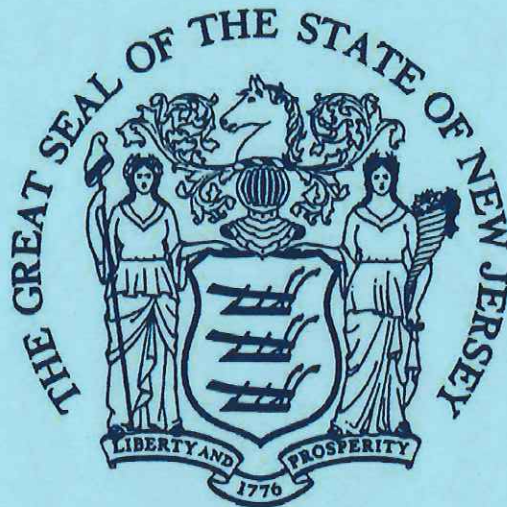


STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF ENGINEERING AND CONSTRUCTION  
DIVISION OF COASTAL ENGINEERING  
1510 HOOPER AVENUE  
TOMS RIVER, NEW JERSEY 08753

# OFFICIAL CONTRACT



EAST POINT SHORELINE STABILIZATION PROJECT  
TOWNSHIP OF MAURICE RIVER, CUMBERLAND COUNTY, NEW JERSEY  
DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4293-18



NJDEP - Division of Coastal Engineering  
1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753  
Tel: (732) 255-0767 – Fax: (732) 255-0774

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
ENGINEERING AND CONSTRUCTION 1510 HOOPER AVENUE  
TOMS RIVER, NEW JERSEY 08753

**EAST POINT SHORELINE STABILIZATION PROJECT**

TOWNSHIP OF MAURICE RIVER  
CUMBERLAND COUNTY, NEW JERSEY

DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4293-18

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## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Climate and Flood Resilience  
Division of Coastal Engineering

1510 Hooper Avenue  
Suite 140

Toms River, NJ 08753

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

CATHERINE R. MCCABE  
*Commissioner*

July 18, 2019

NJDEP PROJECT NO. 4293-18

EAST POINT SHORELINE STABILIZATION

TOWNSHIP OF MAURICE RIVER, CUMBERLAND COUNTY, NEW JERSEY

### ADVERTISEMENT FOR BID

Sealed bid proposals for the East Point Shoreline Stabilization Project, in the Township of Maurice River, Cumberland County, New Jersey will be received by the Manager, at 1510 Hooper Avenue, Toms River, New Jersey 08753, at 10:00 A.M. prevailing time, **Thursday, August 8, 2019.**

Bids shall be delivered to Erick Doyle, Manager, Division of Coastal Engineering, Bureau of Construction, in person at the above address or by mail prior to the time scheduled for bid openings. No bids will be accepted after the aforementioned time. All questions regarding the project are to be submitted by prospective bidders no later than 4:00 PM on July 26, 2019. All questions will be addressed by 4:00 PM on July 31, 2019 by the Division. The Division will only answer questions received from an authorized representative of a Pre-Qualified Contractor.

Plans and Specifications may be examined at the above address; however, call (732) 255-0767 before visiting to assure availability. Pre-qualified contractors can obtain bid documents from the Toms River address. Bidders must be pre-qualified with this Office under N.J.S.A. 52:35 et seq. under the "Special Miscellaneous Work" category prior to submitting a bid and are required to comply with the Affirmative Action provision as outlined in N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. Review and approval of new pre-qualification packages typically takes 10-12 calendar days, depending upon applicant's responsiveness. Please use the following link provided to access the pre-qualification package forms: <https://www.nj.gov/dep/shoreprotection/docs/prequalification.pdf>

Contractors and Subcontractors must be registered under the "Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq. (P.L. 2003, c. 91) at time of bid. Appropriate proof of this registration should be provided to NJDEP prior to award of contract. All prospective bidders must provide the following contact information for their designated authorized representative for all bid document, addenda, and correspondences to be delivered to. Please provide the following information to the Project Manager Michael Lewis via email at [Michael.Lewis@dep.nj.gov](mailto:Michael.Lewis@dep.nj.gov):

- Contact Name & Title;
- Mailing & Email Address;
- Office, Mobile, and Fax Number

No proposals will be considered unless accompanied by Certified Check or Bid Bond in the amount of ten percent (10%) of total amount bid and a certified statement from bonding company stating that it will furnish necessary performance and payment bond in the amount of the contract in accordance with N.J.S.A. 2A:44-143 and 2A:44-147 inclusive, with sureties satisfactory to the State of New Jersey.

Minimum wage rates for this project shall be as specified in the "Prevailing Wage Determination of the New Jersey Department of Labor and Workforce Development" on file with NJDEP. The entire work is to be completed within the CONTRACT TIME STATED WITHIN THE BID DOCUMENTS.

Also, please be advised that this project is federally funded and must adhere to the following:

"General wage determinations issued under Davis-Bacon and related acts, published by US Department of Labor, may be obtained from the Davis-Bacon web site at under the appropriate county where the project is to be performed, select the construction type heading: HEAVY. Pay the prevailing wage rates determined by the United States Secretary of Labor and the New Jersey Department of Labor. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, pay the higher rate."

State wage rates may be obtained from the New Jersey Department of Labor & Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor & Workforce Development's web site at [http://lwd.dol.state.nj.us/labor/wagehour/wagehour\\_index.html](http://lwd.dol.state.nj.us/labor/wagehour/wagehour_index.html) The State wage rates in effect at the time of award are part of this Contract, pursuant to Chapter 150, Laws of 1963 (N.J.S.A. 34:11-56.25, et seq.).

By submission of bid, the Contractor assures and certifies that it will comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act. If an employee of the Contractor or Subcontractor has been paid a rate of wages less than the prevailing wage, the Department may suspend the Work, and declare the Contractor in default."

The Department of Environmental Protection reserves the right to waive any informality in a bid or to reject any or all bids pursuant to law.



William Dixon, Director  
Division of Coastal Engineering

## CONTRACT

THIS AGREEMENT made the 10 day of October in the year two thousand nineteen, between the Department of Environmental Protection, Division of Coastal Engineering of the State of New Jersey, herein after referred to as the Division and WALTERS MARINE CONSTRUCTION, INC with a principal office location at 414 Woodbine – Oceanview Road, Oceanview, NJ 08230 herein after referred to as the Contractor.

**WITNESSETH**, that the said Contractor, for and in consideration of the payments hereinafter specified and agreed to be made by the Department, hereby covenants and agrees to furnish and deliver all the materials, to do and perform all the work and labor required to be furnished and delivered, done and performed in and about the improvement of

**EAST POINT SHORELINE STABILIZATION PROJECT  
TOWNSHIP OF MAURICE RIVER, CUMBERLAND COUNTY, NEW JERSEY  
NJDEP, DIVISION OF COASTAL ENGINEERING PROJECT NUMBER 4293-18**

in strict and entire conformity with the plans and specifications on file at the Division of Coastal Engineering and by the Specification and Proposal Form, Appendix, Addenda, and Clarifications that contain plans marked as E-36-36 applying to this particular work, which were duly approved by the State Commissioner of the Department of Environmental Protection under the power and authority vested in the Department under Chapter 148, Laws of 1992 which said plans, specifications and documents are hereby made part of this agreement as fully and with the same effect as if the same had been set forth at length in the body of this agreement.

In consideration of the covenants contained herein the Division hereby agrees to pay the Contractor for the said work, when completed in accordance with the said plans and specifications, the sum of three hundred ninety-one thousand seven hundred fifty dollars and no cents (\$391,750.00) for the base bid.



EAST POINT SHORELINE STABILIZATION PROJECT  
TOWNSHIP OF MAURICE RIVER, CUMBERLAND COUNTY, NEW JERSEY  
NJDEP, DIVISION OF COASTAL ENGINEERING PROJECT NUMBER 4293-18

IN WITNESS WHEREOF, the Contractor and the Division have hereunto set  
their respective names on the day and year first written.

(COMPANY SEAL)

William E. Walters Jr.

PRESIDENT (Print)

BY

PRESIDENT (Signature)

ATTEST:

NOTARY

STEPHANIE B. RENART  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES JULY 24, 2022

THE STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
CLIMATE AND FLOOD RESILIENCE

WILLIAM DIXON, DIRECTOR  
DIVISION OF COASTAL ENGINEERING

APPROVED:

DAVE ROSENBLATT, ASSISTANT COMMISSIONER  
CLIMATE AND FLOOD RESILIENCE

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

Gurbir S. Grewal  
ATTORNEY GENERAL OF NEW JERSEY

Name: David C. Apy  
Assistant Attorney General

Sharon Brown  
NOTARY Public  
New Jersey  
My Commission Expires 11-1-2022  
No. 2293660

NOTARY

Kimberly A. Kavanaugh  
Notary Public of New Jersey  
My Commission Expires 11-16-2022



## Confirmation Page

You have successfully completed your request for an Official Prevailing Wage Rate Determination. The wage rate determination details are displayed below. These details will also be emailed to the email address you provided.

Save the Confirmation No. for your records. Save and print all documents listed below. Please do not forget to complete the [PWConfirmation.pdf](#) and send it to the NJ Dept. of Labor and Workforce Development, Public Contracts Section.

If any of the links/attachments are not working, please email [PWRIssues@dol.nj.gov](mailto:PWRIssues@dol.nj.gov). Explain which of the links/attachments are not working and provide the Confirmation No. Please note that this email address is for online technical issues only; any law or wage rate questions sent to this email address cannot be answered and will be deleted.

Confirmation No.: 73680

Date of Determination: 09/13/2019 14:35:57

## NAME AND ADDRESS OF PUBLIC BODY AWARDED THE CONTRACT

Name	Department of Environmental Protection	FEIN	XXXXX9999
Street	1510 Hooper Avenue	City	Toms River
State	NJ	Zip	08753
Project No.	4293-18		

## NAME AND ADDRESS OF REQUESTING OFFICER

First Name	Michael	Last Name	Lewis MI
Title	Environmental Engineer Trainee	Phone No.	732-255-0765 Ext.
Company Name	Department of Environmental Protection	Email	michael.lewis@dep.nj.gov
Street	1510 Hooper Avenue	City	Toms River
State	NJ	Zip	08753

## NAME AND ADDRESS OF CONTRACTOR WHO IS BEING AWARDED THE CONTRACT

Company Name	Walters Marine Construction	FEIN	
Contact First Name	Stephanie	Contact Last Name	Renart MI
Street	414 Woodbine-Oceanview Road	City	Oceanview
State	NJ	Zip	08230
Contract Amount	\$391,750.00		

## DESCRIPTION OF WORK

Shoreline Stabilization adjacent to the East Point Lighthouse.

## LOCATION WHERE WORK WILL BE PERFORMED

Street

City

Maurice River Township

County Rate(s)

CUMBERLAND	<a href="#">234103355-cumberland-8-22-19.pdf</a>
STATE WIDE RATES	<a href="#">213110410-statewide-8-1-19.pdf</a>
PWConfirmation.PDF	<a href="#">PWConfirmation.pdf</a>

Print This Page

New Official Wage Rate Request



STATE OF NEW JERSEY  
Department of Labor and Workforce Development  
Division of Wage and Hour Compliance - Public Contracts Section  
PO Box 389  
Trenton, NJ 08625-0389

### PREVAILING WAGE RATE DETERMINATION

The New Jersey Prevailing Wage Act (N.J.S.A. 34:11-56.25 et seq.) requires that the Department of Labor and Workforce Development establish and enforce a prevailing wage level for workers engaged in public works in order to safeguard their efficiency and general well being and to protect them as well as their employers from the effects of serious and unfair competition.

Prevailing wage rates are wage and fringe benefit rates based on the collective bargaining agreements established for a particular craft or trade in the locality in which the public work is performed. In New Jersey, these rates vary by county and by the type of work performed.

Applicable prevailing wage rates are those wages and fringe benefits in effect on the date the contract is awarded. All pre-determined rate increases listed at the time the contract is awarded must also be paid, beginning on the dates specified. Rates that have expired will remain in effect until new rates are posted.

#### Prevailing Wage Rate

The prevailing wage rate for each craft will list the effective date of the rate and the following information:

**W** = Wage Rate per Hour

**B** = Fringe Benefit Rate per Hour\*

**T** = Total Rate per Hour

- \* Fringe benefits are an integral part of the prevailing wage rate. Employers not providing such benefits must pay the fringe benefit amount directly to the employee each payday. Employers providing benefits worth less than the fringe benefit amount must pay the balance directly to the employee each payday.

Unless otherwise stated in the Prevailing Wage Rate Determination, the fringe benefit rate for overtime hours remains at the straight time rate.

When the Overtime Notes in the Prevailing Wage Rate Determination state that the overtime rates are "inclusive of benefits," the benefit rate is increased by the same factor as the wage rate (i.e. multiplied by 1.5 for time and one-half, multiplied by 2 for double time, etc.).

#### Apprentice Rate Schedule

An "apprentice" is an individual who is registered with the United States Department of Labor - Office of Apprenticeship and enrolled in a certified apprenticeship program during the period in which they are working on the public works project.

The apprentice wage rate is a percentage of the journeyman wage rate, unless otherwise indicated. The apprentice benefit rate is the full journeyman benefit rate, unless otherwise indicated.

If there is no apprentice rate schedule listed, the individual must be paid at least the journeyman rate even if that individual is in a certified apprentice program for that trade.

If there is no ratio of apprentices to journeymen listed for a particular craft, then the ratio shall be one (1) apprentice to every four (4) journeymen.

## Comments/Notes

For each craft listed there will be comments/notes that cover the definition of the regular workday, shift differentials, overtime, recognized holidays, and any other relevant information.

## Public Works Contractor Registration

The Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48, et seq.) requires that **all** contractors, subcontractors, or lower tier subcontractors who are working on or who bid on public works projects register with the Department of Labor and Workforce Development. Applications are available at [www.nj.gov/labor](http://www.nj.gov/labor) (click on Wage & Hour and then go to Registration & Permits).

Pursuant to N.J.S.A. 34:11-56.51:

*No contractor shall bid on any contract for public work as defined in section 2 of P.L.1963, c. 150 (C.34:11-56.26) unless the contractor is registered pursuant to this act. No contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is registered pursuant to P.L.1999, c.238 (C.34:11-56.48 et seq.) at the time the bid is made. No contractor or subcontractor, including a subcontractor not listed in the bid proposal, shall engage in the performance of any public work subject to the contract, unless the contractor or subcontractor is registered pursuant to that act.*

## Snow Plowing

Snow plowing contracts are not subject to the New Jersey Prevailing Wage Act or the Public Works Contractor Registration Act.

PREVAILING WAGE SCHEDULES FOR THIS PROJECT ARE NOT REPRINTED  
HERE DUE TO SIZE



SEE SOLICITATION FOR TECHNICAL SPECIFICATIONS

**4293-18  
Proposal (1)**

**P R O P O S A L**

**DIVISION OF COASTAL ENGINEERING  
PROJECT NO. 4293-18  
EAST POINT SHORELINE STABILIZATION**

Department of Environmental Protection  
Engineering and Construction  
Division of Coastal Engineering  
1510 Hooper Avenue  
Toms River, New Jersey 08753

July 18, 2019

Walters Marine Construction

Contractor's Name  
(Print or Type)

414 Woodbine - Ocean View Rd

Address

Ocean View NJ 08230

City/State/Zip

Dear Sir/Madam:

In accordance with your advertisement of July 18, 2019, inviting proposals for the East Point Shoreline Stabilization Project, in the Township of Maurice River, Cumberland County, New Jersey under Project No. 4293-18 and subject to the conditions and requirements thereof, and to your Specifications dated July, 2019, as they relate to this proposal are made a part of it, I (or we) will provide all necessary construction materials, labor, supplies and facilities, and perform all the work called for by the said Specifications, in the manner described therein and in accordance with the requirements of the Project Manager/Engineer and the Inspectors under him or her, for the consideration of the bid specified and outlined as follows:

The bidder, hereby certifies to the best of its knowledge and belief and under penalty of perjury under the laws of the United States and the State of New Jersey, to the following:

**4293-18**  
**Proposal (2)**

**I. AFFIRMATIVE ACTION**

That an affirmative action program of equal opportunity, in support of P.L. 1945, c 169, the New Jersey "Law Against Discrimination" as supplemented and amended, as well as in accordance with Executive Order No. 11246 promulgated by the President of the United States, September 24, 1965 and Executive Order No. 11625, promulgated by the President of the United States, October 13, 1971, has been adopted by this organization to ensure that applicants are employed, employees are treated without regard to their race, creed, color, national origin, sex or age, and that the selection and utilization of contractors, subcontractors, consultants, materials suppliers and equipment lessors shall be done without regard to their race, creed, color, national origin, sex or age. Said affirmative action program addresses both the internal recruitment, employment and utilization of minorities and the external recruitment policy regarding minority contractors, subcontractors, consultants, materials suppliers and equipment lessors.

**II. EQUAL EMPLOYMENT OPPORTUNITY**

The performance of previous contracts or subcontracts subject to the Equal Opportunity Clause and the filing of required reports

That if the bidder has participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, all reports due under the applicable filing requirements have been filed with the joint reporting committee, the director of the office of federal contract compliance, a federal government contracting or administering agency, or the former president's committee on equal employment opportunity.

Note: This section (II) is required by the Equal Employment Opportunity regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)) for federally funded projects, and must be certified to by bidders only in connection with contracts and subcontracts which are subject to the Equal Opportunity Clause. Contracts and subcontracts which are exempt from the Equal Opportunity Clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt). Currently, Standard Form 100 (EEO-1) is for FHWA and FRA funded projects and Standard Forms 100 (EEO-1) and 257 are for UMTA funded projects as required by executive orders or their implementing regulations.

Contractors who have participated in a previous contract or subcontract subject to the executive orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts unless such contractor submits a report covering the delinquent period or such other period specified by the participating federal agency or by the director, office of federal contract compliance, U.S. Department of Labor.

**4293-18**  
**Proposal (3)**

**III. NON-COLLUSION AND WARRANTY CONCERNING SOLICITATION  
OF THE CONTRACT BY OTHERS**

That this proposal has been executed with full authority to do so; that said 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 above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the State of New Jersey relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

That the bidder warrants that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the bidder. (N.J.S.A.52:34-15).

**IV. DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION (DBE)**

There are no DBE goals associated with this project, however the Contractor shall refer to Section 1:16 for more information on Contracting with Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE) Firms. Please see Appendix F for Definitions of DBE, MBE, and WBE's.

**V. DEBARMENT**

That the bidder and principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local governmental entity.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, of receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the above paragraph of this certification.



**4293-18**  
**Proposal (4)**

**V. DEBARMENT (CONT)**

Have not within a three-year period preceding this proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Where the bidder is unable to certify to any of the statement in this certification, the Bidder shall explain below and/or on additional pages if necessary.

**VI. FORMS**

The bidder shall submit the attached forms within Appendix A. For all other submittals due at the time of bid please reference the complete Bid Checklist provided herein.

**BIDDING SCHEDULE**

**BASE BID ITEMS**

**ITEM NO. 1 – BASE BID – GENERAL WORK:**

The completion of all general work as specified in  
Section 11:01, as shown on the project plans for the  
lump sum of .....\$ 50,000.<sup>00</sup>

**ITEM NO. 2 – BASE BID – GEOTUBE REVETMENT:**

Construction of 570.00 linear feet (L.F.) of  
Geotube Revetment, complete, in place, as specified at  
section 11:02 complete in place, as shown on the project plans at  
a unit price of \$ 295.<sup>00</sup> per LF or .....\$ 168,150.<sup>00</sup>

**ITEM NO. 3 – BASE BID – DEMOLISH AND RELOCATE BROKEN  
CONCRETE:**

Construction of 1.00 lump sum (LS) of  
Demolish and Relocate Concrete Rubble,  
as specified at Section 11:03, as shown on the project  
a unit price of \$ 15,000.<sup>00</sup> per LS or .....\$ 15,000.<sup>00</sup>

**ITEM NO. 4 – BASE BID – IMPORTED BEACH SAND:**

Construction of 3,700.00 tons (TON) of  
Imported Beach Sand, complete, in place, as specified at  
section 11:04 complete in place, as shown on the project plans at  
a unit price of \$ 38.<sup>00</sup> per TON or .....\$ 140,600.<sup>00</sup>

**ITEM NO. 5 – BASE BID – SURVEYING:**

The completion of all general work as specified in  
Section 11:05, as shown on the project plans for the  
lump sum of .....\$ 10,000.<sup>00</sup>

**ITEM NO. 6 – BASE BID – STRUCTURE MONITORING:**

The completion of all general work as specified in  
Section 11:06, as shown on the project plans for the  
lump sum of .....\$ 8,000.<sup>00</sup>

**4293-18**  
**Proposal (6)**

**OPTION "1" ITEMS**

**ITEM NO. 1.1 – OPTION "1" – SAND FILLED MATTRESS:**

Construction of 570.00 linear feet (L.F.) of  
Sand Filled Mattress, complete, in place, as specified at  
section 11:07 complete in place, as shown on the project plans at  
a unit price of \$ 120.<sup>00</sup> per LF or .....\$ 68,400.<sup>00</sup>

**OPTION "2" ITEMS**

**ITEM NO. 2.1 – OPTION "2" – GEOTUBE REVETMENT:**

Construction of 340.00 linear feet (L.F.) of  
Geotube Revetment, complete, in place, as specified at  
section 11:08 complete in place, as shown on the project plans at  
a unit price of \$ 340.<sup>00</sup> per LF or .....\$ 115,600.<sup>00</sup>

**ITEM NO. 2.2 – OPTION "2" – IMPORTED BEACH SAND:**

Construction of 1,960.00 tons (TON) of  
Imported Beach Sand, complete, in place, as specified at  
section 11:08 complete in place, as shown on the project plans at  
a unit price of \$ 41.<sup>00</sup> per TON or .....\$ 80,360.<sup>00</sup>

**ITEM NO. 2.3 – OPTION "2" – SURVEYING:**

The completion of all general work as specified in  
Section 11:08, as shown on the project plans for the  
lump sum of .....\$ 5,000.<sup>00</sup>

**ITEM NO. 2.4 – OPTION "2" – SAND FILLED MATTRESS:**

Construction of 340.00 linear feet (L.F.) of  
Sand Filled Mattress, complete, in place, as specified at  
section 11:08 complete in place, as shown on the project plans at  
a unit price of \$ 135.<sup>00</sup> per LF or .....\$ 45,900.<sup>00</sup>

**4293-18**  
**Proposal (7)**

**TOTAL AMOUNT OF BASE BID** ..... \$ 391,750.<sup>00</sup>  
(Items 1, 2, 3, 4, 5, and 6)

**TOTAL AMOUNT OF OPTION "1" ITEMS** ..... \$ 68,400.<sup>00</sup>  
(Item 1.1)

**TOTAL AMOUNT OF OPTION "2" ITEMS** ..... \$ 246,860.<sup>00</sup>  
(Items 2.1, 2.2, 2.3, and 2.4)

**AMOUNT OF CERTIFIED CHECK OR BID BOND** .... \$ 39,175.<sup>00</sup>  
(Minimum of 10% of total amount of bid)

**NOTE:** The Department will evaluate bids for award solely based on the lowest qualified base bid. Base Bid shall include Item Nos. 1, 2, 3, 4, 5, and 6. See Section 1:05 for additional information regarding the evaluation of the bid and see Section 1:06 for additional information regarding evaluation of the bid options.



**4293-18**  
**Proposal (8)**

**BIDDER'S CERTIFICATION**

The person signing this Proposal (hereinafter "I") hereby certifies that I have the full authority to execute this proposal on behalf of the bidder named on page one of this proposal. In executing this proposal, I hereby declare that the bidder has carefully examined the Advertisement, Specifications, Plans, Proposal and all other contract documents required for the construction of the project named above.

I hereby acknowledge that, as the signatory below, the bidder understands that work under this project will not commence until a contract, executed by the Commissioner of the Department of Environmental Protection, is in possession of the bidder and that this may be as long as 90 days after bids have been received.

I hereby certify that I have full authority to execute this proposal on behalf of the bidder named on page one of this proposal. In executing this proposal, I hereby declare that the bidder has carefully examined the advertisement, specifications, plans, proposal, and all other contract documents required for the construction of the project named above.

By submitting this bid, the bidder certifies and represents that its bid, updated financial statement(s), certifications as to business registration/representative, public works contractor registration/representative, and proposal bond have been signed by an authorized representative of the bidder.

  
\_\_\_\_\_  
Signature of Contractor

**David E. Southard**  
Secretary

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal I.D. Number

609-624-8702  
\_\_\_\_\_  
Telephone Number

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

**KNOW ALL MEN BY THESE PRESENTS**, that we

**WALTERS MARINE CONSTRUCTION, INC.**

414 Woodbine-Oceanview Rd. Ocean View, NJ 08230

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

**International Fidelity Insurance Company**

2570 Boulevard of the Generals, Ste 125 Norristown, PA 19403

a corporation duly organized under the laws of the State of **NJ** as Surety, hereinafter called the Surety, are held and firmly bound unto

**State Of New Jersey Dept. Of Environmental Protection**

1510 Hooper Avenue, Suite 140 Toms River, NJ 08753

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Ten Percent of Amount Bid**-----Dollars (10%),

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

**NJDEP #4293-18 - East Point Shoreline Stabilization - Township of Maurice River**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee 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 Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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 **8th** day of **August, 2019**

Pamela A. Brown  
(Witness)

William T. Fry  
(Witness) William T. Fry

**WALTERS MARINE CONSTRUCTION, INC.**

(Principal)

(Seal)

(Title)

David E. Southard  
Secretary

**International Fidelity Insurance Company**

(Surety)

(Seal)

Jenna L. Crooks, Attorney-in-fact



## CONSENT OF SURETY

We, the undersigned Surety, International Fidelity Insurance Company  
2570 Boulevard of the Generals, Ste 125  
Norristown, PA 19403

A corporation organized and existing under the State of NJ

are hereby authorized to do business in the State of NJ

do hereby consent and agree with State Of New Jersey Dept. Of Environmental Protection  
1510 Hooper Avenue, Suite 140  
Toms River, NJ 08753


that if WALTERS MARINE CONSTRUCTION, INC.  
414 Woodbine-Oceanview Rd.  
Ocean View, NJ 08230

is the successful bidder for  
NJDEP #4293-18 - East Point Shoreline Stabilization - Township of Maurice River


it, as Surety, will provide the bidder with bond(s) in such sum as is required in the advertisement or in the specifications.

Signed, sealed and dated 8th day of August, 2019

Witness

  
William T. Fry

By:

  
Jenna L. Crooks, Attorney-in-fact

**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

**KNOW ALL MEN BY THESE PRESENTS:** That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**WILLIAM T. FRY, ELAINE MARIE FRY, JENNA L. CROOKS**

Chadds Ford, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> day of July, 2015 :

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and  
**ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents  
on this 31<sup>st</sup> day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, International Fidelity Insurance Company and  
Allegheny Casualty Company



On this 31<sup>st</sup> day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark,  
New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

*August 8, 2019*

Irene Martins, Assistant Secretary



**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
ONE NEWARK CENTER, 20<sup>TH</sup> FLOOR, NEWARK, NEW JERSEY 07102-5207

**STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS**

AT DECEMBER 31, 2018

<u>ASSETS</u>	
Bonds (Amortized Value) . . . . .	\$126,525,302
Common Stocks (Market Value) . . . . .	24,794,502
Mortgage Loans on Real Estate . . . . .	344,840
Cash, Bank Deposits & Short Term Investments . . . . .	42,240,486
Unpaid Premiums & Assumed Balances . . . . .	9,544,138
Reinsurance Recoverable from Reinsurers . . . . .	83,650
Electronic Data Processing Equipment . . . . .	423,280
Investment Income Due and Accrued . . . . .	1,307,538
Current Federal & Foreign income Tax Recoverable & Interest thereon . . . . .	971,023
Net Deferred Tax Assets . . . . .	1,298,541
Receivables from Parent, Subsidiaries & Affiliates . . . . .	2,216,045
Other Assets . . . . .	18,400,278
<b>TOTAL ASSETS . . . . .</b>	<b><u>\$228,149,623</u></b>
<u>LIABILITIES, SURPLUS &amp; OTHER FUNDS</u>	
Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses) . . . . .	\$8,729,241
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses . . . . .	1,255,433
Loss Adjustment Expenses . . . . .	3,910,677
Commissions Payable, Contingent Commissions & Other Similar Charges . . . . .	1,731,782
Other Expenses (Excluding Taxes, Licenses and Fees) . . . . .	4,194,006
Taxes, Licenses & Fees (Excluding Federal Income Tax) . . . . .	446,580
Unearned Premiums . . . . .	38,599,862
Dividends Declared & Unpaid: Policyholders & Stockholders . . . . .	700,000
Ceded Reinsurance Premiums Payable . . . . .	2,452,973
Funds Held by Company under Reinsurance Treaties . . . . .	1,031
Amounts Withheld by Company for Account of Others . . . . .	70,169,700
Provision for Reinsurance . . . . .	31,630
Payable to Parent, Subsidiaries and Affiliates . . . . .	46,354
Other Liabilities . . . . .	5,144
<b>TOTAL LIABILITIES . . . . .</b>	<b><u>\$132,274,413</u></b>
Common Capital Stock . . . . .	\$3,600,000
Gross Paid-in & Contributed Surplus . . . . .	374,600
Surplus Notes . . . . .	16,000,000
Unassigned Funds (Surplus) . . . . .	81,855,190
Less: Treasury Stock at cost (50,682 shares common) (value incl. \$45.) . . . . .	5,954,580
<b>Surplus as Regards Policyholders . . . . .</b>	<b><u>\$95,875,210</u></b>
<b>TOTAL LIABILITIES, SURPLUS &amp; OTHER FUNDS . . . . .</b>	<b><u>\$228,149,623</u></b>

I, John M Mruk, Treasurer of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2018, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 22<sup>nd</sup> day of February, 2019.  
INTERNATIONAL FIDELITY INSURANCE COMPANY

*John M Mruk*



STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

OWNERSHIP DISCLOSURE FORM

BID SOLICITATION #: 4293-18 VENDOR {BIDDER}: Walters Marine Construction

PART 1

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR THE "NO" BOX. ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO COMPLETE THIS FORM PURSUANT TO N.J.S.A. 52:25-24.2

PLEASE NOTE THAT IF THE VENDOR/BIDDER IS A NON-PROFIT ENTITY, THIS FORM IS NOT REQUIRED.

- |  | YES                                 | NO                                  |
|--|-------------------------------------|-------------------------------------|
| 1. Are there any individuals, corporations, partnerships, or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}?  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <p>IF THE ANSWER TO QUESTION 1 IS "NO", PLEASE SIGN AND DATE THE FORM.<br/>IF THE ANSWER TO QUESTION 1 IS "YES", PLEASE ANSWER QUESTIONS 2 - 4 BELOW.</p>                                |                                     |                                     |
| 2. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties individuals?   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Of those parties owning a 10% or greater interest in the Vendor {Bidder}, are any of those parties corporations, partnerships, or limited liability companies?                        | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. If your answer to Question 3 is "YES", are there any parties owning a 10% or greater interest in the corporation, partnership, or limited liability company referenced in Question 3? | <input type="checkbox"/>            | <input type="checkbox"/>            |

IF ANY OF THE ANSWERS TO QUESTIONS 2 - 4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.

PART 2

PLEASE PROVIDE FURTHER INFORMATION RELATED TO QUESTIONS 2 - 4 ANSWERED AS "YES".

If you answered "YES" for questions 2, 3, or 4, you must disclose identifying information related to the individuals, corporations, partnerships, and/or limited liability companies owning a 10% or greater interest in the Vendor {Bidder}. Further, if one or more of these entities is itself a corporation, partnership, or limited liability company, you must also disclose all parties that own a 10% or greater interest in that corporation, partnership, or limited liability company. This information is required by statute.

INDIVIDUALS

NAME William E. Walters Jr.  
ADDRESS 1 \_\_\_\_\_  
ADDRESS 2 \_\_\_\_\_  
CITY \_\_\_\_\_

NAME Ronald J. Walters  
ADDRESS 1 \_\_\_\_\_  
ADDRESS 2 \_\_\_\_\_  
CITY \_\_\_\_\_

NAME \_\_\_\_\_  
ADDRESS 1 \_\_\_\_\_  
ADDRESS 2 \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Attach Additional Sheets If Necessary.



**PART 2 continued**  
**PARTNERSHIPS/CORPORATIONS/LIMITED LIABILITY COMPANIES**

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

ENTITY NAME			
PARTNER NAME			
ADDRESS 1			
ADDRESS 2			
CITY	STATE	ZIP	

*Attach Additional Sheets If Necessary.*

In the alternative, to comply with the ownership disclosure requirement, a Vendor {Bidder} with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature (Do not let Vendor/Dad's signature)

Date

Print Name and Title

FEIN/SSN





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR {BIDDER} FORM

BID SOLICITATION #: 4293-18 VENDOR {BIDDER}: Walters Marine Construction

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR {BIDDER} BELOW.  
IN PART 2 OF THIS FORM, YOU WILL BE REQUIRED TO ANSWER QUESTIONS REGARDING THESE INDIVIDUALS.

OFFICERS/DIRECTORS

NAME William E. Walters Jr.  
TITLE President  
ADDRESS 1 391 Old Goshen Rd.  
ADDRESS 2  
CITY Ocean View STATE NJ ZIP 08430

NAME Ronald J. Walters  
TITLE Vice-President  
ADDRESS 1 5 Dennis Creek Dr.  
ADDRESS 2  
CITY AmCH STATE NJ ZIP 08210

NAME David E. Southard  
TITLE Secretary  
ADDRESS 1 607 US Route 9 North  
ADDRESS 2  
CITY Boesleys Point STATE NJ ZIP 08223

Attach Additional Sheets if Necessary.

PART 2

PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER "YES" OR "NO".  
PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON  
YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

- |   | YES                      | NO                                  |
|---|--------------------------|-------------------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government?                            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies?   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved?  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3. IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.



**PART 3**  
**PROVIDING ADDITIONAL INFORMATION**

If you answered "YES" to any of questions 1 - 4 above, you must provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition.

<b>PERSON OR ENTITY NAME</b>	
<b>CONTACT NAME</b>	<b>PHONE NUMBER</b>
<b>CASE CAPTION</b>	
<b>INCEPTION OF THE INVESTIGATION</b>	<b>CURRENT STATUS</b>
<b>SUMMARY OF INVESTIGATION</b>	

<b>PERSON OR ENTITY NAME</b>	
<b>CONTACT NAME</b>	<b>PHONE NUMBER</b>
<b>CASE CAPTION</b>	
<b>INCEPTION OF THE INVESTIGATION</b>	<b>CURRENT STATUS</b>
<b>SUMMARY OF INVESTIGATION</b>	

<b>PERSON OR ENTITY NAME</b>	
<b>CONTACT NAME</b>	<b>PHONE NUMBER</b>
<b>CASE CAPTION</b>	
<b>INCEPTION OF THE INVESTIGATION</b>	<b>CURRENT STATUS</b>
<b>SUMMARY OF INVESTIGATION</b>	

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

  
**David E. Southard**

Date

**8/8/19**

Print Name and Title

**Secretary**





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: 4293-18

VENDOR/BIDDER: Walters Marine Construction

**PART 1**

**CERTIFICATION**

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

**CHECK THE APPROPRIATE BOX**



OR

A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.

B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such information will result in the proposal being rendered as nonresponsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2**

**PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: \_\_\_\_\_

RELATIONSHIP TO VENDOR/BIDDER: \_\_\_\_\_

DESCRIPTION OF ACTIVITIES: \_\_\_\_\_

DURATION OF ENGAGEMENT: \_\_\_\_\_

ANTICIPATED CESSATION DATE: \_\_\_\_\_

VENDOR/BIDDER CONTACT NAME: \_\_\_\_\_

VENDOR/BIDDER CONTACT PHONE No.: \_\_\_\_\_

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

David E. Southard

Date

8/8/19

Print Name and Title

Secretary





STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

**SOURCE DISCLOSURE FORM**

BID SOLICITATION #:

4293-18

VENDOR {BIDDER}:

Walters Marine Construction

The Vendor {Bidder} submits this form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

**PART 1**

☒ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.

☐ Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

**PART 2**

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Country	Location	by	Description of Service(s) to be Performed Outside of the U.S.	Reason Why the Service(s) Cannot be Performed in the U.S.

Any changes to the information set forth in this form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof will be immediately reported by the Contractor to the Director of the Division of Purchase and Property.

If during the term of the Contract the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor {Bidder}, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor {Bidder} is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

David E. Southard

Date

8/8/19

Print Name and Title

Secretary

Proposal

(STD.)

**CONTRACTOR'S QUALIFICATION AFFIDAVIT**

This is to certify under oath that as of the end of the calendar month immediately preceding the date of the proposal of which this affidavit is a part, the financial equipment, and personnel condition of the within named bidder is as good as or better than that upon which said bidder was last classified or reclassified in accordance with N.J.S.A 52:35 et seq. and any amendments thereto; and that the said Bidder has no contracts in force that will affect the completion of the contract on which bid is submitted in full accordance with plans and specifications.

  
\_\_\_\_\_  
L.S.  
David E. Southard  
Secretary

Sworn and Subscribed  
before me this

8 day of August 2019

at Walters Marine Construction, Inc.  
414 Woodbine-Oceanview Road  
Ocean View, NJ 08230

Notary Public





Proposal (STD.)

It is understood that the bidding and award of contract will be based on Sections 1:00 and 100 of these specifications.

Accompanying this proposal is a:

☐ Certified check in the sum of \$ \_\_\_\_\_

☐ Bid Bond in the amount of \$ \_\_\_\_\_

Guaranteed payable to the Department of Environmental Protection which check I (or We) agree is to be forfeited as liquidated damages and not as a penalty, if in this case the proposal is found to be the lowest contract awarded thereon, the undersigned shall fail under the conditions of the proposal to execute a contract with this body or furnish evidence as requested under experience, otherwise the certified check is to be returned to the undersigned.

I (or We) make this proposal with full knowledge of the kind, quantity and quality of the service required and if it is accepted, will after receiving notice of such acceptance enter into the contract with good and sufficient sureties for the faithful performance thereof.

Under the laws of the State of New Jersey

☐ partnership

The undersigned is a

☒ corporation S

☐ individual


Having its principal office at Walters Marine Construction, Inc.  
414 Woodbine-Oceanview Road  
Ocean View, NJ 08230

Signed 

By David E. Southard

Secretary

(SEAL)  
ATTEST

  
William E. Walters, Jr.



## Walters Marine Construction, Inc.

414 Woodbine Ocean View Road  
Ocean View, NJ 08230  
Phone 609.624.8702  
Fax 609.624.8703

### CORPORATE RESOLUTION

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that William E. Walters Jr. and Ronald J. Walters (**Officer Names/Titles as many as applicable**) of this corporation each individually has the ability to bind the corporation to the contract and are hereby directed, authorized and empowered to execute, acknowledge and deliver such documents, instructions and papers and perform such acts may be legally, properly and reasonable required or necessary for the purpose of procuring and executing any bid, bid bonds or contracts which may be awarded by the New Jersey Department of Transportation, specifically (**Complete & Full Project Description w/DP #**) #4293-18

East Point Shoreline Stabilization - Township of Maurice River

I, David E. Southard, Secretary of a Corporation of New Jersey (State) CERTIFY that this is a true copy of a Resolution as it appears in the records and as was duly and legally adopted at the meeting of the Board of Directors of the corporation called for that purpose and held on March 30, 2012 (**Date, subsequent to the Bid Date**), pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and if in full force and effect as of the date hereof.

DATED: 8/8/19

  
\_\_\_\_\_  
Signature, Corp. Secretary

David E. Southard  
Secretary

\_\_\_\_\_  
Print Name, Corp. Secretary

**AFFIX CORPORATE SEAL**

**WALTERS MARINE CONSTRUCTION, INC.**  
**ANNUAL MEETING OF SHAREHOLDERS AND DIRECTORS**  
**BY**  
**UNANIMOUS CONSENT IN LIEU OF 2012 ANNUAL MEETING**

The undersigned, being all of the Shareholders and Directors of Walters Marine Construction, Inc., hereby formally waive notice of the 2012 Annual Meeting and do hereby consent to the actions which shall have the same effect for all purposes as if such action had been taken and adopted at a formal meeting as follows:

The following Directors and Shareholders represent all of the Directors and 100 percent of the Shareholders:

William Walters  
Ronald Walters

The Directors and Shareholders unanimously resolve and agree to the following:

1. The following individuals be and hereby are elected to serve as Directors of the Corporation until the next Annual Meeting of the Stockholders and Directors or until their successors are elected as follows:

William Walters  
Ronald Walters

2. The following persons are elected to the offices set opposite their names, to hold office and exercise the powers and responsibilities specified in the by-laws of the Corporation:

President  
Vice President /Treasurer  
Secretary

William Walters  
Ronald Walters  
David Southard

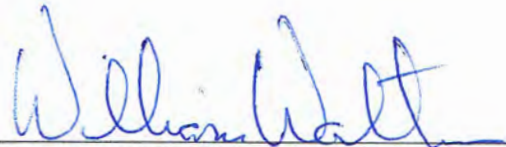


3. The Corporation shall continue to maintain bank accounts at Sturdy Savings Bank. The Board adopts any necessary banking resolutions to effectuate the foregoing.

4. The Board voted to authorize its officers, including but not limited to Secretary David Southard, to sign various documents on behalf of the corporation, including bid documents, contract documents, change orders, and other types of documents with various customers, clients, and subcontractors. Mr. Southard is to identify himself as "Corporate Secretary", or "Secretary to the Corporation", when he signs his name to bind the corporation.

5. The Board ratified all lawful activity, conduct and contracts entered into or executed on behalf of the Corporation.

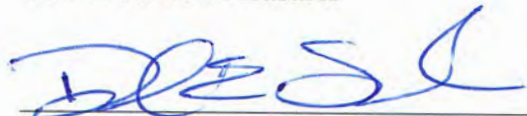
IN WITNESS WHEREOF, the undersigned have hereunto executed this Consent on March 30, 2012.



WILLIAM WALTERS, President



RONALD WALTERS,  
Vice President/Treasurer



DAVID SOUTHARD,  
Secretary

## **APPENDIX F**

### **PROVISIONS FOR FEDERALLY FUNDED PROJECTS**

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF ENGINEERING & CONSTRUCTION  
DIVISION OF COASTAL ENGINEERING

The Division of Coastal Engineering, herein referred to as "Department", shall ensure that all Contractors entering into a construction contract that is federally/partially-federally funded with the Department complies with all terms and conditions of the provisions stated in Appendix F. All Contractors should be aware that these provisions also apply to all potential Sub-Contractors and it will be the responsibility of the Contractor to ensure any Sub-Contract they may enter include these provisions.

**I. Required Certification**

The Contractor shall include the following certification, signed by an official who is authorized to legally bind the Contractor, with the submission of any annual or final fiscal report, as well as with the submission of any voucher requesting payment pursuant to this Contract via the Contractor Payment Affidavit. The Contractor Payment Affidavit shall include the following language:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Contract which utilizes Federal funds. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

**II. Requirement for Data Universal Numbering System (DUNS) number**

No entity, as defined at 2 CFR Part 25, Subpart C, may receive a sub-award from the Department unless the entity has provided its DUNS Number to the Department.

**III. Federal Funding Accountability and Transparency Act Reporting**

A. The Contractor shall report the names and total compensation of each of the Contractor's five most highly compensated executives for the Contractor's preceding completed fiscal year, if:

1. In the Contractor's preceding fiscal year, the Contractor received:
  - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code for 1986. (To determine if the public has access to the compensation information see U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

B. Such reporting shall be made, to the Department, upon the Contractor's execution of this Contract.

C. Definitions applicable to this reporting requirement can be found in Appendix A of 2 CFR Part 170.

**IV. Debarment and Suspension**

A. The Contractor shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons and, further, pass the requirement to comply to each person with whom the Contractor enters into a covered transaction at the next lowest tier.

B. The Contractor acknowledges that failing to disclose information as required at 2 CFR 180.355 may result in the delay or negation of this Contract, or pursuit of legal remedies, including suspension and debarment.

**V. Restrictions on Lobbying**

- A. The Contractor agrees to fully comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, with respect to New Restrictions on Lobbying.
- B. The Contractor and all lower tier subrecipients shall include the following language in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Contractor and all lower tier subrecipients shall certify and disclose accordingly:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. Contractors and their subcontractors that apply or bid for an award exceeding \$100,000 must file the enclosed Certification Regarding Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Accordingly, Standard Form-LLL, if required at any tier, shall ultimately be forwarded to the Department.

**VI. Equal Employment Opportunity**

This agreement constitutes a Federally assisted construction contract, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, then:

- A. During the performance of this agreement, the Contractor agrees as follows:
  1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
  2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the Contractor's legal duty to furnish information.



4. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the provisions of Subparagraphs (A)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to a subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

## **VII. Federal Labor Standards**

To the extent applicable, the Contractor shall comply with Federal Labor Standards, including:

1. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Contractor and its subcontractors, where applicable, are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors, where applicable, are required to pay wages not less than once a week. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, the Contractor and its subcontractors, where applicable, shall pay the higher rate.

General wage determinations issued under Davis-Bacon and related acts, published by the US Department of Labor, may be obtained from the Wage Determinations online website at <https://www.wdol.gov.dba.aspx>. The Federal wage determinations in effect at the time of this award are part of this agreement. The Contractor hereby accepts the wage determinations and agrees that its award of any subcontract under this agreement shall be conditioned upon the subcontractor's acceptance of the wage determinations.

2. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor and its subcontractors, where applicable, must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Contractor and its subcontractors, where applicable, shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Contractor and its

subcontractors must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**VIII. Rights to Inventions**

If the State award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Contractor or its subrecipients at any tier wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Contractor or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**IX. Environmental Regulatory Compliance**

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**X. Procurement of Recovered Materials**

Any Contractor that is an agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**XI. Buy American Act**

The Contractor shall comply with the provisions of the Buy American Act under 41 U.S.C. §§ 8301-8305; 48 C.F.R. Part 25 which requires the Contractor to buy domestic “articles, materials, and property” when they are acquired for public use unless a specific exemption applies.

**XII. Disadvantaged Business Enterprise (DBE)**

Disadvantaged Business Enterprise (DBE) goals will be set in accordance with guidelines or standards established by the funding source. DBEs are for-profit small business concerns where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations.

African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

To this extent, an MBE and WBE are defined below:

Minority Business Enterprise (MBE). An MBE is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. Executive Order 11652 designates the following:

- a. Black American (with origins from Africa);



## FEDERAL FUNDING PROVISIONS

- b. Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America);
- c. Native American (American Indian, Eskimo, Aleut, or native Hawaiian); Historic Preservation Fund Grants Manual Chapter 17 Procurement Standards June 2007 Release 17-3
- d. Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the Republic of Palau, the Republic of the Marshall Islands, and the Federated States of Micronesia, Northern Marianas, Laos, Cambodia, Taiwan, or the Indian subcontinent); or
- e. Other groups whose members are U. S. citizens and are found to be disadvantaged by the Small Business Administration pursuant to section 8(d) of the Small Business Act as amended (15 U.S.C. 637(d)), or the Secretary of Commerce.

Women's Business Enterprise (WBE). A WBE is a business concern that is, a. at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women; and, b. whose daily business operations are managed and directed by one or more of the women owners. Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals.

Grantees are encouraged to procure goods and services from labor surplus areas.

**XIII. Additional Provisions**

N/A

RECEIPT OF ACKNOWLEDGEMENT

\*Please complete this form and return to NJDEP Division of Coastal Engineering at time of bid\*

The Contractor has read and understands all the terms and conditions of the provisions stated within Appendix F and shall adhere to them to perform work on NJDEP Project No. 4293-18. The Contractor is also obligated under these provisions to ensure that any Sub-Contractors they may enter into an agreement with shall be fully aware of these provisions and should include this Appendix as an attachment to their Sub-Contract.

**I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THESE PROVISIONS**

Signature

  
**David E. Southard**  
Secretary

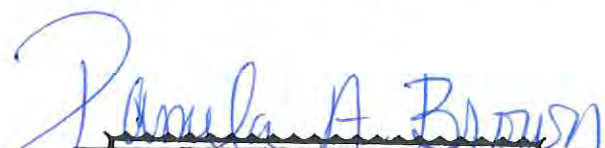
Date

8/8/19

Print Name and Title

Walters Marine Construction  
Print Name of Contractor

Notary Signature

  
**PAMELA A BROWN**  
ID # 2430917  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
My Commission Expires March 7, 2023

Date

8/8/19

Certificate Number  
66771

Registration Date: 06/23/2019  
Expiration Date: 06/22/2021



# State of New Jersey

## Department of Labor and Workforce Development Division of Wage and Hour Compliance

### Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

Walters Marine Construction, Inc.

**2019**

Responsible Representative(s):  
William E. Walters, Jr., President

Responsible Representative(s):  
Ronald J. Walters, Vice-President

A handwritten signature in cursive script, reading "RA Angelo".

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

NON TRANSFERABLE

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

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY  
DIVISION OF REVENUE  
PO BOX 252  
TRENTON, N.J. 08646-0252

TAXPAYER NAME:  
WALTERS MARINE CONSTRUCTION, INC.

TRADE NAME:

TAXPAYER IDENTIFICATION#:

SEQUENCE NUMBER:

0078739

ADDRESS:  
414 WOODBINE OCEAN VIEW ROAD  
OCEAN VIEW NJ 08230

ISSUANCE DATE:

08/03/04

EFFECTIVE DATE:  
10/07/88

FORM-BRC(D8-01)

Acting Director

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

THIS DOCUMENT IS PRINTED ON WATERMARKED PAPER WITH A MULTI-COLORED BACKGROUND AND MULTIPLE SECURITY FEATURES. PLEASE VERIFY AUTHENTICITY.

NOT AN  
ELECTRICIAN'S  
OR PLUMBER'S  
LICENSE

State Of New Jersey  
New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Home Improvement Contractors

HAS REGISTERED

WALTERS MARINE CONSTRUCTION, INC.  
William E. Waters  
414 Woodbine-Ocean View Road  
Ocean View NJ 08230

FOR PRACTICE IN NEW JERSEY AS A(N): Home Improvement Contractor

New Jersey Office of the Attorney General  
Division of Consumer Affairs

THIS IS TO CERTIFY THAT THE  
Home Improvement Contractors  
HAS REGISTERED

WALTERS MARINE CONSTRUCTION, INC.  
Home Improvement Contractor

NOT AN ELECTRICIAN'S OR PLUMBER'S LICENSE  
03/07/2019 TO 03/31/2020  
VALID

SIGNATURE

*Paul Rodriguez*

13VH00661200  
License/Registration/Certification #

03/07/2019 TO 03/31/2020  
VALID

13VH00661200

LICENSE/REGISTRATION/CERTIFICATION #

*William E. Waters*  
Signature of Licensee/Registrant/Certificate Holder

*Paul Rodriguez*  
ACTING DIRECTOR

PLEASE DETACH HERE  
IF YOUR LICENSE/REGISTRATION/  
CERTIFICATE ID CARD IS LOST  
PLEASE NOTIFY:  
Home Improvement Contractors  
P.O. Box 48016  
Newark, NJ 07101

PLEASE DETACH HERE



# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond# 0762268

AIA Document A311

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that **WALTERS MARINE CONSTRUCTION, INC.**

(Here insert full name and address or legal title of Contractor)

**414 Woodbine-Oceanview Rd.  
Ocean View, NJ 08230**

as Principal, hereinafter called Contractor, and, **International Fidelity Insurance Company**

(Here insert full name and address or legal title of Surety)

**2570 Boulevard of the Generals, Ste 125  
Norristown, PA 19403**

as Surety, hereinafter called Surety, are held and firmly bound unto **State Of New Jersey Dept. Of Environmental Protection**

(Here insert full name and address or legal title of Owner)

**1510 Hooper Avenue, Suite 140  
Toms River, NJ 08753**

as Obligee, hereinafter called Owner, in the amount of **THREE HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$391,750.00)**,

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 by written agreement dated / / entered into a contract with Owner for

(Here insert full name address and description of project)

**NJDEP #4293-18 - East Point Shoreline Stabilization - Township of Maurice River**

in accordance with Drawings and Specifications prepared by

, ,

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract the Owner having performed Owner's obligations thereunder, the surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damage for which the Surety may be liable hereunder, the amount of the contract price", as used in this paragraph shall mean the total amount payable by Owner to Contractor under the contract and any amendments thereto, less the amount properly paid by owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this 23rd day of August, 2019

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

William T. Fry

WALTERS MARINE CONSTRUCTION, INC.

Principal

Seal

(Title)

David E. Southard

International Fidelity Insurance Company

Surety

Seal

Jenna L. Crooks, Attorney-in-Fact

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond# 0762268

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that **WALTERS MARINE CONSTRUCTION, INC.**

(Here insert full name and address or legal title of Contractor)

**414 Woodbine-Oceanview Rd.  
Ocean View, NJ 08230**

as Principal, hereinafter called Contractor, and, **International Fidelity Insurance Company**

(Here insert full name and address or legal title of Surety)

**2570 Boulevard of the Generals, Ste 125  
Norristown, PA 19403**

as Surety, hereinafter called Surety, are held and firmly bound unto **State Of New Jersey Dept. Of Environmental Protection**

(Here insert full name and address or legal title of Owner)

**1510 Hooper Avenue, Suite 140  
Toms River, NJ 08753**

as Oblige, hereinafter called Owner, for the use and benefit of claimants as herein below defined, in the amount of **THREE HUNDRED NINETY ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$391,750.00)**,

(Here insert a sum equal to at least one-half of the contract price)

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

WHEREAS,

Principal has by written agreement dated / /, entered into a contract with Owner for

(Here insert full name address and description of project)

**NJDEP #4293-18 - East Point Shoreline Stabilization - Township of Maurice River**

in accordance with Drawings and Specifications prepared by

''

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant and have execution thereon. The Owner shall not be liable for payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within (90) day after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the

party to whom materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail; postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any state in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent for the jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the project or any part thereof is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanic's liens which may be filed of record against said improvements whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this date **23rd** day of **August**, 2019.

(Witness)

(Witness)

William T. Fry

**WALTERS MARINE CONSTRUCTION, INC.**

(Principal)

(Seal)

(Title)

**David E. Southard**

**International Fidelity Insurance Company**

(Surety)

Secretary

(Title) Attorney-in-Fact

**Jenna L. Crooks, Attorney-in-Fact**



Bond# 0762268

**POWER OF ATTORNEY**  
**INTERNATIONAL FIDELITY INSURANCE COMPANY**  
**ALLEGHENY CASUALTY COMPANY**

One Newark Center, 20<sup>th</sup> Floor, Newark, New Jersey 07102-5207 PHONE: (973) 624-7200

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and **ALLEGHENY CASUALTY COMPANY** a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

**WILLIAM T. FRY, ELAINE MARIE FRY, JENNA L. CROOKS**

Chadds Ford, PA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 20<sup>th</sup> day of July, 2010 and by the Board of Directors of **ALLEGHENY CASUALTY COMPANY** at a meeting duly held on the 10<sup>th</sup> day of July, 2015 :

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** have each executed and attested these presents on this 31<sup>st</sup> day of December, 2018



STATE OF NEW JERSEY  
County of Essex

Kenneth Chapman

Executive Vice President, International Fidelity Insurance Company and  
Allegheny Casualty Company



On this 31<sup>st</sup> day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and of **ALLEGHENY CASUALTY COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey  
My Commission Expires April 4, 2023

**CERTIFICATION**

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** and **ALLEGHENY CASUALTY COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, August 23, 2019

Irene Martins, Assistant Secretary

# NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

## INSURANCE CERTIFICATE

This certifies that for the policies indicated below have been issued to the insured for the subject Contract for the policy period indicated, that the policies comply with the requirements of Section 5:08 (B) of the New Jersey Department of Environmental Protection Standard Specifications as amended by any addenda and clarifications thereto, and that all information contained herein is true and accurate.

CONTRACTOR: Walters Marine Construction Inc.  
 PROJECT NAME: East Point Shoreline Stabilization  
 LOCATION: Twp of Maurice River, Cumberland County, NJ  
 DP FILE NO: \_\_\_\_\_

### A COMPREHENSIVE GENERAL LIABILITY INSURANCE

Company Providing Coverage: Starr Indemnity & Liab Co  
 Policy Number: MASILBN00060318  
 Effective Date: 11-20-18  
 Expiration Date: 11-20-19  
 Limit of Liability: \$ 1,000,000 per occurrence Combined Single Limit (B.I. & P.D.)  
 Deductible: \$ 2,500.00

This policy names the State, its officers, employees and agents  
 As additional insured ☒ Yes ☐ No

#### ENDORSEMENTS

- ☒ PERSONAL INJURY
- ☒ CONTRACTUAL LIABILITY
- ☒ PREMISES & OPERATIONS
- ☒ PRODUCTS & COMPLETED OPERATIONS
- ☒ INDEPENDENT CONTRACTORS
- ☒ WAIVER OF SUBROGATION
- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☐ PER PROJECT AGGREGATE
- ☒ EXPLOSIONS
- ☒ DAMAGE TO UNDERGROUND UTILITIES
- ☒ COLLAPSE OF FOUNDATIONS

### B COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE

Company Providing Coverage: Harleysville Ins. Co.  
 Policy Number: BA0000003200AE  
 Effective Date: 11-20-18  
 Expiration Date: 11-20-19  
 Limit of Liability: \$ 1,000,000 per occurrence Combined Single Limit (B.I. & P.D.)  
 Type of Coverage: ☒ ALL OWNED AUTOS ☐ NON-OWNED AUTOS ☐ HIRED AUTOS

#### ENDORSEMENTS

- ☒ WAIVER OF SUBROGATION
- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED

### C OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE

Company Providing Coverage: Starr Indemnity & Liability Co.  
 Policy Number: MASILBN00214819  
 Effective Date: 10-1-19  
 Expiration Date: 11-20-19  
 Limit of Liability: \$ 4,000,000 per occurrence Combined Single Limit (B.I. & P.D.)

This policy names the State, its officers, employees and agents  
 As additional insured ☒ Yes ☐ No

#### ENDORSEMENTS

- ☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED
- ☒ PER PROJECT AGGREGATE

### D WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Company providing Coverage: Wesco Insurance Co.  
 Policy Number: WWC3387474  
 Effective Date: 11-20-18  
 Expiration Date: 11-20-19  
 Limit of Liability: \$ 1,000,000 Each accident  
 \$ 1,000,000 Disease, each employee  
 \$ 1,000,000 Disease, policy limit

#### ENDORSEMENTS

- US LONGSHORE & HARBOR WORKERS COVERAGE AND JONES ACT: ☒ Yes ☐ No

# NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

## INSURANCE CERTIFICATE

CONTRACTOR: Walters Marine Construction Inc.  
PROJECT NAME: East Point Shoreline Stabilization

**E EXCESS LIABILITY INSURANCE**Company Providing Coverage: Starr Indemnity & Liab Co.Policy Number: MASTLBN00060418Effective Date: 11-20-18Expiration Date: 11-20-19Limit of Liability: \$ 10,000,000 per occurrence

Policy takes effect if the primary policy is impaired or exhausted and has the same terms and conditions as the primary underlying coverage for the following:

- ☒ A COMPREHENSIVE GENERAL LIABILITY  
☒ B COMPREHENSIVE AUTOMOBILE LIABILITY

**F MARINE LIABILITY INSURANCE** (required only if construction operations require marine operations)Company Providing Coverage: Starr Indemnity & Liab Co.Policy Number: MASTHBN00016118Effective Date: 11-20-18Expiration Date: 11-20-19Limit of Liability: \$ 2,000,000 per occurrenceThis policy names the State, its officers, employees and agents as additional insured: ☐ Yes ☐ No**ENDORSEMENTS**

- ☒ PERSONAL INJURY  
☒ CONTRACTUAL LIABILITY  
☒ WAIVER OF SUBROGATION  
☒ PER PROJECT AGGREGATE

**G RAILROAD PROTECTIVE LIABILITY INSURANCE** (if required by Special Provisions)

Company Providing Coverage: \_\_\_\_\_

**ENDORSEMENTS**

Policy Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Limit of Liability: \$ \_\_\_\_\_ per occurrence, \$ \_\_\_\_\_ annual aggregate

- ☐ SEVERABILITY OF INTEREST/SEPARATION OF INSURED  
☐ PER PROJECT AGGREGATE

**H POLLUTION LIABILITY INSURANCE**Company Providing Coverage: Ironshore Specialty Ins Co.Policy Number: 004197000Effective Date: 10-1-19Expiration Date: 12-31-19Limit of Liability: \$ 5,000,000 per occurrence\$ 10,000,000 aggregate

Policy is written on the following basis:

- ☒ Occurrence form, and completed operations coverage to be provided for no less than 2 years after Acceptance  
☐ Claims made, and Extended Reporting Provision coverage to be maintained for no less than 2 years after Acceptance

This policy names the State, its officers, employees and agents as additional insured: ☒ Yes ☐ No**ENDORSEMENTS**

- ☒ BODILY INJURY AND PROPERTY DAMAGE  
☒ NATURAL RESOURCES DAMAGE  
☒ ENVIRONMENTAL CLEAN UP INCLUDING RESTORATION  
☒ LEGAL DEFENSE  
☒ TRANSPORTATION OF WASTE FROM THE PROJECT LIMITS  
☒ DISPOSAL LIABILITY  
☒ WAIVER OF SUBROGATION  
☒ SEVERABILITY OF INTEREST/SEPARATION OF INSURED  
☒ PER PROJECT AGGREGATE

The policy does not contain exclusions or limitations for:

- ☒ LIABILITIES ASSUMED  
☒ LEAD, SILICA, ASBESTOS  
☐ UNDERGROUND STORAGE TANKS  
☐ INSURED VS. INSURED EXCLUSION THAT RESTRICTS COVERAGE TO THE STATE

**Certificate Holder**NJDEP - DIVISION OF COASTAL ENGINEERING  
DIRECTORAddress: 1510 Hooper Ave  
Ste 140  
Toms River, NJ  
08753

I certify that I am an authorized representative for each of the above indicated insurance Companies, and that all policies have been endorsed to require written notice of cancellation or non-renewal to the named Certificate Holder, 30 days prior to cancellation or expiration of the policy.

Company: Insurance Agencies Inc  
Address: 1601 New Rd, Ste 100  
Northfield, NJ 08225

Phone: \_\_\_\_\_

Signature: Charles F. Vogdes  
Name: Charles Vogdes



# STATE OF NEW JERSEY

DEPARTMENT OF LABOR & WORKFORCE DEVELOPMENT  
CONSTRUCTION EEO COMPLIANCE MONITORING PROGRAM

Official Use Only

Assignment

Code

FORM AA-201

Revised 11/11

## INITIAL PROJECT WORKFORCE REPORT CONSTRUCTION

For instructions on completing the form, go to: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/aa201ins.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/aa201ins.pdf)

1. FID NUMBER		2. CONTRACTOR ID NUMBER		5. NAME AND ADDRESS OF PUBLIC AGENCY AWARDED CONTRACT			
		2042		Name: NJ DEP Address: 1510 WOODER AVENUE Toms River, NJ 08753			
3. NAME AND ADDRESS OF PRIME CONTRACTOR				CONTRACT NUMBER		DATE OF AWARD	
WALTERS MARINE CONSULTING				4293-18		9/23/19	
(Name)				DOLLAR AMOUNT OF AWARD		00	
414 WOODBINE-OCEANVIEW RD				6. NAME AND ADDRESS OF PROJECT		7. PROJECT NUMBER	
(Street Address)				Name: EAST POINT			
OCEAN VIEW, NJ 08230				Address: SHORELINE			
(City) (State) (Zip Code)				STABILIZATION			
4. IS THIS COMPANY MINORITY OWNED [ ] OR WOMAN OWNED [ ]				COUNTY		8. IS THIS PROJECT COVERED BY A PROJECT LABOR AGREEMENT (PLA)? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
				CHAMBERLAIN			
9. TRADE OR CRAFT		PROJECTED TOTAL EMPLOYEES		PROJECTED MINORITY EMPLOYEES		PROJECTED PHASE-IN DATE	
		MALE FEMALE		MALE FEMALE		PROJECTED COMPLETION DATE	
		J AP J AP		J AP J AP			
1. ASBESTOS WORKER							
2. BRICKLAYER OR MASON							
3. CARPENTER							
4. ELECTRICIAN							
5. GLAZIER							
6. HVAC MECHANIC							
7. IRONWORKER							
8. OPERATING ENGINEER		2				10/1/19 1/1/20	
9. PAINTER							
10. PLUMBER							
11. ROOFER							
12. SHEET METAL WORKER							
13. SPRINKLER FITTER							
14. STEAMFITTER							
15. SURVEYOR							
16. TILER							
17. TRUCK DRIVER							
18. LABORER		3		1		10/1/19 1/1/20	
19. OTHER							
20. OTHER							

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

(Signature)

10. (Please Print Your Name)

(Title)

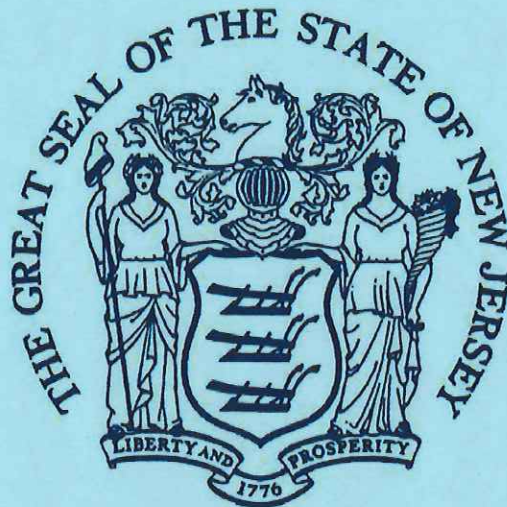
(Area Code)

(Telephone Number)

(Ext.)

(Date)





NJDEP - Division of Coastal Engineering  
1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753  
Tel: (732) 255-0767 – Fax: (732) 255-0774



## State of New Jersey

PHILLIP D. MURPHY  
*Governor*

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Climate and Flood Resilience  
Division of Coastal Engineering  
1510 Hooper Ave; Suite 140  
Toms River, N. J. 08753  
Tel. 732-255-0767 Fax 732-255-0774

CATHERINE R. MCCABE  
*Acting Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

August 23, 2019

William Walters Jr. - President  
Walters Marine Construction, Inc.  
414 Woodbine-Oceanview Road  
Oceanview, New Jersey 08230

Ref: NJDEP Intent to Award Letter Project 4293-18  
East Point Shoreline Stabilization Project  
Township of Maurice River, Cumberland County, New Jersey

Dear Mr. Walters:

The Department of Environmental Protection hereby finds that the bid your firm submitted on Thursday, August 8, 2019, for the above project, was the lowest responsive bid. Accordingly, the Department, by this letter, awards the project designated as Project 4293-18, East Point Shoreline Stabilization Project, Township of Maurice River, Cumberland County, New Jersey to your firm, Walters Marine Construction, Inc. The Contract amount is for the base bid amount of \$391,750.00 for the total base bid scope of work. The Department will notify your firm within 30 days after the issuance of the Notice to Proceed whether an option or multiple options are to be exercised. This award is not binding on the Department until the contract has been executed by the Department. Furthermore, no work shall be performed on account of the proposed contract until you received a fully executed contract and Notice to Proceed. To fully execute the contract please provide the following:

1. Enclosed for execution and return are six (6) original copies of **CONTRACT NO. 4293-18. PLEASE DO NOT DATE THE CONTRACT.** The contract will be dated at the time it is executed by the Commissioner or his/her designee. The contract must be signed and witnessed. A properly signed and sealed corporate resolution verifying the authority of the officers to sign the contract for the corporation must be attached with the contract.
2. **PERFORMANCE AND A PAYMENT BOND** by a surety company listed in the current U.S. Treasury Circular 570 and cannot exceed the amount of authority listed in U.S. Treasury Circular 570. All surety companies must be licensed to transact surety business in the State of New Jersey. In the event that the penal sum of the bond exceeds the limitations prescribed in Circular 570, two or more listed surety companies may be accepted, jointly and severally, as co-sureties on the contract, as long as the penal sum of the bond does not exceed the prescribed limitations of their aggregate qualifying power.

The performance and payment bonds must be signed by the authorized officers of the corporation and the corporate seal must be affixed. They must be signed by each surety company, witnessed and accompanied by both a certification as to authorization of the Attorney-in-Fact to bind each surety company and a true and correct statement of financial condition of each surety company. All names must be typed or printed below the signature on the bonds. The bonds must bear the dates on which they are issued and signed.

3. Valid **BUSINESS REGISTRATION WITH THE DIVISION OF REVENUE** in the New Jersey Department of Treasury in accordance with P.L. 2001, c. 134 ( N.J.S.A. 52:31-44).

4. Proof of **REGISTRATION WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT AS A PUBLIC WORKS CONTRACTOR** in accordance with N.J.S.A. 34:11-56.48 and P.L. 2003, c. 91, effective August 16, 2003. If not already submitted with bid.
5. Three (3) copies of the **NJDEP INSURANCE CERTIFICATE** (DC 175) must be completed by your insurance agency and submitted to the Department with the other contract documents. Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department with the other contract documents.
6. Two (2) copies of the **TWO-YEAR VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS FORM** must be completed and submitted to the Department with other contract documents in accordance with P.L. 2005, c. 51 (N.J.S.A. 19:44A-20. 13). It is the Department's understanding that this form has been recently submitted to the office and was approved.
7. The New Jersey Department of Environmental Protection does not have the delegated authority to monitor and enforce Equal Employment Opportunity (EEO) Workforce Compliance State Funded/Partially State Funded construction projects. The New Jersey Department of Treasury, Division of Public Contracts EEO Compliance has jurisdiction for EEO monitoring and enforcement. Therefore, in accordance with the regulations governing State Funded Construction Projects (PL 1975, c.127; N.J.S.A. 10:5-31 et. Seq., N.J.A.C. 17:27), please submit your **INITIAL PROJECT WORKFORCE REPORT – CONSTRUCTION, FORM AA-201** which is enclosed for your convenience.

Please complete and submit one (1) copy of Form AA-201 to this office and two (2) copies addressed to:

New Jersey Department of the Treasury  
Division of Public Contracts  
Equal Employment Opportunity Monitoring Program  
P.O. Box 206  
Trenton, NJ 08625-0206

As per the specifications, you have a maximum of fourteen (14) business days from receipt of this letter to return the fully executed contract, payment and performance bonds, proof of valid business registration, vendor certification, AA-201 form, and signed and notarized paperwork to this office. Failure to do so may result in the disqualification of your bid.

The contract becomes effective on the date of issuance of the fully executed contract along with the Notice to Proceed (NTP). Any work commenced prior to the issuance of the NTP shall be done so at the full risk of the contractor.

Please return all completed documents to Erick Doyle, Manager, Division of Coastal Engineering, Bureau of Construction, 1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753.

Sincerely,



William Dixon, Director  
Division of Coastal Engineering

Enclosed:

- Six (6) Copies of Contract
- NJDEP Insurance Certificate (DC-175)
- Two-Year Vendor Certification and Disclosure of Political Contributions Form
- Form AA-201