup>TH</sup> day of FEBRUARY, 2013.

NGM INSURANCE COMPANY

By: 

DEBRA J. EZRA

Attorney-In-Fact



NGM INSURANCE COMPANY  
A member of The Main Street America Group

POWER OF ATTORNEY

06-0248376

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"Article IV, Section 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

does hereby make, constitute and appoint Keith Adams, Debra J Ezra, Joe Cangemi, Robert O Lull, Bradley W Post its true and lawful Attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bonds, undertakings, recognizances, contracts of indemnity, or other writings obligatory in nature of a bond subject to the following limitation:

1. No one bond to exceed Ten Million Dollars (\$10,000,000.00)

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the NGM Insurance Company, the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such office and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Assistant Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 3rd day of January, 2012.

NGM INSURANCE COMPANY By:

  
Bruce R Fox  
Assistant Vice President, General  
Counsel and Secretary



State of Florida  
County of Duval

On this January 3rd, 2012 before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Bruce R Fox of the NGM Insurance Company, to me personally known to be the officer described herein and who executed the preceding instrument, and he acknowledged the execution of same, and being by me fully sworn, deposed and said that he is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 5th day of January 2012.





I, Brian J. Beggs, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this

21 day of February, 2013



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.  
TO CONFIRM VALIDITY of the attached bond please call 1-800-225-5646.

TO SUBMIT A CLAIM, send all correspondence to 58 West Street, Keene, NH 03431 Attn: Bond Claims.

**Surety Disclosure Statement and Certification**

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2011 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by Ernst & Young, LLP, 200 Clarendon Street, Boston, MA 02116-5072.

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$770,467,130	\$770,467,130

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2011 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$73,311,000.00

- 3) The amount of the bond to which the statement and certification is attached is \$ 10% of amt bond in k \$20,000.00
- 4) 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 the contract and the amount of the reinsurer's participation in the contract is as follows:

<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
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And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(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, DEBRA J. EZRA as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.

(Signature of certifying agent/officer)

DEBRA J. EZRA

(Print name of certifying agent/officer)

Date:

2/27/13

Attorney in Fact



THE MAIN STREET AMERICA GROUP



I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 9, 2012, the following officers were elected and still remain in office:

THOMAS M. VAN BERKEL ..... CHAIRMAN OF THE BOARD, PRESIDENT AND CHIEF EXECUTIVE OFFICER  
 EDWARD J. KUHL ..... EXECUTIVE VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER  
 STEVEN J PEETERS ..... EXECUTIVE VICE PRESIDENT, CHIEF OPERATING OFFICER  
 DOUGLAS EDEN, ANTONIA M. PORTERFIELD  
 MICHAEL D. LANCASHIRE, ..... SENIOR VICE PRESIDENTS  
 BRUCE FOX ..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY  
 BRIAN J. BEGGS, DANIEL GAYNOR, DAVID S. MEDVIDOFSKY  
 BARBARA A. PARKER, JOHN THOMPSON ..... VICE PRESIDENTS  
 RONALD A JAMES ..... VICE PRESIDENT & CHIEF INFORMATION OFFICER  
 THOMAS FRAZIER ..... VICE PRESIDENT & CHIEF INVESTMENT OFFICER  
 EDWARD P. LOTKOWSKI ..... VICE PRESIDENT & CHIEF ACTUARY  
 RICHARD SCHULTZ ..... VICE PRESIDENT & CHIEF ACCOUNTING OFFICER  
 CATHERINE PARRISH, DEBRA POSPIEL ..... ASSISTANT VICE PRESIDENTS  
 TIMOTHY O. MUZZEY, DEAN DORMAN ..... ASSISTANT VICE PRESIDENTS/ACTUARY  
 TIMOTHY COTTON, CHRISTOPHER COX, MARK FRIEDLANDER,  
 DEBORAH JANSEN, KATHLEEN KILLGORE, MATTHEW MCCOLLEY,  
 ALICE MORIARTY, LISA MURMAN, JEFFREY PRICE, RONALD PROFAIZER ..... ASSISTANT SECRETARIES

**REGIONAL PRESIDENTS (Appointed)**

MARK BERGER ..... REGIONAL PRESIDENT, NORTHEAST REGION  
 STEVE BERRY ..... REGIONAL PRESIDENT, NEW ENGLAND REGION  
 GREGG EFFNER ..... REGIONAL PRESIDENT SOUTHEAST REGION  
 HENRY PIPPINS ..... REGIONAL PRESIDENT, MIDWEST REGION

I further certify that the following statement of the Company is true as take from the records of said Company as of December 31, 2011.

**ADMITTED ASSETS**

Bonds at Amortized Values ..... \$1,282,370,847  
 Stocks at Market Value ..... 270,959,756  
 First Mortgage Loans ..... 5,825,660  
 Real Estate ..... 5,557,769  
 Cash in Office and Banks ..... 22,468,542  
 Short Term Investments ..... 7,730,388  
 Agent's Balance (Less than 90 Days) ..... 223,770,258  
 Accrued Interest ..... 12,964,273  
 Other Assets ..... 186,561,888  
**TOTAL ADMITTED ASSETS ..... \$2,018,209,381**

**LIABILITIES**

Reserve for Losses ..... \$ 581,290,032  
 Reserve for Loss Adjustment Expenses ..... 104,081,190  
 Reserve for Unearned Premiums ..... 439,984,771  
 Reserve for Other Underwriting Expenses ..... 33,827,133  
 Reserve for Taxes, Licenses, and Fees ..... 9,907,634  
 Loss Drafts in Transit ..... 25,798,654  
 Other Liabilities ..... 52,852,837  
 Total Liabilities ..... 1,247,742,251  
 Policyholders' Surplus ..... 770,467,130  
**TOTAL ..... \$2,018,209,381**

Securities as deposited by law, included above = \$ 8,862,342

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

"The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and Sworn to before me on this 16th day of March, 2012

IN WITNESS THEREOF I hereunto subscribe my name and affix the seal of said company this 16th day of March, 2012





State of New Jersey  
DEPARTMENT OF BANKING AND INSURANCE

CERTIFICATE OF AUTHORITY

DATE: APRIL 25, 2012

NAIC COMPANY CODE: 14788

THIS IS TO CERTIFY THAT THE NGM INSURANCE COMPANY OF JACKSONVILLE, FLORIDA, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE FIRST DAY OF MAY, 2013, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - FIRE AND ALLIED LINES
- 02 - EARTHQUAKE
- 03 - GROWING CROPS
- 04 - OCEAN MARINE
- 05 - INLAND MARINE
- 06 - WORKERS COMPENSATION AND EMPLOYERS LIABILITY
- 07 - AUTOMOBILE LIABILITY BODILY INJURY
- 08 - AUTOMOBILE LIABILITY PROPERTY DAMAGE
- 09 - AUTOMOBILE PHYSICAL DAMAGE
- 11 - OTHER LIABILITY
- 12 - BOILER AND MACHINERY
- 13 - FIDELITY AND SURETY
- 15 - BURGLARY AND THEFT
- 16 - GLASS
- 17 - SPRINKLER LEAKAGE AND WATER DAMAGE
- 20 - PHYSICAL LOSS TO BUILDINGS
- 22 - MECHANICAL BREAKDOWN/POWER FAILURE



KENNETH E. KOBYSLOWSKI  
ACTING COMMISSIONER



# Township of Barnegat

COUNTY OF OCEAN

900 WEST BAY AVENUE  
BARNEGAT, NEW JERSEY 08005-1298  
Email: [clerk@barnegat.net](mailto:clerk@barnegat.net)



MUNICIPAL OFFICES: (609) 698-0080  
FAX #: (609) 698-7980  
Visit Our Website: [www.barnegat.net](http://www.barnegat.net)

## AMENDMENT TO BID SPECIFICATIONS FOR THE PROCUREMENT OF BELL MINE AND/OR CARMEUSE HYDRATED HIGH CALCIUM LIME

February 14, 2013

Bid Specifications that were mailed out to bidders had the wrong bid opening date which should have been February 27, 2013. Attached please find the amended page.

A handwritten signature in cursive script, appearing to read 'Sharon L. Auer'.

Sharon L. Auer,  
Acting Municipal Clerk



**BID FORM SUPPLEMENT C**  
**STATEMENT OF CORPORATE OWNERSHIP**

(Pursuant to N.J.S.A. 52:25-24.2)

**OWNER:** Township of Barnegat

**WORK TITLE:** Procurement of Bell Mine and/or Carmeuse Hydrated High Calcium Lime

If BIDDER is proprietorship, check here  and do not complete this statement, which applies only to corporations and partnerships [N.J.S.A. 52:25-24.2].

BIDDER hereby sets forth the names and addresses: (a) of all stockholders in the corporation or partnership submitting the Bid who own ten (10%) percent or more of its stock of any class or (b) of all individual partners in the partnership who own a ten (10%) percent or greater interest therein. If one or more such stockholders or partners are itself a corporation or partnership, the stockholders holding ten (10%) percent or more of that corporation's stock or the individual partners owning ten (10%) percent or greater interest in that partnership, as the case may be, shall also be listed:

**NAME OF CORPORATION OR PARTNERSHIP:**

Reed & Ferrone Sales Inc  
P.O. Box 100 Trenton, NJ 08633

**Name:** Robert Bulkowski

**Address:** 3 Vista Dr

Cotts Neck, NJ 07722

**Name:** Virginia Bulkowski

**Address:** 3 Vista Dr

Cotts Neck, NJ 07722

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

If additional sheets are necessary, complete the following: \_\_\_\_\_ additional sheets are attached hereto and made a part of this Statement of Corporate Ownership.



**BID ENCLOSED**

BIDDER: Reed + Perrine Sales Inc

P.O. box 100 Tennant, Ky 07163  
(Name and Mailing Address)

To OWNER: Township of Barnegat

(Enter OWNER Same as in Invitation to Bid)

Work Title: Procurement of Hydrated lime

(Enter Work Title Same as in Invitation Bid)

- 9.3 Failure by Successful BIDDER to provide a Performance Bond in the amount and under the terms specified in the CONTRACT DOCUMENTS may be deemed failure to furnish the required Performance Bond and thereby grounds for the forfeiture of the Bid Security.
- 9.4 Failure of Successful BIDDER to provide a Surety Disclosure Statement in conjunction with Performance and Payment Bonds in the form set forth in N.J.S.A.2A:44-143d may be deemed failure to furnish the required Security Disclosure Statement and thereby grounds for forfeiture of the Bid Security.
- 9.5 Failure of Successful BIDDER to Provide a Certification of Authority in conjunction with Performance Bonds as issued by the Commissioner of the Department of Insurance may be deemed failure to furnish the required Certificate of Authority and thereby grounds for forfeiture of the Bid Security.
- 9.6 Failure by Successful BIDDER to provide a Certificate of Insurance listing the coverages and limits of liability specified in the Schedule of Insurance Requirements in the Supplementary Conditions may be deemed failure to furnish the required Certificate of Insurance and thereby grounds for forfeiture of the Bid Security.
- 9.7 Failure by Successful BIDDER to provide evidence of an existing approved or sanctioned Affirmative Action Program or evidence of submission of an appropriate form to the New Jersey Affirmative Action Office on or before the date Successful BIDDER signs Agreement may be deemed failure to furnish the required Affirmative Action Evidence and thereby grounds for forfeiture of the Bid Security.
- 9.8 In the event Successful BIDDER does not have evidence of an existing approved or sanctioned Affirmative Action Program BIDDER should complete Form AA-201 (copy enclosed) and: (a) retain one (1) copy, (b) submit three (3) copies to the Affirmative Action Office and obtain a receipt thereof and (c) submit to OWNER as evidence of Affirmative Action one (1) copy with a copy of the delivery receipt from the Affirmative Action Office. BIDDER should verify this initial procedure and CONTRACTOR's monthly reporting requirements with the Affirmative Action Office at the following address:

Affirmative Action Office  
Department of Treasury  
State House  
CN 209  
Trenton, New Jersey 08625

- 9.9 It is the Successful BIDDER's responsibility to ensure certification or application compliance for registration with the New Jersey Department of Labor for any and all subcontractors and sub-subcontractors.

- 4.5 All business organizations that do business (i.e., compete for or enter into a contract) with a State, County or Local Contracting Agency are required to be registered with the State and provide proof of their registration to the Contracting Agency (P.L.2004, c.57). Proof of valid business registration shall be in the form of a Business Registration Certificate issued by the Department of the Treasury, Division of Revenue. The purpose of the registration is to ensure that all businesses and their subsidiaries receiving government contracts pay appropriate sales, use and other taxes. A contractor and its subcontractor(s) must collect and remit to the Division of Taxation the use tax pursuant to the Sales & Use Tax Act on all sales of tangible personal property delivered into this State. Notice of these requirements must be provided in Bid specifications, requests for proposals or any other documents notifying potential contractors or procurement opportunities.

Business registration is required for any Contract in excess of \$3,150, 15% of Bid threshold, \$21,000 (or \$4,350, 15% of \$29,000 for municipalities with Purchasing Agents).

A Contracting Agency shall not enter into a Contract with a business organization unless it has received proof of the business registration at the time of the Bid or the proposal submission, in response to a request for bids and proposals. For all other transactions, the proof of business registration must be received prior to the issuance of a purchase order or other contracting document.

All public contractors submitting bids for public work **must** submit a copy of their proof of business registration with their bids. BIDDERS must also obtain and submit proof of registration from those subcontractors at all levels (tiers) if the specifications require the subcontractor to be listed or named in the bidder's submission, in accordance with N.J.S.A.40A:11-16. Proof of valid business registration must be provided by the BIDDER's and their named subcontractors at all levels (tiers) at the time the Bid or proposal is officially received and opened by the Contracting Agency if required by the specifications and N.J.S.A.40A:11-16. Failure to submit proof of registration is considered a mandatory rejection of bids and is non-waivable by the Contracting Agency.

The contractor shall provide written notice to its subcontractor and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof extends down through all levels (tiers) of the project. After the award of a project, the contractor has the obligation to obtain proof of registration from each subcontractor or supplier on the project (in addition to those listed or named in the Bid submission) and file proof of their business registration with the Contracting Agency prior to receiving final payment.

If there are no subcontractors on a project, the contractor shall certify to the effect.

## **5. BID WITHDRAWAL OR MODIFICATION**

- 5.1 BIDDER, prior to Public Bid Opening and Reading, may withdraw or modify Bid by notification to OWNER signed and delivered as required for the Bid and with the notation "Bid Withdrawal" or " Bid Modification", as applicable, on the opaque envelope and on the outer envelope, if applicable.

# INSTRUCTIONS TO BIDDERS

## **1. CONTRACT DOCUMENTS**

- 1.1 BIDDER may (a) contact OWNER if the CONTRACT DOCUMENTS obtained by BIDDER are not complete as listed on the Title Page; (b) notify OWNER in writing of questions regarding the Contract DOCUMENTS and (c) contact OWNER to verify the number, if any, of Addenda issued after the Issue Date of CONTRACT DOCUMENTS.
- 1.2 BIDDER may contact OWNERR to request a copy of the prevailing wage determination made for the Work by New Jersey Department of Labor at or about the Issue Date of the CONTRACT DOCUMENTS. In accordance with the agreement in the CONTRACT DOCUMENTS, applicable rates are those in effect of the date of the Notice of Award.

## **2. BID FORM AND SUPPLEMENTS**

- 2.1 BIDDER must complete all information required on the Bid Form and Bid Form Supplements in accordance with instructions thereon, responsively, without conditions and handwritten in ink or typewritten.

## **3. SCHEDULE OF PRICES**

- 3.1 BIDDER must complete all entries required on the Schedule of Prices responsively, without conditions and handwritten in ink or typewritten.
- 3.2 BIDDER, with regard to Work to be defined In the Agreement, must understand that Pay Items may be classified solely for Bid purposes as follows: (a) all Basic Pay Items will be included in the Work; (b) any, all or none of the Optional Pay Items may be included in the Work and (c) one or none in each category of Alternate Pay Items may be included in the Work.
- 3.3 BIDDER must understand: (a) that Pay Items are designated as Lump Sum Work or Unit Price Work; (b) that the unit of measurement and the number of units are listed for Unit Price Work and (c) that the number of units is an estimate solely for Bid purposes and payment will be based on quantities measured pursuant to the CONTRACT DOCUMENTS.
- 3.4 BIDDER, for all Pay Items, must enter Bid Prices in words as is done typically in writing bank checks and understand that these word entries shall govern over numerical entries calculated from Bid Prices. New Jersey State Sales and Use Tax should not be included in Bid Prices since OWNER is a public body and is exempt from these taxes.
- 3.5 BIDDER for all Pay Items must extend amounts for Lump Sum Work as numerical entries in the same amount as the word entry and for Unit Price Work as numerical entries in amounts calculated as the work entry multiplied by the number of units indicated. These entries of amount are subject to verification by the OWNER based on work entries.

**TOWNSHIP OF BARNEGAT  
900 WEST BAY AVENUE  
BARNEGAT, NEW JERSEY 08005**

**- PROCUREMENT CONTRACT DOCUMENTS -**

Title Page

Invitation to Bid

Instructions to Bidders

Bid Form

Bid Form Supplements

- A. Bid Guarantee
- B. Consent of Surety
- C. Statement of Corporate Ownership
- D. List of Subcontractors
- E. Acknowledgement of Receipt of Changes to Contract Documents
- F. Non-Collusion Affidavit
- G. Bid Document Submission Checklist

Schedule of Prices

Notice of Award

Agreement

Performance Bond (Exhibit AG-A)

Mandatory Affirmative Action Language (Exhibit AG-B)

General Conditions

Supplementary Conditions

Schedule of Insurance Requirements

Schedule of Dispute Resolution

Technical Specifications





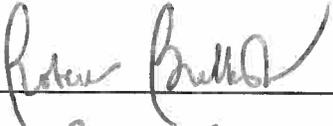
**BID FORM SUPPLEMENT F**  
**NON-COLLUSION AFFIDAVIT**

**OWNER:** Township of Barnegat

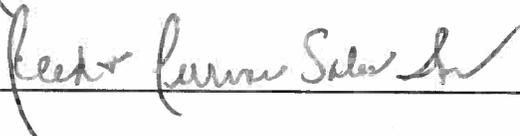
**WORK TITLE:** Procurement of Bell Mine and/or Carmeuse Hydrated High Calcium Lime

The undersigned, of full age, being duly sworn according to law on my oath depose and say: that I am of the firm making the Bid; that I executed the Bid with full authority to do so; that BIDDER has not, directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free, competitive bidding in connection with the Work; and that all statements contained in the Bid and in this affidavit are true and correct and made with full knowledge that OWNER relies upon the truth of the statements contained in the Bid and in the statements contained in this affidavit in an award of a contract for the Work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure a contract upon an agreement or understanding for a commission, percentage or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by BIDDER in accordance with N.J.S.A. 52:34-15.

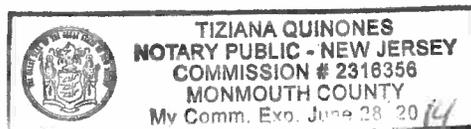
Signature: 

Name (printed): Robert Bullock

BIDDER (printed): 

Subscribed and sworn to  
before me this 26 day  
of February, 2013.

NOTARY PUBLIC of  
My commission expires 6/28/14, 2013.



**BID FORM SUPPLEMENT G**  
**BID DOCUMENT SUBMISSION CHECKLIST**

(Page 2)

C. SIGNATURE: The undersigned hereby acknowledges and has submitted the above listed requirements:

Name of BIDDER: Reeds Lumber Sales Inc

By Authorized Representative: Robert Bullman  
Signature:

Print Name and Title: Robert Bullman

Date: 2/20/13

# NOTICE OF AWARD

**OWNER:** Township of Barnegat

**WORK TITLE:** Procurement of Bell Mine and/or Carmeuse Hydrated High Calcium Lime

**DATE OF NOTICE OF AWARD:** \_\_\_\_\_

**TO:** \_\_\_\_\_

1. Notification: You are hereby notified that your Bid has been accepted by OWNER and you are designated "Successful BIDDER". Enclosed is a copy of OWNER's resolution regarding the Award of a Contract.
  
2. Agreement: Enclosed are four (4) copies of completed and unsigned Agreements that refer to the Schedule of Prices submitted with your Bid.
  
3. Successful BIDDER's Obligations: You must comply with the requirements regarding Successful BIDDER's Obligations as set forth in the Instructions to BIDDERS.

**BY:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

**VIA:**  
 Certified Mail, Returned Receipt Requested  
 Hand Deliver:

**Date:** \_\_\_\_\_

**Received By:** \_\_\_\_\_

If monies due or to become due to the **CONTRACTOR** exceed the sum as set forth above, said sum shall be deducted from monies due or to become due to the **CONTRACTOR**. In case the sum as set forth above shall exceed the amount of all monies due or to become due to the **CONTRACTOR**, then the **CONTRACTOR** or his Surety shall pay the balance to the **OWNER**.

### **Article 3. CONTRACT PRICE**

- 3.1 **OWNER** shall pay **CONTRACTOR** for furnishing the Goods and/or Services as Bid with any alternates authorized herein in accordance with the **CONTRACT DOCUMENTS** in current funds at the prices set forth in the Schedule of Prices which is attached hereto and made a part hereof and in accordance with any amendments made to the **CONTRACT DOCUMENTS** subsequent to execution of this Agreement in accordance with Article 10 of the General Conditions.
- 3.2 The Contract Price as shown in the Schedule of Prices of the Bid Form for (PRICE FROM SCHEDULE OF PRICES).

### **Article 4. PAYMENT PROCEDURES**

**CONTRACTOR** shall submit Applications for Payment in accordance with Article 6 of the General Conditions. Applications for Payment will be processed by **OWNER** as provided in the General Conditions.

- 4.1 Progress Payments: **OWNER** shall make progress payments in accordance with **OWNER's** established payment procedures on the basis of **CONTRACTOR's** Applications for Payment as recommended by **OWNER** on the basis of the progress of furnishing Goods and/or Services. Progress payments may be made less retainage in the amount equal to: Ten (10%) Percent if the Contract is under One Hundred Thousand Dollars (\$100,000.00) and Two (2%) Percent if the Contract is over One Hundred Thousand Dollars (\$100,000.00) less the aggregate of payments previously made and less such amounts as **OWNER** may withhold, in accordance with Paragraph 6.2.3 of the General Conditions.
- 4.2 Final Payment: Upon receipt of the Final Application of Payment accompanied by **OWNER'S** recommendation of payment in accordance with Paragraph 6.6 of the General Conditions, **OWNER** shall pay the remainder of the Contract Price.

### **Article 5. CONTRACTOR'S REPRESENTATIONS**

In order to induce **OWNER** to enter into Agreement **CONTRACTOR** makes the following representations.

**CONTRACTOR** has familiarized himself/herself with the nature and extent of the **CONTRACT DOCUMENTS** and has given **OWNER** written notice of all conflicts, errors and discrepancies that he/she has discovered in the **CONTRACT DOCUMENTS** and the written resolution thereof by **OWNER** is acceptable to **CONTRACTOR**.

## PERFORMANCE BOND

KNOW ALL MEN/WOMEN BY THESE PRESENTS: that

as Principal, hereinafter called **CONTRACTOR**, and,

as Surety, hereinafter called **SURETY**, are held and firmly bond unto, and

as Obligee, hereinafter called **OWNER**, in the amount of

Dollars (\$) \_\_\_\_\_),

for the payment whereof **CONTRACTOR** and **SURETY** bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

**CONTRACTOR** has written agreement dated \_\_\_\_\_, 2013 entered into a Contract with **OWNER** for \_\_\_\_\_

in accordance with Drawings and Specifications prepared by \_\_\_\_\_

which Contract is by reference made a part hereof and is thereafter referred to as the **Contract**.

**THE FOLLOWING THREE (3) PAGES APPLY TO PROCUREMENT, PROFESSIONAL  
AND SERVICE CONTRACTS ONLY**

## **EXHIBIT A**

### **P.L. 1975, c. 127 (N.J.A.C. 17:27) Mandatory Affirmative Action Language Procurement, Professional or Service Contract**

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, sex, affectional or sexual orientation. The CONTRACTOR will take affirmative action to ensure that such applicants are recruited and employed and that employees are treated during employment without regards to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination 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 regards to age, creed, color, national origin, ancestry, marital status, sex, affectional and sexual orientation.

The CONTRACTOR, or SUBCONTRACTOR where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, notice, to be provided by the Public Agency Compliance 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 P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The CONTRACTOR, or SUBCONTRACTOR where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17-27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127 as amended and supplemented from time to time.

The CONTRACTOR, or SUBCONTRACTOR where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

## - APPENDIX 1 –

### LOCAL PUBLIC CONTRACTS LAW N.J.S.A. 40A:11

#### 40A:11-13 SPECIFICATIONS

Any specifications for the provision or performance of goods or services under this act shall be drafted in a manner to encourage free, open and competitive bidding. In particular, no specifications under this act may:

- a. Require any standard, restriction, condition or limitation not directly related to the purpose, function or activity for which the contract is awarded; or
- b. Require that any bidder be a resident of, or that the bidder's place of business be located in, the county or municipality in which the contract will be awarded or performed, unless the physical proximity of the bidder is requisite to the efficient and economical performance of the contract; except that no specification for a contract for the collection and disposal of municipal solid waste shall require any bidder to be a resident of, or that the bidder's place of business be located in, the county or municipality in which the contract will be performed; or
- c. Discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality; or
- d. Require, with regard to any contract, the furnishing of any "brand name," but may in all cases require "brand name or equivalent," except that if the goods or services to be provided or performed are proprietary, such goods or services may be purchased by stipulating the proprietary goods or services in the bid specification in any case in which the resolution authorizing the contract so indicates, and the special need for such proprietary goods or services is directly related to the performance, completion or undertaking of the purpose for which the contract is awarded; or
- e. Fail to include any option for renewal, extension, or release which the contracting unit may intend to exercise or require; or any terms and conditions necessary for the performance of any extra work; or fail to disclose any matter necessary to the substantial performance of the contract.

Any specification which knowingly excludes prospective bidders by reason of the impossibility of performance, bidding or qualification by any but one bidder, except as provided herein, shall be null and void and of no effect and shall be readvertised for receipt of new bids, and the original contract shall be set aside by the governing body.

Any specification for a contract for the collection and disposal of municipal solid waste shall conform to the uniform bid specifications for municipal solid waste collection contracts established pursuant to section 22 of P.L.1991, c.381 (C.48:13A-7.22).

## **40A:11-16 SEPARATE PLANS FOR VARIOUS TYPES OF WORK: BIDS, CONTRACTS**

Separate plans for various types of work; bids; contracts. In the preparation of plans and specifications for the construction, alteration or repair of any public building by any contracting unit, when the entire cost of the work will exceed the bid threshold, the architect, engineer or other person preparing the plans and specifications may prepare separate plans and specifications for

- a. The plumbing and gas fitting and all kindred work;
- b. Steam power plants, steam and hot water heating and ventilating apparatus and all kindred work;
- c. Electrical work;
- d. Structural steel and ornamental iron work; and
- e. All other work required for the completion of the project.

The contracting agent shall advertise for and receive, in the manner provided by law, either (a) separate bids for each of said branches of work, or (b) bids for all the work, goods and services required to complete the building to be included in a single overall contract, or (c) both. In the case of a single bid under (b) or (c), there shall be set forth in the bid the name or names of all subcontractors to whom the bidder will subcontract the furnishing of plumbing and gas fitting, and all kindred work, and of the steam and hot water heating and ventilating apparatus, steam power plants and kindred work, and electrical work, structural steel and ornamental iron work, each of which subcontractors shall be qualified in accordance with P.L.1971, c.198 (C.40A:11-1 et seq.). The contracting unit shall require evidence of performance security to be submitted simultaneously with the list of the subcontractors. Evidence of performance security may be supplied by the bidder on behalf of himself and any or all subcontractors, or by each respective subcontractor, or by any combination thereof which results in evidence of performance security equaling, but in no event exceeding, the total amount bid.

Whenever a bid sets forth more than one subcontractor for any of the specialty trade categories (1) through (4) specified hereinabove in this section, the bidder shall submit to the contracting unit a certificate signed by the bidder listing each subcontractor named in the bid for that category. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the bidder has agreed to award to each subcontractor should the bidder be awarded the contract. The certificate shall be submitted to the contracting unit simultaneously with the list of the subcontractors. The certificate may take the form of a single certificate listing all subcontractors or, alternatively, a separate certificate may be submitted for each subcontractor. If a bidder does not submit a certificate or certificates to the contracting unit, the contracting unit shall award the contract to the next lowest responsible bidder.

Contracts shall be awarded to the lowest responsible bidder. In the event that a contract is advertised in accordance with (c) above said contract shall be awarded in the following manner: If the sum total of the amounts bid by the lowest responsible bidder for each branch is less than the amount bid by the lowest responsible bidder for all the work, goods and services, the contracting unit shall award separate contracts for each of such branches to the lowest responsible bidder therefore, but if the sum total of the amounts bid by the lowest responsible bidder for each branch is not less than the amount bid by the lowest responsible bidder for all the work, goods and services, the contracting unit shall award a single overall contract to the lowest responsible bidder for all of such

#### **40A:11-16.4 PARTIAL PAYMENTS FOR MATERIALS**

Any contract entered into by a contracting unit pursuant to section 1 of P.L.1979, c.464 (C.40A:11-16.2) may also provide for partial payments at least once in each month with respect to all materials placed along or upon the site, or stored at secured locations, which are suitable for use in the execution of the contract, if the person providing the materials furnishes releases of liens for the materials at the time each estimate of work is submitted for payment. The total of all the partial payments shall not exceed the cost of the materials.

#### **40A:11-17 NUMBERS OF WORKING DAYS SPECIFIED**

All specifications for the doing of any public work for a contracting unit shall fix the date before which the work shall be completed, or the number of working days to be allowed for its completion; and every such contract shall contain a provision for a deduction, from the contract price, or any wages paid by the contracting unit to any inspector or inspectors necessarily employed by it on the work, for any number of days in excess of the number allowed in the specifications.

#### **40A:11-18 AMERICAN GOODS AND PRODUCTS TO BE USED WHERE POSSIBLE**

Each local unit shall provide, in the specifications for all contracts for county or municipal work or for work for which it will pay any part of the cost, or work which by contract or ordinance it will ultimately own and maintain that only manufactured and farm products of the United States, wherever available, be used in such work.

#### **40A:11-23.1 GENERAL REQUIREMENTS**

The awarding of the Contract for this Project shall be subject to all applicable provisions for N.J.S.A. 40A:11.23.1

#### **40A:11-23.2 MANDATORY REQUIREMENTS**

All bids received by the contracting unit shall comply with all applicable provisions of N.J.S.A. 40A:11-23.2 of New Jersey Local Public Contracts Law.

#### **40A:11-24 TIME FOR MAKING AWARDS: DEPOSITS RETURNED**

- a. Time for making awards; deposits returned. a. The contracting unit shall award the contract or reject all bids within such time as may be specified in the invitation to bid, but in no case more than 60 days, except that the bids of any bidders who consent thereto may, at the request of the contracting unit, be held for consideration for such longer period as may be agreed. All bid security, except the security of the three apparent lowest responsible bidders, shall be returned, unless otherwise requested by the bidder, within 10 days after the opening of the bids, Sundays and holidays excepted, and the bids of such bidders shall be considered as withdrawn. Within three days, Sundays and holidays excepted, after the awarding and signing of the contract and the approval of the contractor's performance bond, the bid security of the remaining unsuccessful bidders shall be returned to them.

## - APPENDIX 2 -

### N.J.A.C. 7:22 SUBCHAPTER 3 FUND PROCEDURES AND REQUIREMENTS

#### N.J.A.C. 7:22-3.17 (a)

The following requirements, in addition to N.J.A.C. 7:22-3.18 through 3.30, as well such statutes, rules, permits, terms and conditions which may be applicable to particular loans, are conditions to each Fund loan, and conditions to each disbursement under a Fund loan agreement.

- 3.17-1** Local government units shall comply with the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) or other applicable procurement method authorized by State law;
- 3.17-17** The recipient shall certify that it has not and shall not enter into any contract with, nor has any subcontract been or shall be awarded to, any person debarred, suspended or disqualified from Department contracting pursuant to N.J.A.C. 7:1D-2 for any services within the scope of project work;
- 3.17-20** The recipient shall certify that it and its contractors and subcontractors shall comply with the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4, the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1 et seq.), and the rules and regulations promulgated pursuant thereto, including but not limited to N.J.A.C. 17:27;
- 3.17-21** The recipient shall certify that it has established an affirmative action program for the hiring of minority workers in the performance of any construction contract for that project, consistent with the provisions of the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1 et seq.);
- 3.17-24** The recipient shall make a good faith effort to award not less than 10 percent of the total amount of all contracts for building, materials or services (including planning, design and building related activities) for a project to small business concerns owned and controlled by socially and economically disadvantaged individuals as defined in the Small Business Act (15 U.S.C. 637(a) and 637(d)), and any regulations promulgated pursuant thereto. Where a local government unit has Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) goals which exceed 10 percent of the total amount of all contracts, the local government unit's goals will take precedence over State goals;

## SUPPLEMENTAL CONDITIONS SCHEDULE OF INSURANCE REQUIREMENTS

Paragraphs of the General Conditions and Supplementary Conditions indicated below are supplemented to require that insurance shall be written for the greater of (a) coverage and limits of liability by Laws and Regulations or (b) not less than the coverage and limits of liability set forth below.

Workers Compensation and Employer Liability with coverage and limits of liability as required by Laws and Regulations.

General Liability with coverage including comprehensive form, premises/operations, underground explosion and collapse hazard, products completed operation, contractual, independent contractors, broad form property damage and personal injury with limits of liability as follows:

Bodily Injury and Property Damage  
\$2,000,000 combined occurrence  
\$2,000,000 combined aggregate

Automobile Liability with coverage including bodily injury and property damage combined with the same limits of liability as for General Liability.

Additional Insureds shall be named as follows: (a) OWNER

Property Damage with coverage including Builder's Risk "all-risk" with limits in the amount of the Contract Price.

Boiler Insurance with coverage and limits as follow: NOT APPLICABLE

- C. Notice of the demand for arbitration will be filed in writing with the other party to the CONTRACT and with the selected arbitrator and a copy will be sent to OWNER for information. The demand for arbitration will be made within the thirty (30) day period specified in paragraph SC-16.03A and in all other cases within a reasonable time after the claim or counterclaim, dispute or other matter in question has arisen and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim or other dispute or matter in question would be barred by the applicable statute of limitation.
- D. Except as provided in paragraph SC-16.03D, no arbitration arising out of or relating to the CONTRACT DOCUMENTS shall include by consolidation, joinder or in any other matter any other individual or entity (including OWNER, OWNER's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this CONTRACT unless:
1. The inclusion of such or other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and
  2. Such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings; and
  3. The written consent of the other individual or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusions which consent shall make specific reference to this paragraph, but no such consent shall constitute to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.
- E. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof and will not be subject to modification or appeal.