

DPMC 11-3a **AGREEMENT & BILL OF SALE CERTIFICATION FOR STORED MATERIALS**

New Jersey Department of Treasury • DPM&C Bureau of Design & Construction

Project #: _____

Invoice #: _____

Date: _____

A. AGREEMENT

The Director allows the contractor to purchase certain items of materials and/or equipment in advance of the time required for the supply and/or installation of the said materials by the contractor under his contract on the project indicated, and to submit requisitions to the State in payment therefor. In consideration of the provisions of the contract and/or this agreement, it is mutually agreed and certified by the contractor as follows:

- 1) The contractor and/or his supplier or vendor have agreed to and certify to the bill of sale below for the listed materials and equipment and transfer all of their rights, title and interest in the said property unconditionally to the State of New Jersey.
- 2) The property so transferred has been designated by a tag or other appropriate written notice affixed thereto, stating: "Property of the State of New Jersey."
- 3) The said property must be stored in a warehouse or other appropriate place as indicated in Article D.
- 4) All property listed below in Article C becomes the sole property of the State, but nothing in these provisions shall be construed as relieving the contractor from sole responsibility for the care, custody and protection of the said property, or as a waiver of the right of the State to require fulfillment of all terms and conditions of the aforesaid contract between the parties. No payment, however, final or otherwise shall operate to relieve the contractor or his sureties from any obligations under the aforesaid contract or the performance and payment bond issued to the State.
- 5) The contractor certifies that the material and/or equipment is fully insured for the total value thereof, against the perils of fire, theft, extended coverage, vandalism and malicious mischief.
- 6) The State reserves the right to inspect the materials wherever stored, at its convenience, during normal working hours.
- 7) The cost and expense, if any, involved in the storage and/or delivery to the construction site will be borne by the contractor.
- 8) The contractor certifies that he has submitted and received in return an approved DPMC-12 and/or approved shop drawings on the stored materials and/or equipment where and if required by the contract documents.

B. PROJECT & CONTRACTOR INFORMATION (provide where appropriate):

Project & Location: _____

Prime Contractor: _____

Subcontractor: _____

Sub-Subcontractor: _____

Distributor: _____

Manufacturer: _____

(name)

(street)

(city)

C. LIST OF MATERIALS AND/OR EQUIPMENT STORED (or per attached listing):

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>TOTAL VALUE</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____

D. PLACE AND METHOD OF STORAGE:

LOCATION:

- Warehouse
- Storage Yard
- On Site

STORED BY:

- Manufacturer
- Distributor
- Contractor

PROTECTED BY:

- Building Cover
- Plastic or Canvas Cover
- Not required

Name & Address of Party Storing Material:

Name & Address of Storage Location:

ATTENTION:

ATTENTION:

E. BILL OF SALE:

In consideration of the sum or sums listed above, in lawful money of the United State to be paid as hereinafter provided, as bargained and sold by these present does grant and convey unto the State of New Jersey title of ownership of all materials and/or equipment noted above. To have and to hold the same unto the State of New Jersey forever; and vendor/contractor does for itself, its successors and assigns covenant and agree to warrant and defend the sale of the aforementioned materials hereby sold unto the State of New Jersey against all claims of every person and persons whomsoever.

SWORN AND SUBSCRIBED TO BEFORE ME THIS

_____ DAY OF _____, _____

Name of Prime Contractor

Notary Public of:
My Commission Expires:

Name of Individual & Title

Signature

Date

Accepted by (DPMC)

Date