

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

# OFFICIAL CONTRACT



STEEL SHEET PILE DUNE RESTORATION PROJECT  
BOROUGH OF MANTOLOKING, TOWNSHIP OF BRICK, NEW JERSEY  
FEDERAL PROJECT NUMBER ER-NJ13 (004)  
BUREAU OF COASTAL ENGINEERING  
PROJECT NOS. 4256-14 & 4257-14

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## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NATURAL & HISTORIC RESOURCES

Engineering and Construction

501 East State Street

P. O. Box 420

Trenton, N. J. 08625-0420

Tel. 609-292-9236 FAX 609-984-1908

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

BOB MARTIN  
Commissioner

RE-ADVERTISEMENT FOR BID

February 10, 2014

NJDEP PROJECT NOS. 4256-14 & 4257-14  
STEEL SHEET PILE DUNE RESTORATION PROJECT  
BOROUGH OF MANTOLOKING, TOWNSHIP OF BRICK, NEW JERSEY  
FEDERAL PROJECT NUMBER ER-NJ13 (004)

Sealed bid proposals for the Steel Sheet Pile Dune Restoration Project, in the Township of Brick and Borough of Mantoloking, Ocean County, New Jersey will be received by the Administrator, Office of Engineering and Construction, 1510 Hooper Avenue, Toms River, New Jersey 08753, at 10:00 A.M. prevailing time, Tuesday, March 4, 2014.

Bids shall be delivered to William Dixon, Acting Manager, Bureau of Coastal Engineering, 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.

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. and must register with both the New Jersey Department of Treasury, Division of Revenue pursuant to N.J.S.A. 52:32-44 AND the "Public Works Contractor Registration Act", N.J.S.A. 34:11-56.48 et seq. (P.L. 2003, c. 91) prior to contract execution. Appropriate proof of these registrations should be provided to NJDEP as soon as possible.

No proposals will be considered unless accompanied by Certified Check or Bid Bond in the amount of at least 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 a surety or 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 Industry" on file with this Department. The attention of bidders is directed to the provisions covering subletting or assigning the contract. The entire work is to be completed within the CONTRACT TIME STATED WITHIN THE BID DOCUMENTS.

The Department of Environmental Protection reserves the right to waive any informality in or to rejecting any or all bids as pursuant to law or in the best interest of the State.

Dave Rosenblatt, Administrator  
Office of Engineering and Construction



## State of New Jersey

MAIL CODE 501-01A

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NATURAL & HISTORIC RESOURCES

Engineering and Construction

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Tel. 609-292-9236 FAX 609-984-1908

CHRIS CHRISTIE

Governor

KIM GUADAGNO

Lt. Governor

BOB MARTIN

Commissioner

April 11, 2014

Joseph Branco  
EIC Associates Inc.  
140 Mountain Ave.  
Springfield, New Jersey 07081

Re: Project 4256-14 and 4257-14  
Steel Sheet Dune Restoration Project  
Borough of Mantoloking, Township of Brick, Ocean County, New Jersey

Dear Mr. Branco:

The New Jersey Department of Environmental Protection hereby finds that the bid submitted by you on Thursday March 6, 2014, for the above project, was the lowest responsible bid received. Accordingly, the Department, by this letter, has awarded the project designated as Project 4256-14 and 4257-14, Steel Sheet Pile Dune Restoration Project, Borough of Mantoloking, Township of Brick, Ocean County, New Jersey to your firm, EIC Associates, Inc. The Contract amount is \$23,837,000.00. This award is not binding on the Department until the contract has been executed by the Commissioner. Furthermore, no work shall be performed on account of the proposed contract until you received a fully executed contract.

Enclosed for execution and return are nine (9) original copies of Contract No. 4256-14 and 4257-14. **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.

You are required to furnish a 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.

In addition, the contractor must submit to the Department proof of 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) and proof of registration with the New Jersey Department of Labor 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.

As per the specifications, you have a maximum of fourteen (14) calendar days from receipt of this letter to return the fully executed contract, payment and performance bond and proof of valid business registrations, and signed and notarized paperwork to this office. Failure to do so will result in the disqualification of your bid.

The NJDEP Insurance Certificate (DC 175), enclosed within, must be completed by your insurance agency in triplicate and submitted to the Department at the preconstruction meeting.

Proof of any other insurance required by the contract must be provided separately on forms satisfactory to the Department at the preconstruction meeting.

The New Jersey Department of Environmental Protection does not have the delegated authority to monitor and enforce EEO Workforce Compliance State Funded/Partially State Funded construction projects. The New Jersey Department of the 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.

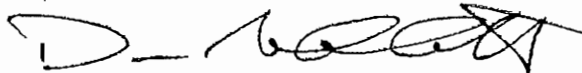
Please complete and submit Form AA-201 to the following:

<b><u>FIRST (2) Copies to:</u></b>	<b><u>(3<sup>rd</sup>) Copy – (Marked Public Agency) to:</u></b>
New Jersey Department of the Treasury Division of Public Contracts Equal Employment Opportunity Compliance P.O. Box 209 Trenton, NJ 08625	New Jersey Department of Environmental Protection Bureau of Coastal Engineering 1510 Hooper Ave., Suite 140 Toms River, NJ 08753

The contract becomes effective on the date of issuance of the Notice to Proceed (NTP). The NTP shall be issued upon award concurrence by the New Jersey Department of Transportation. No work shall begin until the NTP is issued.

Please return all completed documents to Bill Dixon, Acting Manager, Bureau of Coastal Engineering, 1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753.

Sincerely,



Dave Rosenblatt, Administrator  
Office of Engineering & Construction

**CONTRACT**

THIS AGREEMENT made the 19<sup>th</sup> day of May in the year two thousand fourteen, between the Department of Environmental Protection, Office of Engineering and Construction of the State of New Jersey, herein after referred to as the Office and **EIC Associates, Inc.** with a principal office location at 140 Mountain Ave., Springfield, New Jersey 07081 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 Office, 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

**STEEL SHEET PILE DUNE RESTORATION PROJECT, BOROUGH OF  
MANTOLOKING, TOWNSHIP OF BRICK, NEW JERSEY. FEDERAL  
PROJECT NUMBER ER-NJ13 (004).**

in strict and entire conformity with the plans on file at the Toms River office of the Office of Engineering and Construction and with the New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction 2007 and as amended by the Specification and Proposal Form, the Special Provisions, Supplementary Specifications for Federal Aid Projects, Federal Aid Attachments, Appendix and plans marked as E-drawing 36-16 applying to this particular work, which were duly approved by the State Commissioner of Transportation under the power and authority vested in the Department of Transportation under Chapter 301, Laws of 1966, approved December 12, 1966 (N.J.S.A. 27:1A-1, et seq.), and the State Commissioner of the Department of Environmental Protection under the power and authority vested in the Department of Environmental Protection 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 Office hereby agrees to pay the Contractor for the said work, when completed in accordance with the said plans and specifications, the sum of twenty-three million, eight hundred thirty seven thousand dollars and no cents (\$23, 837, 000.00).

**OVER**



STEEL SHEET PILE DUNE RESTORATION PROJECT,  
BOROUGH OF MANTOLOKING, TOWNSHIP OF BRICK,  
NEW JERSEY. FEDERAL PROJECT NUMBER ER-NJ13 (004).

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

(SEAL)

EIC ASSOCIATES, INC.

ATTEST:



Joseph Branco  
(Print)

BY

[Signature]  
PRESIDENT

Jennifer M. Mount  
NOTARY

Jennifer M. Mount  
Notary Public  
State of New Jersey  
I.D. Number 2225660  
My Commission Expires 05-19-2014

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
OFFICE OF ENGINEERING AND CONSTRUCTION  
OF THE STATE OF NEW JERSEY

[Signature]  
DAVE ROSENBLATT, ADMINISTRATOR  
OFFICE OF ENGINEERING & CONSTRUCTION

APPROVED:

(SEAL)

[Signature]  
RICH BOORNAZIAN, ASSISTANT COMMISSIONER  
NATURAL & HISTORIC RESOURCES

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

JOHN JAY HOFFMAN  
ACTING ATTORNEY GENERAL OF NEW JERSEY

[Signature]  
Name: Elaine C. Schwartz  
Deputy Attorney General

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

NOTICE TO BIDDERS  
SPECIFICATIONS  
AND  
PROPOSAL FORM  
FOR



STEEL SHEET PILE DUNE RESTORATION PROJECT  
BOROUGH OF MANTOLOKING, TOWNSHIP OF BRICK, NEW JERSEY  
FEDERAL PROJECT NUMBER ER-NJ13 (004)  
BUREAU OF COASTAL ENGINEERING  
PROJECT NOS. 4256-14 & 4257-14

February 10, 2014



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

STEEL SHEET PILE DUNE RESTORATION PROJECT  
BOROUGH OF MANTOLOKING, TOWNSHIP OF BRICK, NEW JERSEY

FEDERAL PROJECT NUMBER ER-NJ13 (004)

BUREAU OF COASTAL ENGINEERING  
PROJECT NOS. 4256-14 & 4257-14

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**SPECIAL PROVISIONS**  
**Steel Sheet Pile Dune Restoration Project**  
**Borough of Mantoloking, Township of Brick, New Jersey**  
**Bureau of Coastal Engineering Project Nos. 4256-14 & 4257-14**  
**Federal Project Number ER-NJ13 (004)**

**1:01            WORK DESCRIPTION:**

The proposed work to be performed under this project is located within the beach and dune system along the shoreline of the Atlantic Ocean, in the Borough of Mantoloking and Township of Brick, County of Ocean, New Jersey, as seen on Sheet 1 of 36 on the project plans.

**1:02            WORK DESCRIPTION:**

The work to be performed under these specifications consists of the furnishing of all equipment, labor and personnel, supplies and facilities, and the performing of all work required for the construction of a steel sheet piling sea wall and geotextile fabric ant-scour overwash apron along with associated appurtenances in the Township of Brick and Borough of Mantoloking, County of Ocean, New Jersey under a contract with the NJDEP Bureau of Coastal Engineering in conformity with these specifications, and as shown on the thirty six (36) sheet set of the project's plans dated November 25, 2013, enumerated as E-36-16.

**The Contractor shall adhere to the following provisions:**

- 1. The Bureau of Coastal Engineering permits the Contractor a maximum of fourteen (14) calendar days to return all completed forms, executed bonds, and signed and notarized necessary paperwork for the contract in its entirety. Failure to do so could result in the Contractor's disqualification of their bid.**
- 2. The contractor shall be fully mobilized and begin work within ten (10) calendar days after receiving the Notice To Proceed Letter from the Bureau of Coastal Engineering.**
- 3. Bidders MUST visit the site(s) to satisfy themselves of the site(s), proposed work, and existing conditions prior to submitting their bid. Should the contractor decide not to visit the site(s), this will not relieve him of performing the job for the total price bid.**
- 4. Other information given for bidding purposes, prior to construction, are for general information only, and are not warranted to show actual conditions, nor intended to substitute for personal investigation.**
- 5. Prior to any site disturbance, the Contractor shall field verify the existing topography and advise the Engineer in writing of any discrepancies. Should discrepancies arise, the Engineer reserves the right to provide a change of plan within seven (7) working days of said notification. The Contractor shall make no claims if a change of plan is necessary.**

6. **The Contractor is advised that other projects will be progressing in the general project area during the time frame of this Project. The Contractor shall coordinate directly with these Parties associated with these other projects throughout the duration of this Contract. The Contractor shall coordinate their project schedule with these other Parties associated with these other projects so there is a continuous progression of work. It may be of interest to schedule meetings with these other Parties associated with these other projects to ensure conflicts are limited while notifying the State and their representatives of any concerns. The Contractor is responsible for meeting the overall project completion schedule. A listing of the Contact information of these Projects is located below. There will be no additional cost for the coordination activities mentioned herewith.**

**Township of Brick Contractors**

**Contact: Elissa Commins**

**Telephone #: 732-262-1040**

**Borough of Mantoloking**

**Department of Public Works**

**Contact: Bill Heckman**

**Cell Phone #: 732-309-8312**

**NJDOT Contractor**

**Contact: Agate Construction Co., Inc.**

**Telephone #: (609) 624-9090**

7. **New Jersey Department of Environmental Protection (NJDEP) winning contractor is responsible for 15 day notification of any deliveries and work activity which could potentially affect the current New Jersey Department of Transportation (NJDOT) projects on Route 35, mileposts 4.0 -12.5, but specifically for NJDOT work occurring in Mantoloking Borough and Brick Township. The following are the NJDOT Resident Engineer's contact numbers for the affected projects:**

**Route 35 mp 9.0 - 12.5: (732) 202-7256,**

**Route 35 mp 4.0 - 9.0: (732) 793-0346**

**All Contractors are advised that these NJDOT Projects are fast tracked and will contain restricted vehicle movements when passing through them. The NJDOT will work with the winning Contractor wherever possible however, there will be time frames where changes to traffic patterns are not possible. All bidding Contractors are advised to review the NJDOT Contract's Traffic plans prior to bidding.**

8. **The Contractor shall comply with the Laws of the United States and the State of New Jersey. He shall conform to such sanitary requirements as may be prescribed by the State or Municipal Laws. The Contractor shall comply with any State code or United States code, which applies to any of the work to be done under the contract.**

9. All applicable State Laws, Municipal Ordinances and the rules and regulations of all authorities having jurisdiction of the site and construction of the project shall apply to this project throughout and they shall be deemed to be included in the contract the same as though herein written out in full.
10. Where referenced "Manager" shall be deemed to include the Manager or Acting Manager of the NJDEP Bureau of Coastal Engineering or authorized representative.
11. The Contractor will be required to protect all concrete pavement, curb, sidewalk, and bulkhead from any damage during the construction of the work. If any such property is damaged by the Contractor or his agents, or employees, he will be required to replace the damaged property to the entire satisfaction of the Owner or Owner's representative.
12. The Contractor shall hold and save harmless the State of New Jersey from liability of any nature or kind including expenses and costs for, or on account of, any patented process material or method, used in this project, or royalties arising from his use of any patented process material or method in any way involved in this project.
13. Should the Contractor, during the progress of the work lose, throw overboard, sink, or misplace any material, plant, machinery, or appliance, which in the opinion of the Manager may be dangerous to or obstruct navigation, or constitute a menace to property he shall recover and remove the same with the utmost dispatch.

The Contractor shall be given immediate notice with description and location of such obstructions from the Manager, and when required shall mark or buoy such obstructions until the same is removed. Should he refuse, neglect, or delay compliance with the above requirements, such obstructions may be ordered removed by the Manager and the costs of such removal may be deducted from any money due or to become due the Contractor.

14. The Contractor shall include in his bid for the work the cost of providing and removing all access roadways and trestles required by his operations. Ramps and trestles shall be constructed in such a manner as to make them safe to carry all construction loads. The Contractor shall be responsible for the design, construction, and complete removal of such structures.
15. The contractor shall obtain all access and/or rights of way as necessary for his operations. All access areas shall be barricaded when not in use and shall be maintained in a safe, clean condition. No access point other than those identified on the plans will be used unless approved in writing by the Contract Manager.
16. The contractor is responsible for the restoration and repair of all private and public property and improvements disturbed, damaged, moved or changed in any way to their condition prior to the contractor's operations.



17. Proposals are being solicited through a fair and open process in accordance with N.J.S.A. 19:44A-20.2, et seq., and as such, contractors are exempt from the limitations on making political contributions under that law. Further, for that reason, as well as because of a language in the New Jersey's Annual Appropriations Act, refusal to disclose campaign contributions otherwise required by N.J.S.A. 19:44A-20.2 et seq. and 19:44A-20.25 et seq., will not adversely affect your consideration for award.
18. There is NO maintenance bond required for this project.
19. The beach profiles and sections provided on the plans are based on surveys conducted on October 21<sup>st</sup> and 22<sup>nd</sup>, 2013 and are for reference only. Due to ongoing sand fill operations by others and/or sand erosion due to tidal forces such as coastal storms, no guarantee is given to the condition of the site prior to and during construction. The contractor shall thoroughly inspect the site to ascertain the conditions and recognize the inherent uncertainties of the project location and shall account for these uncertainties in the various bid item costs. No additional payment shall be made to the contractor as a result of a potential change in site conditions from those depicted on the plans due to sand loss or accretion.
20. While the NJDEP reserves the right to take as long as 45 after bids have been received to fully execute a contract; it is the Departments intent to issue the contract within two weeks (14 calendar days) upon receipt of necessary paperwork from the winning bidders including executed performance and payments bonds and signed and sealed original copies of the contract. Failure to submit all necessary paperwork to the Bureau of Coastal Engineering in a timely fashion will delay the execution of the contract and issuance of Notice to Proceed.

The work under this project is to be bid upon and executed under 27 work items more particularly described as follows:

ITEM NO. 1 - MOBILIZATION:

The work to be performed under this item is to be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment for the mobilization of all plant, equipment and any other items or supplies necessary to the prosecution of the proposed installations.

ITEM NO. 2 – CONSTRUCTION FIELD OFFICE:

The work to be performed under this item is to be bid upon and executed on a lump sum basis and shall include furnishing and maintaining of a project office for the Resident Engineer/Inspector, at the site of the work.

ITEM NO. 3 – TELEPHONE SERVICE:

The work to be performed under this item is to be bid upon and executed on an allowance basis for toll calls made by the Contract Manager or Resident Engineer/Inspector reimbursed to the Contractor by billing monthly on State Form.

ITEM NO. 4 – CONSTRUCTION LAYOUT AND MONUMENT:

The work to be performed under this item is to be bid upon and executed on a lump sum basis and shall include all labor, materials, equipment, rigging, tools and accessories required for conducting control of the installation of activities and an as-built survey of the project area prepared by a surveyor licensed in the State of New Jersey.

ITEM NO. 5 – TRAFFIC CONTROL:

The work to be performed under this item is to be bid upon and executed on a lump sum basis for the preparation of and implementation of a traffic control, pedestrian through work zone and staging area plan and shall include all furnishing and maintaining of warning signs, traffic cones and barrels, barricades, and watchmen, as necessary for the safety and protection of the public, particularly during construction.

ITEM NO. 6 - TRAFFIC DIRECTOR, MUNICIPAL POLICE:

The work to be performed under this item is to be bid upon and executed on an allowance basis for hiring of municipal police personnel to control the flow of traffic for deliveries of materials and supplies or as may be required during construction of this project in accordance with the engineer's recommendations.

ITEM NO. 7 – FUEL PRICE ADJUSTMENT:

The work to be performed under this item is to be bid upon and executed on an allowance basis for the requirements for price adjustments for fuel usage for items designated under Section 160 of these Specifications.

ITEM NO. 8 – FINAL CLEANUP:

The work to be performed under this item is to be bid upon and executed on a lump sum basis for the requirements for performing final clean up as designated under Section 161 of these Specifications.

ITEM NO. 9 – EXCAVATION, UNCLASSIFIED (MECHANICAL TRANSFER):

The work to be performed under this item is to be bid upon and executed on a unit price per hour for all materials, equipment for sand transfer utilizing a bulldozer and operator to support the sheet pile installation activities (if and where).

ITEM NO. 10 - STEEL SHEET PILES – VH 45:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 45', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 11 - STEEL SHEET PILES – VH 44:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 44', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 12 - STEEL SHEET PILES – VH 43:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 43', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 13 - STEEL SHEET PILES – VH 42:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 42', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 14 - STEEL SHEET PILES – VH 41:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 41', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 15 - STEEL SHEET PILES – VH 40:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 40', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 16 - STEEL SHEET PILES – VH 39:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 39', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 17 - STEEL SHEET PILES – VH 38:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 38', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 18 - STEEL SHEET PILES – VH 37:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 37', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 19 - STEEL SHEET PILES – VH 36:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 36', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 20 - STEEL SHEET PILES – VH 25:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 25', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 21 - STEEL SHEET PILES – VH 12:

The work under this item is to be bid upon and executed at a unit price per linear foot of steel sheet pile, measured along the center line of the wall with a vertical height (length) of 12', and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the wall, complete in place, including all excavation and backfill, steel sheeting, wales, channels, hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 22 – BENT PLATE CAP FOR STEEL SHEET PILES:

The work under this item is to be bid upon and executed at a unit price per linear foot of cap, measured along the center line of the sheet pile wall, and shall include all labor, materials, equipment, rigging, tools, and accessories required to construct the cap, complete in place, including all hardware, coating, welding and accessories as shown on the project plans and specified herein.

ITEM NO. 23 – GEOTEXTILE FABRIC ANTI-SCOUR OVERWASH APRON:

The work under this item is to be bid upon and executed at a unit price per linear foot of anti-scour overwash apron and shall include all labor, excavation, backfill, materials, equipment, tools, hemming, concrete filled pipe anchoring apron, and accessories required to construct the apron as shown on the project plans and specified herein.

ITEM NO. 24 – STEEL LADDER:

The work under this item is to be bid upon and executed at a unit price per unit for a steel ladder and shall include all labor, excavation, backfill, materials, equipment, tools, coating, welding and accessories required to construct the ladder as shown on the project plans and specified herein.

ITEM NO. 25 – REVETMENT STONE:

The work under this item is to be bid upon and executed at a unit price per ton of stone revetment including but not limited to all cap stone, core stone, stone bedding, and, filter fabric, complete and in place inclusive of excavation and backfill as shown on the project plans.

ITEM NO. 26 – PROJECT SIGN:

The work to be performed under this item is to be bid upon and executed on a lump sum basis for the furnishing and erection of a project sign, complete with necessary supports, at the east end of Herbert Street at the intersection with NJDOT Route 35 in Mantoloking, NJ, consistent with the sign template in these specifications.

**ITEM NO. 27 – STRUCTURE MONITORING:**

The work specified in this section is to be bid upon and executed on a lump sum basis and shall include all labor, materials and equipment, and performing all operations required to monitor structures for potential effects of the contract work in accordance with the Section 24:00 of the specification appendix.

**1:03**

**INVESTIGATION OF SITE AND CONDITIONS:**

The contractor, by the submission of a bid, acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions including but not limited to those bearing on accessibility, transportation, disposal, handling and storage of materials; the availability of labor, water, supplies, materials, power and roads; the uncertainties of weather, tides and similar physical conditions at the sites of the work; the conformation and conditions of the ground, the surface or sub-surface materials, conditions and obstacles; the character of equipment and facilities needed prior to and during prosecution of the work.

Any failure of the contractor to acquaint himself with any and all factors bearing on the project will not relieve him from the responsibility for estimating properly the difficulty and the cost of successfully performing the work, and the responsibility for completing the project under the terms of the contract at the unit or lump sum prices bid in the proposal.

**1:04**

**CONTRACT TIME:**

The allowed contract time is one hundred eighty (180) calendar days. In the event of severe weather, which would not allow for work during these days, the contractor will be credited by the inspector against total elapsed work time. See Section 108 for further particulars.

NOTE: THE CONTRACTOR SHALL BE FULLY MOBILIZED AND BEGIN WORK TEN (10) CALENDAR DAYS AFTER RECEIVING THE NOTICE TO PROCEED LETTER FROM THE BUREAU OF COASTAL ENGINEERING.

The Township of Brick permits construction activities between the hours of 5 AM – 8 PM. No work shall occur on Sundays or holidays. No work shall occur during Memorial Day Weekend (May 24-26) or Fourth of July Weekend (July 4-6).

Pending formal adoption by the municipality, the Borough of Mantoloking shall allow the contractor the right to work twenty-four (24) hours per day, seven (7) days per week for the duration of the contract time with the following exceptions:

No work shall occur during Memorial Day Weekend (May 24-26) or Fourth of July Weekend (July 4-6).

Should the contractor decide to employ additional work forces/shifts to meet the contract time of 180 calendar days, he shall not be compensated additionally for such efforts and should include all costs associated with this work (overtime, additional work crews, etc.) in the various bid items.



1:05

**DETERMINATION OF LOWEST BID AND CONTRACT AWARD:**

Bids will be compared on the basis of the total amount bid for all the work as outlined in the proposal form. If the lowest acceptable bid is within the funds available to finance the project, a contract will be awarded for all the work as bid upon.

If the total amount of the lowest acceptable bid exceeds the available project funds, the Department reserves the right to reduce the quantity of work so that a total dollar amount produced is within the available funds, and to award a contract on such a reduced basis.

The Department of Environmental Protection, Office of Engineering and Construction reserves the right either to award a contract for all work as bid upon, or to rejecting any or all bids as pursuant to law, as may be deemed in the best interests of the State of New Jersey.

In the event of a discrepancy between a unit price bid and an extended total in the bid proposal, the unit price shall govern.

1:06

**PROJECT SIGN:**

The contractor shall furnish and erect one project sign, and shall maintain the sign throughout the contract operations. The sign shall be placed at a specific location at the intersection of Herbert Street and NJDOT Route 35 as designated in the field by the manager. The cost of the sign and of its erection, maintenance and removal shall be included in the lump sum price bid for Section No. 9999. The text of the sign shall be as follows:

1. STATE OF NEW JERSEY
2. DEPARTMENT OF ENVIRONMENTAL PROTECTION
3. SHORE PROTECTION PROJECT NUMBERS 4256-14 & 4257-14
  
4. THIS CONSTRUCTION PROJECT IS DESIGNED AS A
5. PROTECTIVE MEASURE TO PRESERVE NEW JERSEY'S
6. SHORELINE AND TO FURTHER IMPROVE OUR
7. RECREATIONAL FACILITIES
  
8. CHRIS CHRISTIE, Governor
9. KIM GUADAGNO, Lieutenant Governor
10. BOB MARTIN, Commissioner
11. MAYOR STEPHEN C. ACROPOLIS – Township of Brick
12. MAYOR GEORGE C. NEBEL – Borough of Mantoloking

NOTE: Lines 1 to 3 to be 4 inches high  
Lines 4 to 7 to be block letters 2 1/2 inches high  
Lines 8 to 12 to be 2 inches high

The upper portion of the sign, Lines 1 to 3, shall be gold letters on a blue field. The lower portion, Lines 4 to 12 shall be blue lettering on a gold field. All lettering shall be upper case standard block form.

1:07

**TIDAL DATUM:**

The datum plane of reference for this project is NAVD 1988. Range of tide is 4.08 feet.

1:08

**DIVISION OF MOTOR VEHICLES REGULATIONS:**

All vehicles used on this project must meet current State regulations for travel on highways. The Contractor must conform to N.J.A.C. 7:27-14.1 et seq. "Control and Prohibition of Air Pollution from Diesel-Powered Motor Vehicles".

1:09

**PERMIT CONDITIONS:**

Proposed bulldozing shall be conducted in accordance with N.J.A.C. 7:7E – "Rules on Coastal Zone Management" and Conditions of the Municipalities' "General Maintenance Permit".

Township of Brick: DLUR File No. 1506-08-0117.1 (CAF 080001)  
Borough of Mantoloking: LURP File:# 1519-05-0011.1 (CAF 050001)  
ALL PERMITS EXTENDED TO June 30, 2015

The Contractor shall adhere to all permit conditions set forth in NJDEP Emergency Permit Authorization, DLUR File No. 1500-13-0006.1 (CAF 130001) dated November 6, 2013 as located herein. Specifically, the contract shall adhere to the Emergency Permit Authorization special conditions as follows:

1. No site preparation or construction is authorized on any individual property until documentation has been forwarded to the Division to demonstrate that the permittee has legal authority to implement the project. This documentation may include proof of a recorded easement with the County Clerks office, legal demonstration of right of access or other acceptable authorization as deemed by the Division.
2. This authorization does not allow any grading, excavation, or filling of any beach areas waterward of the mean high water line. Regulated activities in these areas are subject to the approval of the Army Corps of Engineers and are also regulated by the Department pursuant to the Waterfront Development Law.
3. The source of any sand utilized for the initial dune construction shall be from an upland source. Under no circumstances shall the existing beach berm be utilized as a source of sand for the dune construction. Upon completion of the project, any subsequent dune restoration will require a beach and dune maintenance permit from the Division. The grain size and type of material used in any dune cover/restoration shall be the same grain size of the existing beach material.
4. The section of the project located within the Borough of Mantoloking must be conducted in accordance with the Best Management Practices/Memorandum of Understanding between the Borough and the United States Fish and Wildlife Service, dated August 2004.

5. Any activities such as bulldozing, excavating, grading, vegetation removal or clearing and relocation of dunes, whether existing or constructed in conjunction with this permit, are not authorized after the permitted project is complete.

6. The applicant shall immediately inform the Division of any unanticipated adverse effects on the environment not described in the conditions of this authorization. The Department may, upon discovery of such anticipated adverse effects, and upon the failure of the applicant to submit a report thereon, notify the applicant of its intent to suspend this authorization.

1:10

**NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS:**

Pursuant to Executive Order No. 125, signed by Governor Christie on February 8, 2013, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of federal reconstruction resources available to the public by posting such contracts on an appropriate State website. Such contracts are posted on the New Jersey Sandy Transparency website located at:

<http://nj.gov/comptroller/sandytransparency/contracts/sandy/>.

The contract resulting from this invitation to bid is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the invitation to bid, the winning bidder’s proposal and other related contract documents for the above contract on the Sandy Transparency website.

In submitting its proposal, a bidder may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal and/ or factual basis to assert that such designated portions of its proposal (i) are proprietary and confidential financial or commercial information or trade secrets or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the winning bidder accordingly. The State will not honor any attempt by a winning bidder to designate its entire proposal as proprietary, confidential and/or to claim copyright protection for its entire proposal. In the event of any challenge to the winning bidder’s assertion of confidentiality with which the State does not concur, the bidder shall be solely responsible for defending its designation.

1:11

**REVIEW OF CONTRACTS:**

The Bureau of Coastal Engineering shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

1:12

**INSTALLATION ACTIVITIES NORTH OF STATION 188+00:**

The Contractor is advised that the Mantoloking Borough ocean front property owners for the area North of station 188+00 are coordinating the potential installation of a stone revetment between station 188+00 to station 201+85.5. Installation is proposed to be completed a minimum of one (1) month prior to the end of the duration for this contract. The Contractor is advised that there is the potential that this Contract shall be truncated to meet the new revetment if installed. The Contractor shall install sheeting to extent of the stone revetment. The limit of the southern extent of the stone revetment shall be station 188+00, however, this extent may be lessened should the southern ocean front property owners decide against the revetment. No additional payment should be granted to the Contractor for said variability beyond the agreed upon unit bid price. The Contractor shall be directed to utilize approximately the same connection shown between stations 200+83 to station 201+85.5 to complete connection to the new revetment if constructed.

Accordingly, the Contractor shall include in his project schedule a delay of installing steel sheeting North of Lyman Street until near the end of his contract work and schedule or until such time as advised that the revetment work will not be undertaken or the proposed revetment work is complete and to the extent of the proposed revetment.

The Contractor shall not have claims for the reduction of the bid quantity for steel sheeting as a result of the revetment installation and shall understand that the steel sheet quantity to be paid will reflect actual quantities installed.

If advised that the revetment will not be conducted the contractor shall be instructed to complete the work as originally bid.

The Contractor shall not be held liable for any delays caused by activities or status of the revetment work which may delay completion of the contractors work in a timely fashion North of Lyman Street.

Contractor shall be notified of the work limit North of Station 188+00 within two (2) weeks after the Contract Notice to Proceed is issued.

1:13

**INSTALLATION ACTIVITIES NORTH OF HERBERT STREET AND SOUTH OF LYMAN STREET:**

The Contractor is advised to include in his project schedule that sheeting placement in the area between Station 141+00 and Station 182+60 within the Borough of Mantoloking shall be of immediate priority and shall be scheduled to proceed as soon as installation activities commence. All other installation activities except those mentioned in Sections 1:13 & 1:14 of the Project Description can be scheduled at the Contractor's discretion.

**SUPPLEMENTARY SPECIFICATIONS  
FOR FEDERAL AID PROJECTS  
FOR THE STEEL SHEET PILE DUNE RESTORATION PROJECT  
IN THE BOROUGH OF MANTOLOKING AND  
TOWNSHIP OF BRICK IN THE  
COUNTY OF OCEAN, NEW JERSY  
FEDERAL PROJECT NO. ER-NJ13 (004)  
BUREAU OF COASTAL ENGINEERING PROJECT NOS. 4256-14 & 4257-14**

**AUTHORIZATION OF CONTRACT**  
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The contract for this project is authorized by the provisions of the Shore Protection Authorization N.J.S.A. 12:6A-1 et seq., the Shore Protection Fund, N.J.S.A. 13:19-16.1 et seq., and Title 23 of the United States Code – Highways.

**SPECIFICATIONS TO BE USED**

The 2007 Standard Specifications for Road and Bridge Construction, of the New Jersey Department of Transportation as amended herein will govern the construction of this Project and the execution of the Contract.

These Supplemental Specifications consist of the following:

Pages 1 to 52 inclusive.

Project Plans are issued to accompany and be a part of the specifications. The plans are identified by date and number of sheets in Section 1:00 of these specifications.

All labor, material and appliances to be furnished and all work to be done by the Contractor shall strictly conform to the specifications and plans. The specifications and plans are intended to be consistent with each other, but should there be any inconsistency either the specifications or plans shall take precedence, as decided by the Manager.

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 <http://www.access.gpo.gov/davisbacon/nj.html> under the appropriate county where the project is to be performed, select the construction type heading: HIGHWAY and 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.).

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 following FHWA funded project Attachments that are located after Division 1000 in these Supplemental Specifications:

1. Required Contract Provisions, Federal-Aid Construction Contracts (Form FHWA-1273).
2. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).
3. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246).
4. State of New Jersey Equal Employment Opportunity for Contracts Funded by FHWA.
5. Disadvantaged Business Enterprise Utilization Attachment, FHWA Funded Contracts
- 5(A) The Incentive Program, Disadvantaged Business Enterprise Utilization Attachment for FHWA Funded Contracts.
6. Equal Employment Opportunity Special Provisions.
7. Special Contract Provisions for Investigating, Reporting, and Resolving Employment Discrimination and Sexual Harassment Complaints.

## **GENERAL**

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All awards shall be made subject to the approval of the New Jersey Department of Transportation (NJDOT) and New Jersey Department of Environmental Protection (NJDEP). No construction shall start before approval of said award by the NJDOT and NJDEP. Prior to the start of construction the contractor must submit a Material Questionnaire (SA-11) listing all sources of materials. Any materials used on the project from a non-approved New Jersey Department of Transportation source will be considered non-participating. The contractor is also notified that the District Office, Division of Local Aid and Economic Development must be notified of the construction commencement date at least five (5) calendar days prior to the start of construction.

Award of contract and subletting will not be permitted to, materials will not be permitted from, and use of equipment will not be permitted that is owned and/or operated by, firms and individuals included in the report of suspensions, debarments and disqualifications of firms and individuals as maintained by the Department of the Treasury, General Services Administration, CN-039, Trenton NJ 08625 (609-633-3990).



Payment for a pay item in the proposal includes all the compensation that will be made for the work of that item as described in the contract documents unless the "basis of payment" clause provides that certain work essential to that item will be paid for under another pay item.

Whenever any section, subsection, subpart or subheading is amended by such terms as changed to, deleted or added it is construed to mean that it amends that section, subsection, subpart or subheading of the 2007 Standard Specifications unless otherwise noted.

Whenever reference to page number is made, it is construed to refer to the 2007 Standard Specifications unless otherwise noted.

Henceforth in this supplementary specification whenever reference to the State, Commissioner, Department, Engineer or Inspector is made, it is construed to mean the particular municipality or county executing this contract.

## DIVISION 100 – GENERAL PROVISIONS

### SECTION 101 – GENERAL INFORMATION

#### 101.01 INTRODUCTION

THE FOLLOWING IS ADDED:

Pursuant to N.J.S.A. 27:1B-21.6 and Title 23 U.S.C. (United States Code) Section 115, the Department intends to enter into a contract for the advancement of the Project. However, sufficient funds for the Project may not have been appropriated, and only amounts appropriated by law may be expended. Payment under the Contract is restricted to the amounts appropriated for a fiscal year (FY).

Governing bodies have no legal obligation to make such an appropriation. There is no guarantee that additional funds will be appropriated. Failure by governing bodies to appropriate additional funds will not constitute a default under, or a breach of, the Contract. However, if the Department terminates the Contract or suspends work because funds have not been appropriated, the parties to the Contract will retain their rights for suspension and termination as provided in 108.13, 108.14 and 108.15; except as indicated below.

Do not expend or cause to be expended any sum in excess of the amount allocated in the current fiscal year's Capital Program (as specified below). The Department will notify the Contractor when additional funding has been appropriated. Any expenditure by the Contractor which exceeds the amount appropriated is at the Contractor's risk and the Contractor waives its right to recover costs in excess of that appropriated amount.

#### 101.03 TERMS

The following terms are changed, added or modified.

**Contractor.** ...Sub-contractors as such will not be recognized.

**Completion.** (3) is changed to:

3. the Contractor has satisfactorily executed and delivered to the RE all documents, including CC-257R, certifications, and proofs of compliance required by the Contract Documents, it being understood that the satisfactory execution and delivery of documents, certificates, and proofs of compliance is a requirement of the Contract.

**Commissioner.** Refers to the Commissioner of Environmental Protection.

**Department.** Shall be defined as the contracting agency and/or refer to the Department of Environmental Protection.

**Inspector.** For the purposes of this specification and referenced NJDOT Standard Specifications for Road and Bridge Construction, 2007 Edition inspector shall also mean Resident Engineer.

**Office.** Refers to the Office of Engineering and Construction.

**Manager.** Refers to the Manager of the Bureau of Coastal Engineering of the aforesaid Office.

**Resident Engineer (RE).** Shall be defined as a representative of the contracting agency.

**101.04 Inquiries Regarding the Project.**

THE FOLLOWING IS ADDED TO THIS SUBSECTION:

Inquiries regarding the various types of work of this Contract shall be directed to the following representatives of the Department: Bureau of Coastal Engineering

NJDEP – Bureau of Coastal Engineering  
1510 Hooper Ave., Suite 140  
Toms River, NJ 08753  
Phone: (732) 255-0767  
Fax: (732) 255-0774

**1. Before and after Award of the Contract.**

All inquiries shall include the following:

- a. Name of the company;
- b. Telephone number, fax number, and contact person; and
- c. Specifics of the inquiry, including anticipated impacts.

The Department will investigate the information provided in the inquiry and then respond through an addendum only if determined to be necessary.

## **SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS**

### **102.01 QUALIFICATION TO BID**

**This section is revised to:**

The receipt and opening of bids is subject to the proper pre-qualifications of each bidder in accordance with the NJDEP Bureau of Coastal Engineering.

The Contractor's Qualifications Affidavit, which is part of the Proposal Form, shall be executed under oath by each bidder.

All Contractors bidding the work under must complete the Disclosure of Investment Activities in Iran Certification, MacBride Principles Certification Form, Corporate Resolution, as well as a Statement of Joint Venture (if applicable) located herein. Failure to complete these forms may result in the disqualification of bid.

The awarded Contractor shall comply with the provisions of P.L. 2001, c. 134, Business Registration. No state agency can enter into a contract with contractors unless first provided with proof of a valid business registration with the Division of Revenue. A hotline, the Client Registration Unit at Revenue, has been set up at (609)-292-1730 for validation of current status or new contractor registration.

The awarded Contractor shall comply with the provisions of 23 U.S.C. 313 and 23 C.F.R. 635.410, more commonly referred to as "Buy American".

### **102.02 BIDDER REGISTRATION AND DOWNLOADING OF THE PROPOSAL DOCUMENTS**

**This section is deleted:**

### **102.03 REVISIONS BEFORE SUBMITTING A BID**

**This section is revised to :**

The Department of Environmental Protection, Office of Engineering and Construction reserves the right at any time prior to the announced time for receipt of bids to amend the specifications, plans and proposal form in the interest of the State of New Jersey.

### **102.04 CONFORMITY WITH THE CONTRACT**

**This section is added:**

The Contractor, by the submission of the proposal and bid for this project, agrees, that he has personal knowledge of the site of the project, of the physical conditions, of the surface and sub-surface conditions, of the tides, and datum and all hazards, known or anticipated and that the lack of any such knowledge affecting the performance fulfilling the provisions of the contract.

The Contractor, by the submission of a bid, acknowledges that he has satisfied himself as to the nature and location of the work; the general and local conditions including but not limited to those bearing on accessibility, transportation, disposal, handling and storage of materials; the availability of labor, water, supplies, materials, power and roads; the uncertainties of weather, tides and similar physical conditions at the sites of the work; the conformation and conditions of the ground, the surface or sub-surface materials, conditions and obstacles; the character of equipment and facilities needed prior to and during prosecution of the work.

Any failure of the contractor to acquaint himself with any and all factors bearing on the project will not relieve him from the responsibility for estimating properly the difficulty and the cost of

successfully performing the work, and the responsibility for completing the project under the terms of the contract at the unit or lump sum prices bid in the proposal.

#### **102.05 INTERPRETATION OF QUANTITIES IN THE PROPOSAL**

**The section is added:**

For the purpose of competitive bidding, approximate quantities have been calculated from the plans as shown, and are given in the attached Proposal Form for bidding. It must be distinctly understood that these quantities are approximate only, are the best obtainable at the present time, and will be used by all bidders submitting proposals.

#### **102.07 PREPARATION OF THE BID**

**This section is revised to:**

The Proposal, when submitted, shall be accompanied by a Bid Bond satisfactory to the Manager, for a sum not less than ten percent (10%) of the Total Bid including alternates, if applicable. In lieu of a Bid Bond, a Bidder may submit a certified check made payable to the DEPARTMENT OF ENVIRONMENTAL PROTECTION for at least ten (10%) percent of the amount of the bid.

The Bid Bond shall be properly filled out, signed and witnessed. The Bid Bond must be furnished by a surety authorized to do business in the State as listed in the current US Treasury Department Circular 570 as of the date for opening of bids for the particular contract and are authorized to issue bonds in at least the amount of the Bid Bond.

The Bid Bond shall be accompanied by a power of attorney executed by the Surety Company or Companies. The power of attorney shall set forth the authority of the attorney-in-fact who signed the bond on behalf of the surety company to bind the company and shall further certify that such power is in full force and effect as of the date of the bond.

#### **102.09 PROPOSAL BOND (BID BOND)**

**This section is revised to:**

No proposal will be considered unless accompanied by Bid Bond or Certified Check made payable to the order of the DEPARTMENT OF ENVIRONMENTAL PROTECTION for at least ten (10%) percent of the amount bid, a certified statement from a Bonding Company acceptable to the State of New Jersey; stating that it will furnish required performance and payment bonds for the Contractor upon the award of the work and the required Qualification Affidavit which is issued as part of the Proposal.

#### **102.10 SUBMISSION OF BIDS**

**This section is revised to:**

Sealed bid proposals for the Steel Sheet Pile Dune Restoration Project, in the Township of Brick and Borough of Mantoloking, Ocean County, New Jersey will be received by the Administrator, Office of Engineering and Construction, 1510 Hooper Avenue, Toms River, New Jersey 08753. Bids shall be delivered to William Dixon, Acting Manager, Bureau of Coastal Engineering, in person at the above address or by mail prior to the time scheduled for bid openings. No bids will be accepted after the time specified in the Advertisement.

Bids received after the time named in the Project Advertisement or in unsealed envelopes will not be considered. Bids and guarantees must be submitted sealed in the bid envelopes furnished with the Proposal Forms. Bids received in other than required bid envelopes may be considered informal by the Department of Environmental Protection, Office of Engineering and Construction. The bid envelope should be marked in the places designated thereon with the name and address of the bidder, the number of the project for which the bid is made, and the date and hour of the opening bids.

All bids must be upon the Proposal Form attached thereto. The Proposal Form shall be submitted with the advertisement and specifications attached as issued for bidding. Bidders are cautioned not to attach any conditions, limitations, or provisos to the proposals as such conditions, limitations or provisos will render their bid informal and may cause its rejection. The right is reserved to waive any informality or to reject any or all bids as may be deemed best in the interest of the State of New Jersey.

#### **102.15 DISQUALIFICATION OF BIDDERS**

**This section is added:**

In determining the qualifications of a bidder, the Department of Environmental Protection, Office of Engineering and Construction, will consider his record in the performance of any contracts for similar work into which he may have entered with the State of New Jersey, or with any Federal Department or Agency or with other public bodies; it expressly reserves the right to reject the bids of such bidder if such record discloses that such bidder, in its opinion, has not properly performed such contract or has habitually, and without just cause, neglected the payment of bills, or has otherwise disregarded his obligation to sub-contractors, employees, or who has failed to satisfactorily complete a previous contract.



## SECTION 103 – AWARD AND EXECUTION OF CONTRACT

### 103.01 AWARD OF CONTRACT

**This section is added:**

Bids will be compared on the basis of the total amount bid for all the work as outlined in the proposal form. If the lowest acceptable bid is within the funds available to finance the project, a contract will be awarded for all the work as bid upon.

If the total amount of the lowest acceptable bid exceeds the available project funds, the Department reserves the right to reduce the quantity of work so that a total dollar amount produced is within the available funds, and to award a contract on such a reduced basis.

The Department of Environmental Protection, Office of Engineering and Construction reserves the right either to award a contract for all work as bid upon, or to reject any and all bids, as may be deemed in the best interests of the State of New Jersey.

The terms and conditions of bidding and contract award as set forth in these specifications and in section 1:00 of these specifications shall become a part of the contract agreement as though recited and contained therein.

### 103.02 CANCELLATION OF AWARD

**This section is added:**

The Department of Environmental Protection, Office of Engineering and Construction reserves the right to award a contract under this project within the funds available for the project on the basis of the lowest accepted bid received as determined by the provisions in section 1:00 herein, or to reject any or all bids as it may deem best in the interests of the State of New Jersey.

### 103.04 Execution of the Contract

**This section is added:**

The Contractor will be required to execute and deliver a performance surety bond to the Department of Environmental Protection, Office of Engineering and Construction as part of the contract, within fourteen (14) days after the award of contract. The bond shall be in an amount equal to one hundred (100%) percent of the contract amount, with such sureties as shall be approved by the State of New Jersey, to secure the faithful performance of the contract; to indemnify and save harmless the said State of New Jersey from all proceedings, suits or actions of any name or description; to assure the payment of all persons performing labor and/or furnishing material in connection with the project.

Any change in the plans, specification agreements, or quantities without the consent of the bondsmen, shall in no way vitiate said bond. The bond shall be given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of Contractors on public works, Revised Statutes of New Jersey, Sections 2A:44-143 through 147, as amended and supplemented.

## SECTION 104 - SCOPE OF WORK

### 104.01 INTENT

#### **This section is added:**

If the Contractor considers any work required of him to be outside the requirements of the contract or considers any record or ruling of the Resident Engineer unfair, he shall ask for written instructions or decision immediately and then file a written protest with the Manager against the same within five (5) days of the request, or be considered as having accepted the record or ruling.

The Contractor, if dissatisfied with a ruling of the Manager may request a hearing before the Administrator of the Office of Engineering and Construction and at the hearing may present evidence to justify a different ruling. The decision of the Administrator of the Office shall be final. Request for such a hearing shall be made in writing to the Administrator of the Office not more than two (2) days after the date of the ruling by the Manager. No extensions of time will be allowed the Contractor during the processing of such a request.

### 104.03.01 AUTHORITY TO MAKE CHANGES

#### **This section is added**

The work herein involved is to be complete in every way notwithstanding that every detail is not particularly mentioned. Any discrepancy shall be called to the attention of the Manager, in writing, who shall give a decision in writing.

Any desired change or modification of the project work herein specified must be evidenced by a written order by the Manager. Where a change or modification involves work, materials, products, or structures not specified herein, it must be evidenced by a supplemental work order describing and specifying the additional work and fixing the amount of compensation. Such supplemental work orders shall extend and be part of the original contract and surety bond.

All orders issued by the Manager and all supplemental work orders shall be delivered to the Contractor or his representative before the work thereunder is begun.

### 104.03.04 Contractual Notice

the second paragraph is changed to:

Immediately provide written notice to the RE of a circumstance that is believed to be a change to the Contract. Include the following in the initial written notice:

1. A statement that this is a notice of a change.
2. The date when the circumstances believed to be a change were discovered.
3. A detailed and specific statement describing the nature and circumstances of the change.
4. If the change will or could affect costs to the Department.
5. If the change will or could affect Contract Time as specified in 108.11.01.C.

In addition to the hard copy of the notice, email the notice to the RE. It is not necessary to attach listed documents to the email.

## **SECTION 105 – CONTROL OF WORK**

### **105.01.01 RE**

#### **This section is added:**

The work will be conducted under the general direction of the Manager of the Bureau of Coastal Engineering. He will be represented on the work site by as many assistants as may be necessary. The Contractor shall give twenty-four (24) hours' notice when he needs the services of the Manager. The Manager may appoint Resident Engineers or Inspectors whose duty it shall be to exercise supervision of operations and to enforce compliance with the evident intent and meaning of the of the contract and these specifications.

The presence of the RE shall not relieve the Contractor of his responsibility for proper execution of the work.

### **105.02 Responsibilities of the Contractor:**

#### **This section is added:**

The Contractor must at all times either be personally present upon the work or be represented thereon by a responsible agent who shall be clothed with full authority to act for him to all cases and to carry out any instructions relative to the work which may be given by the Manager either personally or through authorized representative.

The Contractor shall employ competent individuals to do the work. Whenever the Manager shall notify him or his representatives in charge, in writing, that any individual on the work is unfit for the place or is working contrary to the provisions of the specifications or that instruction of the Manager, he shall thereupon be removed from the project.

The Contractor must acquaint himself fully of the conditions relating to the construction of the project, the employment of labor thereon, all Federal and State Laws and Municipal Ordinances and regulations pertaining thereon.

The Contractor, by the submission of the proposal and bid for this project, agrees, that he has personal knowledge of the site of the project, of the physical conditions, of the surface and sub-surface conditions, of the tides, and datum and all hazards, known or anticipated and that the lack of any such knowledge affecting the performance fulfilling the provisions of the contract.

The Contractor shall establish and maintain an official address in the State of New Jersey for service of all notices and papers in connection with the contract.

### **105.05 WORKING DRAWINGS**

THE SECOND PARAGRAPH is CHANGED TO:

Ensure that working drawing submissions also conform to the Department design manuals and other Department standards for the proposed work. The Contractor's working drawings shall also conform with U.S. Army Corps of Engineers' design manual, as this project is to be incorporated in the upcoming beachfill project. Ensure that working drawings are signed and sealed by a Professional Engineer. After Award, the Department will provide additional formatting information, the number of copies required, and the designated design unit to which the Contractor shall submit working drawings.

**1. Certified Working Drawings.**

the last sentence of the FIRST paragraph is changed to:

The Department will require 5 working days for review and certification or rejection and return of certified working drawings.

**2. Approved Working Drawings.**

the last sentence of the FIRST paragraph is changed to:

The Department will require 5 working days for review and approval or rejection and return of working drawings.

**105.06 COOPERATION WITH OTHERS**

**This section is added:**

The Contractor is advised that other projects will be progressing during the time frame of this Project. The Contractor shall coordinate directly with these Parties associated with these other projects throughout the duration of this Contract. The Contractor shall coordinate their project schedule with these other Parties associated with these other projects so there is a continuous progression of work. It may be of interest to schedule meetings with these other Parties associated with these other projects to ensure conflicts are limited while notifying the State and their representatives of any concerns. The Contractor is responsible for meeting the overall project completion schedule. A listing of the Contact information of these Projects is located below. There will be no additional cost for the coordination activities mentioned herewith.

New Jersey Department of Environmental Protection (NJDEP) winning contractor is responsible for 15 day notification of any deliveries and work activity which could potentially affect current New Jersey Department of Transportation (NJDOT) projects on Route 35, mileposts 4.0 -12.5, but specifically for NJDEP work occurring in Mantoloking Borough and Brick Township. The following are the NJDOT Resident Engineer's contact numbers for the affected projects:

Route 35 mp 9.0 - 12.5: (732) 202-7256,  
Route 35 mp 4.0 - 9.0: (732) 793-0346

All Contractors are advised that these NJDOT Projects are fast tracked and will contain restricted vehicle movements when passing through them. The NJDOT will work with the winning Contractor wherever possible however, there will be time frames where changes to traffic patterns are not possible. All bidding Contractors are advised to review the NJDOT Contract's Traffic plans prior to bidding.

**105.07.01 Working in the Vicinity of Utilities**

**The following is added:**

If in the opinion of the Contractor, the construction operations as shown on the plan or staked on the ground will damage or undermine existing structures or properties adjacent to the site of the work, the Contractor shall request an examination and determination by the Bureau Manager before proceeding with the work.

Such examination and determination by the Bureau Manager shall not relieve the Contractor in any way from his proper responsibility for damages caused to structures or properties adjacent to the site of the work by his operations.

the second PARAGRAPH is changed to:

Protect and support existing Department electrical and ITS facilities and ensure that there is no interruption of service. Use hand tools only while working within two feet of the fiber optic network. At least 30 days before beginning the work, submit a plan to the RE for approval showing the method of support and protection.

the FOLLOWING IS ADDED TO the SIXTH PARAGRAPH

Access within railroad right-of-way is restricted. Comply with the railroad's permit requirements for working within the railroad right-of-way. Coordinate the work with the railroad's access and safety restrictions.

**105.08 ENVIRONMENTAL PROTECTION:**

**This section is added:**

If it is necessary during the progress of the work to interrupt or obstruct the natural drainage or flow from artificial drains, waterways, or mosquito ditches, the Contractor shall make proper provisions for taking care of such drainage so that no damage of any kind or character shall result, and if the Contractor shall neglect so to do he shall be liable therefore and shall indemnify and save harmless the State of New Jersey from all liability on damage which may result from such negligence.

## SECTION 107 – LEGAL RELATIONS

### 107.03 AFFIRMATIVE ACTION, DISADVANTAGED BUSINESS ENTERPRISES, OR EMERGING SMALL BUSINESS ENTERPRISE

**This section is added:**

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

During the performance of this contract, the contractor agrees as follows:

1. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;
2. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
3. The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
4. The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time. However, if a subcontractor has a total workforce of four or fewer employees or if a contractor or subcontractor is performing under an existing Federally approved or sanctioned affirmative action program, the contract shall contain only the mandatory language required in
  - (a) above, except for the language contained in the first sentence of this subparagraph.
  - (b) The public agency shall also include in all construction contracts and bid specifications, the language required by N.J.A.C. 17:27-3.8, unless the exemption provided under N.J.A.C. 17:27-7.1 is applicable.
5. When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with

the good faith procedures prescribed by paragraph 5.a and 6 below, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

a. If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the procedures prescribed under paragraph 6 below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

6. If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of paragraph 5 above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

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

b. To notify any minority and women workers who have been listed with it as awaiting available vacancies;

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

d. To leave standing requests for additional referral of minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State training and employment service and other approved referral sources in the area;

e. If it is necessary to lay off any of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this chapter, as well as with applicable Federal and State court decisions;

f. To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy

appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience as recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall consider the recruitment and hiring or scheduling of minority and women workers who qualify as trainees pursuant to these rules. All of these requirements, however, are limited by the provisions of 6.f.iii below.

(iii) The name of any interested woman or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in 6.f.ii above, whenever vacancies occur. At the request of the Division, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

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

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

7. The contractor or subcontractor agrees that nothing contained in paragraph 6 above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to paragraph 6 above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey workers ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of 6 above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

8. After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA201) electronically provided to the public agency by the Division, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer. The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

9. The Contractor will furnish all information and report required by rules, regulations and orders promulgated by the State Treasurer pursuant to P.L. 1975, c. 127 and/or pursuant to any authority delegated this political subdivision or agency by the State Treasurer. The Contractor will



permit access to his books, records, and accounts by a duly appointed representative of the State Treasurer for purposes of investigation to ascertain compliance with rules, regulations, and orders adopted pursuant to P.L. 1975, c. 127 and pursuant to the provisions of N.J.S.A. 10:2-1 through 10:2-4 and all rules and regulations promulgated thereunder.

10. In the event of the Contractor noncompliance with these specifications or of any rules, regulations or orders promulgated by the State Treasurer pursuant to P.L. 1975, c. 127 or with the provisions of N.J.S.A. 10:2-4 or rules or regulations promulgated thereunder, this contract may be cancelled, terminated, or suspended in whole or in part of the Contractor may be declared ineligible by the State Treasurer for further public works contracts. Such other sanctions as may be adopted by the State Treasurer pursuant to P.L. 1975, c. 127 may be imposed for the aforementioned violations.

11. The Contractor will include all of clauses one (1) through ten (10) above in every subcontract or purchase order unless exempted by P.L. 1975, c. 127 or rules, regulations or orders promulgated thereunder by the State Treasurer, so that all of the aforementioned clauses will be binding upon each sub-contractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the State Treasurer may direct as a means of enforcing such provisions, including sanctions for noncompliance.

8. For the purpose of these specifications, the following terms shall have the following meanings:

A. "*Affirmative Action*" means procedures, which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

B. "*Minority group members*" means persons who are Native American, African-American, Alaskan Native, Asian or Pacific Islander, Hispanic or women.

#### **107.15 TAXES**

**This section is added:**

Reference is made to N.J.S.A. 54:32 B-3 (Chapter 30, P.L. 1966) as amended. The materials, supplies or services required for execution and completion of the work under this project are not subject to the provisions of the New Jersey Sales and Use Tax Act, Chapter 30, P.L. 1966 as amended.

Copies of Form ST-4, EXEMPT USE CERTIFICATION may be obtained from the State Division of Taxation, Sales Tax Bureau, 363 West State Street, Trenton, New Jersey 08625, or from the Office of Engineering and Construction, P.O. Box 419, Trenton, New Jersey, 08625. The Sales and Use Tax sections, which apply, are Nos. 8 (w) and 9 (a) (1). The project number, name of the Department and brief description of the project should be shown on the certificate for proper identification and reference.

#### **107.11 RISKS ASSUMED BY THE CONTRACTOR**

**This section is added:**

The Contractor will be required to protect all concrete pavement, curb, sidewalk, and bulkhead from any damage during the construction of the work. If any such property is damaged by the Contractor or his agents, or employees, he will be required to replace the damaged property to the entire satisfaction of the Manager.

When necessary, and with the approval of the Manager, permission is given for the removal of any part of an existing permanent structure during the progress of the work; the Contractor shall replace

the materials so removed or damaged with new materials of the same kind and quality as that removed or damaged, and reestablish to a completed finished condition and appearance. No allowance will be made the Contractor for such work, which shall be assumed as included in the bid for the new work.

**The following is added to No. 2, last paragraph:**

The Contractor shall bear the risk of loss or damage that arises from acts of war, floods, tidal waves, earthquakes, cyclones, tornadoes, hurricanes, or other cataclysmic natural phenomenon, unless such loss or damage is covered by the Contractor's insurance. Any loss or damage arising through the nature of the work to be done from the action of the elements or from any unforeseen or unusual obstruction or difficulty which may be encountered in the prosecution of said work during the contract period shall be borne by the Contractor.

## SECTION 108 – PROSECUTION AND COMPLETION

### 108.01 SUBCONTRACTING

**This section is added:**

The Contractor shall formally request of the Manager, in writing, approval of the sub-contractor and approval of his use on the project. The judgment of his suitability for approval shall be made from a written statement to accompany the request. The statement shall contain the following: The Contractor's reason for employing a sub-contractor; the sub-contractor's history in detail, a performance of similar work, equipment, supervisory personnel, financial status and other information showing his ability to perform the proposed work in compliance with the plans and specifications to the satisfaction of the Manager.

All subcontractors must be pre-qualified with the Bureau of Coastal Engineering for the type of work and estimated value to be performed.

The Contractor shall be required to furnish one superintendent at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work at all times.

#### 1. Values and Quantities.

There are no Specialty Items in this Project.

Specialty Items are as listed below:

Drilling and blasting.

Above ground highway lighting items.

Above ground sign lighting items.

Above and below bridge deck lighting items.

Electrical wire items.

ITS items, except for foundations, standards, and junction boxes.

### 108.02 COMMENCEMENT OF WORK

**This section is added:**

The Contractor will be required to begin work under the contract within ten (10) calendar days after the date of written Notice to Proceed (NTP) from the Manager, to begin work and must prosecute the work with due dispatch and with sufficient machinery and appliances, in good order to insure the completion of the work within the number of calendar days after the date of the commencement of the work as stated in Section 1:00 and 108.10 of these specifications. If at any time after the date fixed for beginning work, it shall be found that project operations in the opinion of the Manager, are not being carried on at such a rate to complete the work within the time herein specified, the Manager shall have the power after due notice in writing to the Contractor, to employ such additional plant or labor as may be necessary to insure proper prosecution of the work and any excess cost thereto over what the work should have cost at the contract rate, shall become due the Contractor. This provision however, shall not affect the right of the Department of Environmental Protection to annul the contracts.

The Subpart 4 in the first paragraph is changed to:

4. Progress schedule as specified in 153.03

### **108.03 – DAILY COMMUNICATIONS**

**This section is added:**

Project meetings shall be held on a weekly basis or at an interval determined by the Contract Manager. The Contractor will be required to have all Superintendents, foremen and other persons involved in the oversight of the project in attendance, including same for all subcontractors.

### **108.04 WORK SITE AND STORAGE**

**This section is added:**

Storage locations shall be as follows:

Borough of Mantoloking;

Lyman Street – East of East Avenue

Downer Avenue – East of Ocean Avenue (Route 35)

Princeton Avenue – East of Ocean Avenue (Route 35)

Township of Brick:

Brick Township Beach No. 3 – Block 37, Lot 10 (Route 35 North Bound)

Brick Township Beach No. 1 – Block 42.05, Lot 1 (Route 35 North Bound)

In the event the Contractor shall deem it necessary to obtain rights-of-way, storage areas, or other facilities, other than those provided by the Department of Environmental Protection, Office of Engineering and Construction, they shall be procured, used, and returned at his expense.

The contractor shall obtain all access and/or rights of way as necessary for his operations. All access areas shall be barricaded when not in use and shall be maintained in a safe, clean condition. No access point will be used unless approved in writing by the project engineer.

Plan to control these locations inclusive of traffic control, pedestrian through work zone and staging area plan shall be submitted in accordance with Section 159 of these Specifications

### **108.05.02 Safety Program:**

**This section is added:**

The Contractor shall keep proper lights each night between the hours of sunset and sunrise, upon all plant connected with the work. Upon all ranges or other markers in connection with it when deemed necessary by the Manager, and upon all buoys which may be dangerous or obstruct navigation, and shall be responsible for all damages resulting from any neglect or failure in this respect. All excavations or other obstructions, which may endanger lives or property, shall be properly lighted and marked with railings or other guards.

The Contractor shall be responsible for the safety of his employees, plant, and materials and for any damage or injury done by or to them from any source or cause and shall comply with all laws of New Jersey relating to insuring of employees employed on the project.

### **108.06 NIGHT OPERATIONS**

#### **4. Visibility Requirements for Workers and Equipment.**

THE FIRST PARAGRAPH IS CHANGED TO:

Ensure that workers wear a 360° high-visibility retro-reflective safety garment meeting ANSI/ISEA Class 3, Level 2 standards.

## **108.10 CONTRACT TIME**

### **This section is added:**

Achieve Completion in 180 days. The Contract Time shall begin on the date of issuance of the Notice to Proceed.

## **108.11 EXTENSIONS TO CONTRACT TIME**

### **This section is added:**

At any time during the contract period, the Contractor may submit to the Manager a claim for allowance of additional contract time, expressed in calendar days, to compensate for delay in prosecution of the work due to causes beyond the Contractor's control. Such claims shall be submitted within ten (10) calendar days of the commencement of such delay. Each claim shall describe the delay and its effect on the work; the causes from which the delay arose; the efforts and lack of ability on the Contractor's part to overcome the delay; the actual or projected length of such delay; and the number of calendar days of compensatory time required for such delay. In the case of extended delay, the Contractor shall file a supplementary statement, upon resumption of work, setting forth the total period of delay and requested compensatory number of calendar days. In acceptance of the filing of claims, the Office reserves the right to deny any such claims or to approve and fix the compensatory time in each case, such time to be additive to the contract time stated in Section 1:00 and 108.10.

### **B. Types of Delays.**

#### **2. Excusable, Non-Compensable Delays.**

THE last PARAGRAPH is CHANGED TO:

If approved excusable, non-compensable delays exceed a total of 90 days, the time in excess of 90 days will become excusable and compensable as specified in 108.11.01.B.3.

## **108.12 – RIGHT OF WAY RESTRICTIONS:**

### **This section is added:**

In the event the Contractor shall deem it necessary to obtain rights-of-way, storage areas, or other facilities, other than those provided by the Department of Environmental Protection, Office of Engineering and Construction, they shall be procured, used, and returned at his expense.

The contractor shall obtain all access and/or rights of way as necessary for his operations. All access areas shall be barricaded when not in use and shall be maintained in a safe, clean condition. No access point will be used unless approved in writing by the project engineer.

Under no circumstances shall any material, machinery or work be placed or conducted West of the Dune Easement line as represented on the plan set. All work shall be completed East of this line.

## **108.13 SUSPENSION OF WORK:**

### **This section is added:**

The Manager may stop any portion of the work if in his judgment the same cannot or is not being properly done for any reason. No allowance of any kind will be made for such stopping except in extension of the time for the completion of the work.

## **108.14 DEFAULT AND TERMINATION OF CONTRACTOR'S RIGHT TO PROCEED**

The following is added:

If at any time the Manager should judge that the work herein described, or any part thereof, has been abandoned, that it is unnecessarily delayed, or that the Contractor is violating any faith, then, in that case, the Manager shall notify the Contractor in writing to discontinue all work under this contract. The Department of Environmental Protection, Office of Engineering and Construction may employ other parties to complete the work in accordance with these specifications and use such equipment and materials as may be found upon the site of aforesaid work, and if necessary, procure other materials, equipment and labor for its completion.

The Department shall recover the cost of the work thus done by deducting the amount thereof out of any moneys which may be due the Contractor, or by an action at Law against the Contractor or his surety, or by either or both of these methods.

List (1) of the first PARAGRAPH is changed to:

1. Fails to begin construction operations within 10 days of execution of the Contract.

#### **108.19 COMPLETION AND ACCEPTANCE**

This section is added:

No Incentive Payment for Early Completion is specified for this project.

At any time of final acceptance the whole work must have been finished in a neat and workmanlike manner, and must be in that condition at that time. Defects arising from any cause at any time before acceptance must be made good and the whole work put in a condition as herein specified before acceptance.

After completion of the work, and before final payment is made, the Contractor shall promptly remove his plant, and all appurtenances placed by him under the contract both in the waterways and on the upland and shall leave the site in a clean, uninjured good condition. Any and all piles driven by the Contractor either to support a construction trestle or for any other purpose in connection with the execution of the work shall be removed by the Contractor, prior to final acceptance of the contract work.

All construction materials will receive appropriate inspections and tests as provided elsewhere in these specifications. Final acceptance of materials shall be made only after the incorporation of materials into the finally accepted completed structure.

#### **108.20 LIQUIDATED DAMAGES**

THIS SUBSECTION IS CHANGED TO:

The Contractor and the State recognize that delay in completion results in damages to the State in terms the effect of the delay on the use of the Project, upon the public convenience and economic development of the State and also results in additional costs to the State for engineering, inspection, and administration of the Contract. Because it is difficult or impossible to accurately estimate the damage incurred; therefore, the parties agree that if the Contractor fails to complete the Contract within the time stated in these specification, or within such further time as may have been granted according to the provisions of the Contract, the Contractor shall pay the State of New Jersey \$2,386 (two-thousand three-hundred eighty-six dollars) in liquidated damages per day for the loss and expense caused by such delay. For each day after the date of completion stipulated in the contract that the work remains incomplete, the Department of Environmental Protection may withhold from the Contractor's total compensation in the amount described herein and the amount thus withheld shall not be considered as a penalty, but as liquidated damages fixed and agreed to in advance by contracting parties. Such liquidated damages shall be paid for each and every day, as hereafter defined that the Contractor is in default to complete the Contract.

## **SECTION 109 – MEASUREMENT AND PAYMENT**

### **109.01 MEASUREMENT OF QUANTITIES**

THE SECOND PARAGRAPH IS DELETED:

### **109.02 SCOPE OF PAYMENT**

THE THIRD SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Department will not make additional or separate payment for work or portion of work unless specifically provided for in the “Measurement and Payment” Subsection.

### **109.05 ESTIMATES**

This section is added:

Estimates and partial monthly payment for the work performed during the previous monthly period, in accordance with the terms of the contract, and not previously paid for, will be made on the twentieth (20th) day of each month by the Manager and payment there upon will be made by the Department of Environmental Protection, Office of Engineering and Construction within sixty (60) days thereafter.

Prior to the issuance of a progress payment by the Office to the Contractor, the Contractor shall certify to the state agency that a sub-contractor or supplier has been paid any amount due from any previous progress payment and shall be paid any amount due from the current progress payment or that there exists a valid basis under the terms of the sub-contractor's or supplier's contract to withhold payment from the sub-contractor or supplier and therefore payment is withheld.

If the prime Contractor withholds payment from a sub-contractor or supplier, the prime Contractor shall provide to the sub-contractor or supplier written notice of a withholding of payment. The notice shall detail the reason for withholding payment and state the amount of payment withheld. A copy of the notice shall be provided to the bonding company providing the performance bond for the general Contractor and to the Office.

The reserved percentage of five (5%) percent of the total amount due monthly, and so reserved from such payment for the work performed under the contract until the work has been completed, will be paid on final completion of the entire work, to the satisfaction of the Manager of the Bureau of Coastal Engineering of the division in charge of the work, and upon presentation by the Contractor of a final certificate signed by the Contractor. Such final certificate shall be the Contractor's signed statement certifying to the Office that all lawful bills, charges and claims for payment whether due or which could become due, for all labor, materials and supplies of every kind in the completed project or employed or used in its construction, including payment for all suppliers and sub-contractors, have been fully paid and discharged, and that the prevailing wage was paid for all labor employed in connection with the work, and that there remain no just liens, claims or demands whether presently asserted or which could become asserted against the work.

It is specifically understood that in case either greater or lesser quantities under the various work items given herein are required finally to complete the work, the Contractor shall accept final payment for the actual quantity of work performed under each work item at his price or lump sum bid, for such item and shall make no claim for the variation of any anticipated profit, costs, or charges.

#### **109.06 MATERIAL PAYMENT AND STORAGE**

This section is added:

The Department does not make payments for materials delivered to the jobsite but not yet incorporated into the work.

#### **109.10 CONTRACTORS COMPLIANCE WITH N.J.S.A. 34:11**

This section is added:

The Contractor shall be responsible for the strict observance of his employees of the laws of the United States affecting operations under the contract.

The Contractor shall comply with the provisions of Section 34:11-1 et seq., which act provides for a minimum wage and with the provisions of Section 34:11-1 et seq., which act provides that no laborer or mechanic shall work more than eight (8) hours in any one calendar day without just compensation. Also Revised Statutes 10:2-1 to and inclusive of Section 10:2-4, which prohibits any discrimination in employment or labor or purchase of material on account of race, color or creed on public work.

The work under this project shall be subject to the provisions of Chapter 150, P.L. 1963, as amended, of the State of New Jersey, designated as the "New Jersey Prevailing Wage Act". The Contractor will be required to comply with the provisions of said law. A copy of Bulletin MW 210 entitled "Prevailing Rate of Wages on Public Contracts", issued by the New Jersey Department of Labor in six (6) pages, is attached to and made a part of these specifications.

Pursuant to Chapter 150, P.L. 1963, as amended, of the State of New Jersey, the current Prevailing Wage Rate Determination established by the Commissioner of Labor and Industry is available for reference at the Department of Environmental Protection, Office of Engineering and Construction, Bureau of Coastal Engineering, 1510 Hooper Avenue, Toms River, New Jersey 08753. The Contractor, and any sub-contractors will be required to pay all workman engaged in the performance of services directly upon the project the prevailing rate of wages specified in said determination. This determination is conclusive for a period of two (2) years from date of issuance unless superseded within said two (2) years by a later determination.

Employers not paying the itemized employee benefits to a payee designated in a collective bargaining agreement shall pay them directly to the employee on each payday.

The Contractor and any sub-contractor, will be required to keep an accurate record showing the name, craft or trade and actual hourly rate of wages paid to each workman employed by them in connection with the project. Such record shall be preserved for two (2) years from date of payment.

The Contractor, and any sub-contractor, will be required to post the prevailing wage rate for each craft and classification involved, as determined by the Commissioner of Labor, including the effective date of any changes thereof, in prominent and easily accessible places at the site of the work, and at such place or places as are used by them to pay workman their wages.

A copy of Bulletin MW 210 entitled "Prevailing Rate of Wages on Public Contracts", issued by the State of New Jersey, Department of Labor and Industry, will be on file for inspection in the Trenton and Toms River offices of the Bureau of Coastal Engineering, together with "Prevailing Wage Determination", issued by the Commissioner of the Department of Labor and Industry and will be attached to the contract for the project.



#### **109.11 FINAL PAYMENT AND CLAIMS**

This section is added:

Final certificate shall be the Contractor's signed statement certifying to the Office that all lawful bills, charges and claims for payment whether due or which could become due, for all labor, materials and supplies of every kind in the completed project or employed or used in its construction, including payment for all suppliers and sub-contractors, have been fully paid and discharged, and that the prevailing wage was paid for all labor employed in connection with the work, and that there remain no just liens, claims or demands whether presently asserted or which could become asserted against the work.

The Contractor agrees that as a further condition precedent to the granting of such final certificate, he will furnish said Manager with satisfactory evidence that he has completed the work or furnished materials under this contract for which payment is sought and/or that whoever has sustained damage or injury by reason of any act, omission or carelessness upon its part, or its agents, in the prosecution of the work, has been paid in full or so secured that no liability of any kind or character can attach to the State of New Jersey on account of any claim.

## **DIVISION 150 – CONTRACT REQUIREMENTS**

### **SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND**

This subsection is added:

The Contractor will be required to execute and deliver a performance surety bond to the Department of Environmental Protection, Office of Engineering and Construction as part of the contract, within fourteen (14) days after the award of contract. The bond shall be in an amount equal to one hundred (100%) percent of the contract amount, with such sureties as shall be approved by the State of New Jersey, to secure the faithful performance of the contract; to indemnify and save harmless the said State of New Jersey from all proceedings, suits or actions of any name or description; to assure the payment of all persons performing labor and/or furnishing material in connection with the project.

Any change in the plans, specification agreements, or quantities without the consent of the bondsmen, shall in no way vitiate said bond. The bond shall be given in compliance with the requirements of the statutes of the State of New Jersey in respect to bonds of Contractors on public works, Revised Statutes of New Jersey, Sections 2A:44-143 through 147, as amended and supplemented.

No separate payment will be made for providing for the Performance and Payment Bond for the life of the contract, rather the cost shall be included in the unit prices bid for the various other items scheduled in the proposal.

**SECTION 152 – INSURANCE**

**152.03 Procedure:**

**The following is added:**

The Contractor acknowledges that at all times under this contract he shall be acting in the capacity of an independent Contractor, and as such shall be solely liable for all claims of any kinds and description including any and all damages awarded in any suit or proceeding including costs thereof, to which the Contractor may be subjected, by reason of injury to the person or property of others, including employees, resulting from the performance of the project, or through negligence of the Contractor, or through any improper or defective machinery, implements or appliances used by the Contractor in the performance of the project or through any act or omission on the part of the Contractor, his sub-contractor, employees, agents, or servants; the Contractor agrees that there shall be no liability upon the State of New Jersey, through or by any and all of its Departments, Divisions or sub-divisions thereof including but not limited to its officers, agents, servants, or employees thereof, arising out of the performance by the Contractor of his obligations as set forth herein, and the Contractor further agrees to indemnify and save harmless the State of New Jersey, through or by any and all of its Department, Division, or Sub-Division thereof including but not limited to its officers, agents, servants, or employees thereof, from any liability and from all costs and expenses of any kind to which the State of New Jersey through or by any and all of its Departments, Divisions, or Sub-Divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, may be put by reason of injury or claim of injury to persons or property resulting or arising from the performance by the Contractor, his servants, licensees, agents, or invitees of his obligations herein.

Contractor waives any right of recovery for contribution from the State of New Jersey, through or by any and all of its Departments, Divisions, or Sub-Divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, for any liability sustained by the Contractor under this contract including but not limited to claims for injury to person or property resulting from any portion of the work performed under this contract which may be deemed to be inherently dangerous.

Prior to the commencement of the work under the contract for which these specifications are a part the Contractor shall furnish to the Manager a Certificate of Insurance from a responsible insurance company, authorized to do business in New Jersey covering Workmen's Compensation, Public Liability and Property Damage Claims, and which certificates shall contain a provision that the policies of which said certificates are evidence insure and protect the Contractor, the State of New Jersey through or by any and all of its Departments, Divisions, Sub-Divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, the Department of Environmental Protection, and the Municipalities and agents of the Municipality in which the site of the work is located in the amounts listed as follows:

**BODILY INJURY**

<b><u>EACH PERSON</u></b>	<b><u>EACH OCCURRENCE</u></b>	<b><u>EACH OCCURRENCE</u></b>
<b>\$1,000,000.00</b>	<b>\$3,000,000.00</b>	<b>\$1,000,000.00</b>

Against all suits and costs of every kind and description and for all damages to which the Contractor, the State of New Jersey, through or by any kind and all of its Departments, Divisions, or Sub-Divisions thereof, including but not limited to its officers, agents, servants, or employees thereof, may

be subjected by reason of injury to the person or property of others, including employees, resulting from the performance of the project or through the negligence of the Contractor or through any improper or defective machinery, implements or appliances used by the Contractor in the project, or through the act of omission on the part of the Contractor, his sub-contractors, agents, employees, or servants; and the Contractor shall be liable for all damages to, or claims by third persons including accidents or damage or injury which follow naturally and proximately from the type, nature or character of the project, and all operations incidental thereto to be performed by the Contractor or sub-contractors or by anyone directly or indirectly employed by either or any of them, and whether caused by acts of omission in the prosecution of the work.

Where the work to be performed by the Contractor is the result of a joint venture between the State and any of its Municipalities or Sub Divisions or agencies or with any person or entity whatsoever where the costs of such projects are being shared by the respective parties to the joint venture, all of the terms, conditions and undertaking by the Contractor herein shall run in favor of such Municipality, Sub Division, agency person or entity. The Department of Environmental Protection, Office of Engineering and Construction at any time, may examine the complete policies listed on the said insurance certificate.

#### **152.03.01 Owner's and Contractor's Protective Liability Insurance**

##### **A. Policy Requirements.**

THE fourth SENTENCE of the first paragraph IS CHANGED TO:

Ensure that policies are underwritten by companies with a current A.M. Best rating of A- with a Financial Size Category of VII or better.

#### **152.04 Measurement and Payment**

No separate payment will be made for providing for the Insurance for the life of the contract, rather the cost shall be included in the unit prices bid for the various other items scheduled in the proposal.

### **SECTION 153 – PROGRESS SCHEDULE**

The following is added:

Within five (5) calendar days after the date of the contract award, the Contractor shall furnish to the Manager or his representative, for approval, a construction schedule which shall include a statement as to the planned mode of operations; a listing of construction material orders including a delivery schedule, and a full description of the equipment he plans to use. The approximate dates for each phase of operations shall be furnished at the pre-construction meeting.

The Manager reserves the right to reject, modify, require different construction methods or operations, additional rigging, equipment and/or personnel as he/she deems necessary in order to accomplish the contract requirements.

Any changes to the approved construction plan shall be reviewed and approved by the Manager prior to implementation. Said schedule shall be updated at least twice a month and shall be updated prior to, and provided at, all project meetings.

#### **153.04 Measurement & Payment**

**THE FOLLOWING IS ADDED:**

All costs for furnishing and updating the progress schedule shall be included in the prices bid for the various Pay Items scheduled in the Proposal.

**SECTION 154 – MOBILIZATION**

**154.04 MEASUREMENT AND PAYMENT**

**The Department will measure and make payment for Items as follows:**

<b>Item</b>	<b>Pay Unit</b>
MOBILIZATION	LUMP SUM

**Additional Reference Material**

The Department will make payment for MOBILIZATION on a lump sum basis, regardless of the number of times the Contractor shuts down and returns to the Project. The Department will make payment as follows:

<b>Work Completed</b>	<b>Payment</b>
5% of the Work <sup>1</sup>	Lesser of 25% of bid price, Item No. 1 or 2.5% of Total Contract Price
10% of the Work <sup>1</sup>	Lesser of 50% of bid price, Item No. 1 or 5% of Total Contract Price
15% of the Work <sup>1</sup>	Lesser of 75% of bid price, Item No. 1 or 7.5% of Total Contract Price
20% of the Work <sup>1</sup>	Lesser of 100% of bid price, Item No. 1 or 10% of Total Contract Price
100% of the Work	Amount of bid price, Item No. 1 not previously paid

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<sup>1</sup> If the baseline schedule is not approved, the Department will not make payment for mobilization.

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The Department will calculate the percentage of Work completed from the total of payments compared to the Total Contract Price. The total of payments excludes the amount paid for MOBILIZATION and the amount paid for materials furnished but not incorporated into the Work as specified in 109.06.

Included under the cost of this item shall be all material and equipment necessary to construct, maintain and repair access locations to properly transport materials, vehicles and man power to and from the project site.

## SECTION 155 – CONSTRUCTION FIELD OFFICE

### 155.03.01 FIELD OFFICE

The following is added:

The Contractor shall furnish and maintain a suitable at the site of the work for the use of the Inspectors on the project. The office must be complete in all respects, fully furnished as specified herein, and ready for occupancy by the Inspector at least one day prior to the beginning of project operations. The office shall be located as directed by the Manager, insofar as possible shall be placed so as to allow all truck deliveries of materials to the project to pass in front of the office for official inspection and signatures. The Manager may direct that the office be relocated during the course of the project work if conditions require.

The office construction and facilities must be satisfactory to the Manager, with the facilities to include a toilet, in addition to all other furnishings hereinafter specified. The office shall be Field Type Office B, shall be waterproof, and shall be equipped with close fitting door and windows which can be locked.

In addition to the requirements set forth in the NJDOT Standard Specification 2007 Edition, the office shall be equipped with one (1) new computer running Windows XP or Windows 7, with full versions of Microsoft Office Suite, 2003 edition or newer as well as Acrobat Adobe Professional Version 9 or higher, one (1) scientific calculator, an all-in-one printer, copier, scanner and a plan table not less than three (3) feet by five (5) feet. The Contractor shall provide a telephone and pay for all base charges including local scope area calls. Toll calls made by the Manager or Inspector will be reimbursed to the Contractor by billing monthly on State Form.

The Contractor shall provide light, heat, and cooling capabilities of the office to 68 degrees Fahrenheit when weather conditions require it.

The office and all its facilities shall be maintained in good condition throughout the entire time the project is in operation.

The location of the field shall be situated in the Township of Brick at Brick Beach No. 3, Block 37 Lot 10 as represented on the Contract Drawings. The office should reside in the area already designated for construction activity and closed to the public.

### 155.03.03 Telephone Service

This Subsection is changed to:

The Contractor shall provide a telephone and pay for all base charges including local scope area calls and set up. Toll calls made by the Manager, Resident Engineer, or Inspector will be reimbursed to the Contractor by billing monthly on State Form.

**155.04 MEASUREMENT AND PAYMENT**

This section revised to:

ITEM	PAY UNIT
Field Office	LUMP SUM
Telephone Service	ALLOWANCE

Payment for Field Office will be 30% of the Total Contract bid price upon approved placement with balance prorated over the duration of the Contract.

NOTE: No work shall be permitted to commence prior to the field office being fully operational for the RE.



**SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS**

**157.03.01 Construction Layout**

**This section is added:**

The Contractor will be required to preserve all stakes and benchmarks, established on the work until duly authorized by the Manager to remove the same. All stakes and benchmarks disturbed or removed without the permission of the Manager shall be replaced at the expense of the Contractor.

**157.04 – Measurement and Payment**

ITEM	PAY UNIT
Construction Layout	LUMP SUM

Payment for this item will be 30% of the Total Contract bid price with initial payment estimate with balance prorated over the duration of the Contract.

The work under this item shall include all labor, materials, equipment, rigging, tools, and accessories required for conducting survey activities to control installation activities. Contractor shall confirm and install based upon the northerly and easterly provided on contract plans.

The contractor shall be responsible for identifying the location of the proposed installations in the field to ensure proper alignment, including locating and staking of corners, turning points, etc. based upon the northerly and easterly provided on contract plans.

As built Drawings - The work under this item shall also include all labor, materials, equipment, rigging, tools, and accessories required for conducting an as-built survey of the new construction including any and all work completed as described within these plans and specifications, prepared by a surveyor licensed in the State of New Jersey as specified in Section 12:00 and as described herein. The as-built survey shall include, but not be limited to: location and elevation of newly constructed sheet pile, return, ladder locations, scour protection limits and elevation, and slope of the stone revetment.

NOTE: All as-built drawings shall conform to the format as specified under Section 12:00 of the appendix. The Contractor shall be responsible for providing three signed and sealed sets of as-built drawings and one signed and sealed mylar drawing to the Bureau of Coastal Engineering along with computer generated version with rights to reproduce and distribute as well as provide any and all raw survey data obtained.

NOTE: No pre- or post-hydrographic surveys are required for this work item. The work item shall only include the as-built topographic survey as described herein.

## SECTION 159 – TRAFFIC CONTROL

### 159.02.02 Equipment

The following is added to the list of equipment references:

Portable Variable Message Sign w/Remote Communication.....	1001.04
Portable Trailer Mounted CCTV Camera Assembly.....	1001.05

### 159.03.02 Traffic Control Devices

Contractor shall supply all traffic control devices necessary to conduct all work, access and material and equipment delivery necessary to ensure the safety of the public and his forces. The devices shall as a minimum meet the needs of the submitted traffic control, pedestrian through work zone and staging area plan in accordance with applicable regulations, including but not limited to MUTCD regulations, FHWA, NJDOT Standards for review and consideration by this office. These plans shall be submitted with the working drawing submittal. The cost for furnishing and maintaining of warning signs, traffic cones and barrels, barricades, traffic flaggers, and watchmen, as necessary for the safety and protection of the public, particularly during construction for the implementation of the traffic control, pedestrian through work zone and staging area plan shall be included under the lump sum bid for Traffic Control. Also, the work area shall be sufficiently secured during the nighttime hours to prevent against trespassing and possible vandalism.

#### 2. Construction Barrier Curb.

THE last paragraph is changed to:

Provide top and side mounted flexible delineators on the construction barrier curb. For delineators located on the right side when facing in the direction of traffic, ensure that the retroreflective sheeting is white. For delineators located on the left side when facing in the direction of traffic, ensure that the retroreflective sheeting is yellow. Attach flexible delineators according to the manufacturer's recommendations.

Starting at the beginning of the construction barrier curb section mount top delineators at 100-foot intervals on tangent sections, curves of radii greater than 1,910 feet, and at 50-foot intervals on curves of radii of 1,910 feet or less.

Mount side delineators at the lead end of each barrier segment with the top of the delineator 3 inches from the top of the barrier.

#### 6. Traffic Control Truck with Mounted Crash Cushions.

THE last sentence is changed to:

Submit drawings to the RE detailing the manner of securing the ballast, signed and sealed by a Professional Engineer, certifying that it is capable of withstanding the impact forces for which the impact attenuator is rated.

THE FOLLOWING IS ADDED to the second paragraph:

- 8. Portable Variable Message Sign w/Remote Communication (PVMSRC).** Place the PVMSRC at the location directed by the RE. Ensure that a designated representative familiar with the operation and programming of the unit is available on the Project for On-Site Configuration. Only display messages authorized by the Department for the Project and make the signs available for use remotely from the Traffic Operation center (TOC) specified in 105.07.01.B. Repair or replace malfunctioning PVMSRC within 12 hours of notification by the RE.

Provide a broadband cellular telephone service plan with unlimited data service on an IP based packet network for the intended operational and functional requirements of the PVMSRC. Ensure that the PVMSRC has remote operation capability from the specified TOC using the NJDOT's current DMS control software at the time of deployment.

Provide for one week of testing by the TOC for remotely operating the PVMSRC before the start of construction operations that require lane or shoulder closures, or other impacts to traffic. At least 10 days before testing, submit to the RE for approval a plan for any work to be completed in the TOC. Submit a request to the RE at least 4 days in advance to access the TOC for any work.

9. **Portable Trailer Mounted CCTV Camera Assembly (PTMCCA).** Place the PTMCCA at the location directed by the RE. Ensure that a designated representative familiar with the operation and programming of the unit is available on the Project for initial installation. Repair or replace malfunctioning PTMCCA within 12 hours of notification by the RE.

#### 159.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEMS are ADDED:

<i>Item</i>	<i>Pay Unit</i>
TRAFFIC CONTROL	LUMP SUM
TRAFFIC DIRECTOR, MUNICIPAL POLICE	ALLOWANCE

Traffic Director, Municipal Police - for the traffic safety services will be measured in accordance with the parameters designated by each municipality. The Contractor shall include the sum of \$100,000.00 for "Traffic Director, Municipal Police " as an allowance. All Police Traffic Director fees, including Municipal Administration, Police car fees etc. will be considered a direct expense and the amount requested by the Contractor shall not exceed the amount paid to the municipalities. Excess monies shall not be used by the Contractor for any other purpose. Only the amount paid to Municipality, as supported by the appropriate receipts, shall be reimbursed to the Contractor. Payment for overhead and profit for this item will not be made directly. These costs shall be included in the various other items in the proposal.

## SECTION 160 – PRICE ADJUSTMENTS

### 160.03.01 Fuel Price Adjustment

throughout this subsection, TABLE 161.03.01-1 is CHANGED TO TABLE 160.03.01-1

THE third PARAGRAPH IS CHANGED TO:

If the as-built quantity of an Item listed in Table 160.03.01-1 differs from the sum of the quantities in the monthly Estimates, and the as-built quantity cannot be readily distributed among the months that the Item listed in Table 160.03.01-1 was constructed, then the Department will determine fuel price adjustment by distributing the difference in the same proportion as the Item’s monthly Estimate quantity is to the total of the Item’s monthly estimates.

the 25 th LINE IN THE TABLE 160.03.01-1 is changed to:

HOT MIX ASPHALT \_\_\_\_\_ BASE COURSE                      2.50 Gallons per Ton

THE FOLLOWING are ADDED to table 160.03.01-1

Items	Fuel Usage Factor
NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton
COLOR-COATED NON-VEGETATIVE SURFACE, HOT MIX ASPHALT	2.50 Gallons per Ton

### 160.03.02 Asphalt Price Adjustment

note 1 of the Third PARAGRAPH IS CHANGED TO:

- The N. J. Department of Transportation will determine the weight of asphalt binder for price adjustment by multiplying the percentage of new asphalt binder in the approved job mix formula by the weight of the item containing asphalt binder. If a Hot Mix Asphalt item has a payment unit other than ton, the Department will apply an appropriate conversion factor to determine the number of tons used.

the fourth PARAGRAPH IS CHANGED TO:

$$A = B \times [(MA - BA)/BA] \times C \times M \times G$$

Where:

A = Asphalt Price Adjustment

B = Bid Price for Tack Coat/Prime Coat

MA = Monthly Asphalt Price Index

BA = Basic Asphalt Price Index

C = Petroleum Content of the Tack Coat and Prime Coat in Percent by Volume:

Use 100% for cutbacks and Tack Coat 64-22

60% for Polymer Modified Tack Coat  
60% for RS or similar type emulsions  
M = Percentage of Bid Price Applicable to Materials Only: Use 82%  
G = Gallons of Tack Coat and Prime Coat Furnished and Applied

**160.04 – Measurement and Payment**

ITEM	PAY UNIT
Fuel Price Adjustment	ALLOWANCE

Payment shall be made for the documented amount of fuel utilized during the project on the site from hourly equipment run times by typical fuel consumption of equipment on the site in accordance with manufacturer's standard data times (x) the fuel price modifier as established for the contract period and in accordance with the general specifications of this section.

For the purposes of this Contract, the hours documented under Item 9 "Excavation, Unclassified (Mechanical Transfer)" shall be converted to Gallons (G or Gallons of fuel for price adjustment) necessary to calculate the fuel price adjustment per the formula provided in Section 160.03.01 by utilizing a conversion factor of 8.35 gallons per hour.

**Section 161 – Final Cleanup**

**161.01 Description**

This Section describes the requirements for performing final cleanup.

**161.02 Materials**

(Intentionally Blank)

**161.03 Procedure**

**161.03.01 Final Cleanup**

Clean the Project Limits, to the RE's satisfaction , of rubbish, excess materials, temporary structures, and equipment. Include borrow source areas, and equipment and material staging areas occupied in connection with the Work. Areas utilized shall be return to their preexisting conditions. Damage to any structures public or private shall be returned to their existing condition at no additional cost to the Department.

**161.04 Measurement and Payment**

The Department will measure and make payment for Items as follows:

Item	Pay Unit
FINAL CLEANUP	LUMP SUM

## DIVISION 200 - EARTHWORK

### Section 202 – EXCAVATION

#### 202.02 MATERIALS

the FIRST in the list IS CHANGED TO:

Coarse Aggregate (No. 57, or 67)..... 901.03

#### 202.03.04 Excavating Regulated Material

##### 3. Temporarily Storing.

THE first PARAGRAPH is CHANGED TO:

Temporarily store regulated or hazardous material in stockpiles within the Project Limits and as shown on the Plans. Construct stockpiles on polyethylene sheeting. Contain stockpiles with haybales or silt fence placed continuously at the perimeter of the stockpiles. For hazardous material, if a stockpile area is not available within the Project Limits, sample and analyze materials in-situ for disposal. Excavate and place the hazardous regulated material directly into trucks, and haul it directly to the approved disposal facility.

#### 203.02.01 Materials

this subsection IS CHANGED TO:

Provide materials as specified:

Soil Aggregate (I-7, I-9, I-10, I-11, I-13, and I-14)..... 901.11

#### 202.04 MEASUREMENT AND PAYMENT

ITEM

Excavation, Unclassified (Mechanical Transfer)

PAY ITEM

HOUR

(If and Where Directed)

Excavation, Unclassified (Mechanical Transfer) shall be utilized in the event that it is determined that the existing dune system does not have the necessary amount of sand needed to support the sheet pile geotextile anti-scour overwash apron installation. Cost per HOUR shall include the utilization of one (1) bulldozer minimum size Caterpillar, Model D7 or equal and one (1) operator. The unit cost shall include all fuel, repairs, maintenance needed to sustain operation. Costs paid shall only be for the time the bulldozer and operator are actually utilized to complete the work and shall not include idling or stand by time. Relocation of sand from the beach foreshore and berm area to the area needed to complete construction of the anti-scour apron shall only be authorized for payment under an "If or Where" directive by the Project Engineer or Owner's appointed representative.

Proposed bulldozing shall be conducted in accordance with N.J.A.C. 7:7E – "Rules on Coastal Zone Management" and Conditions of the Municipalities' "General Maintenance Permit".

## SECTION 511 – BULKHEAD, FENDER, AND DOLPHIN SYSTEMS

### 511.02.01 Materials

14 th on the list is changed to:

Fiberglass Reinforced Plastic Lumber (FRPL)..... 916.01

Hardware:

All hardware for the project shall consist of Type 314 or 316 high strength stainless steel.

Hardware shall include, in general, bolts, nuts, washers, plates, shapes, nails, lag screws, and spikes which are required to complete the structure shown on the plans or described in the specifications.

Unfinished bolts and nuts are to conform to "Specification for Carbon Steel Bolts and Studs, 60,000 psi Tensile Strength", ASTM Designation A307-93a. Grade A bolts shall be used for general applications and Grade B bolts can be used at flanged joints in piping systems with cast iron flanges. Bolts must be supplied with a mark signifying its type and grade. All bolts shall be heavy head type.

High strength bolts and nuts are to conform to "Specification for Structural Bolts, Heat Treated, 120/105 ksi Minimum Tensile Strength", ASTM Designation A325-93, type 3. Bolts must be supplied with a mark signifying its type and grade.

High strength nuts are to conform to "Specification for Carbon and Alloy Steel Nuts for Bolts for High-Pressure and High-Temperature Service", ASTM Designation A194-93a. All other nuts must conform to "Specification for Carbon and Alloy Steel Nuts", ASTM Designation A563-93.

Washers must conform to either "Specification for Hardened Steel Washers", ASTM Designation F436-93, or "Specification for Compressible-Washer-Type Direct Tension Indicators for Use with Structural Fasteners", ASTM Designation F959-93a. Washers must have manufacture mark.

### 511.03 CONSTRUCTION

This section revised to:

PART 1: GENERAL

1.01 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC)

“Specification for the Design, Fabrication, and Erection of Structural Steel for Buildings” of the American Institute of Steel Construction (AISC)

AMERICAN WELDING SOCIETY (AWS)

AWS D1.1 (2008) Structural Welding Code – Structural Steel  
AWS QC1 AWS Certification of Welding Inspectors



## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 27	(2005) Specification for Steel Castings, Carbon, for General Application
ASTM A 36	(2005) Standard Specification for Carbon Structural Steel
ASTM A 325	(2006) Specification for Structural Bolts, Steel, Heat Treated, 120/105 ksi Minimum Tensile Strength
ASTM A 328	(2007) Standard Specification for Sheet Piling
ASTM A 572	(2007) Standard Specification for High Strength Low Alloy Columbium- Vanadium Structural Steel

### 1.02 GENERAL REQUIREMENTS

This specification provides the minimum technical requirements for the procurement, fabrication, installation, and incidental construction of the steel sheet piles as indicated on the Drawings and specified herein.

### 1.03 SUBMITTALS

Submit the following in accordance with standard submittal requirements:

1. Contractor Qualifications: Sheet pile wall system, as proposed, shall be furnished by a firm having a minimum of five (5) years experience in the installation of similar type units. All installation shall be supervised by personnel with previous satisfactory experience in the installation of at least two similar sheet pile wall systems. The sheet pile wall system supplier shall have in place a quality control program for the manufacture and installation of the steel sheet pile wall system.
2. Drawings:
  - a. Steel Sheet Piles: Show all locations, markings, materials, sizes, and shapes and indicated all methods of connection including shop-welding procedures. Show length for each pile segment.
  - b. Interlocks: Show all locations, markings, materials, sizes, and shapes, and indicate all methods of connection including shop-welding procedures. Show length for each interlock segment.
  - c. Special Closures, Construction Details, and Specified Accessories: Show all locations, markings, materials, sizes, and shapes, and indicate all methods of connection including shop-welding procedures. Show length for each segment.
  - d. Field Splices: Show rollers, blocks, shims, etc. required aligning pile sections when working flat. Show field weld preparation and alignment.
  - e. Driving Helmets, Cap Blocks, Template, and Pile Cushions: Show details of driving helmets, cap blocks, and template and pile cushions. Submit one (1) weeks prior to test pile installation.
3. Statements:
  - a. Pile Driving Plan
  - b. Suitability of Pile Driving Equipment
4. Welder Qualifications: Submit copy of welder qualification certificates to the Owner for any welders performing welds in the shop or field.
5. Field Test Reports:
  - a. Test Piles Data

6. Installation Procedures:

- a. Installation Instructions for Pile Driving Plan
- b. Test Piles

7. Records:

- a. Pile Driving Record: For each driven pile, keep a detailed record of the pile location, deviations from design location, cross section shape and dimensions, original lengths, ground or mudline elevation, tip elevation, cutoff elevation, number of blows or vibrator equipment force output data required for each foot of penetration for the entire length. Include in the record the beginning and ending times of each operation during driving of pile, type and size of hammer used, rate of operation, stroke or equivalent stroke for diesel hammer, type of driving helmet, and type and dimension of hammer cushion (cap block) and pile cushion used. Record retap data and unusual occurrences during pile driving. Preprinted forms for recording pile driving data will be furnished upon request. Submit to the Engineer complete and accurate job pile records as specified in this paragraph, within 3 calendar days after completion of driving of each pile.
- b. Contractor shall immediately notify Engineer of any pile that does not reach the required tip elevation.

1.04 DELIVERY, HANDLING, AND STORAGE

Sheet pile materials shall be shipped, handled, and stored without distortion or damage. Store in a clean, properly drained location off the ground. Any damage to steel shall be repaired to the satisfaction of the Engineer at no expense to the Owner.

PART 2: MATERIALS

2.01 STEEL SHEET PILES, CAP, STEEL LADDERS, AND SCOUR APRON

Materials shall be of the size and type as shown on the Drawings or as otherwise indicated in these specifications. Materials for sheet piles and cap shall conform to the requirements of ASTM A 572 Grade 50, ASTM A 572 Grade 60, ASTM A 690 Grade 50, or ASTM A 690 modified with minimum yield strength of 57 KSI, minimum 0.50" thick for sheeting; minimum 0.25" thick for cap. Sheeting shall have a minimum width of 28.5" (+/- 2.5%), minimum height of 18" (+/- 2.5%), minimum thickness .5000", elastic section modulus of 57.0 in<sup>3</sup>/ft for grade 50 steel, 48.0 in<sup>3</sup>/ft for grade 60 steel and 51.0 in<sup>3</sup>/ft for ASTM A 690 modified with a minimum yield strength of 57 KSI. Approved Steel Sheet Piles for the Project are: SKZ 34 – Grade 50 ASTM A 572 with specified coating as manufactured by Skyline Steel or equal; SKZ 34 – Grade 50 ASTM A 690 uncoated as manufactured by Skyline Steel or Equal; PZC 26 – Grade 60 ASTM A 572 with specified coating as manufactured by LB Foster or equal; PZC 28 – ASTM A 690 modified uncoated with a minimum yield strength of 57 KSI as manufactured by LB Foster or approved equal.

Choice between the use of ASTM A 572 or ASTM A 690 is at the discretion of the Contractor but shall be consistent throughout the limits of each Municipality. Switching between ASTM A 572 and ASTM A 690 during the course of the Project shall not be permitted.

Items "Steel Sheet Piles – VH 45" is described as follows – sheeting systems with length from bottom of sheeting to top of sheeting consisting of a vertical height of forty five feet (45'), other steel sheet pile items follow a similar pattern.

All ASTM A 572 grade 50 or Grade 60 steel sheeting shall be coated with 16m DFT 300M Coal Tar Epoxy, 18.0 – 22.0m Fast Clad ER Epoxy or their approved equal.

Sheets manufactured out of ASTM A 690 material do not need to be coated

All caps and ladders are to be coated with 16m DFT 300M Coal Tar Epoxy, 18.0 – 22.0m Fast Clad ER Epoxy or their approved equal.

Coating for ASTM A 572 sheet pile shall be applied to both sides at the Top 15 VF for VH 45, Top 14 VF for VH 44, top 13 VF for VH 43, top 12 VF for VH 42, top 11 VF for VH 41, top 10 VF for VH 40, top 9 VF for VH 39, top 8 VF for VH 38, top 7 VF for VH 37, top 6 VF for VH 36, top 5 VF for VH 25 and entire 12VF of VH 12.

Top and bottom of bent plate cap and all surfaces of ladders and scour apron flat steel inserts shall be coated with one (1) of the above specified coating systems.

Cap plate shall be fabricated and installed at the maximum length practical. Sections can either be welded at the ends to the adjacent cap section with a full depth weld, ground smooth and recoated to original specifications for a continuous installation or butted within a maximum of ½" between cap plates with edges beveled to avoid any sharp edges. If caps are none continuous the contractor shall configure joints in the cap to land on the approximate centerline of the steel sheet pile easterly flat face and install an additional bolt at this location to fasten the cap to the sheet pile within four (4) inches of each end of the cap piece.

Eight inch (8") diameter concrete or grout filled PVC pipe may be installed in a non-continuous manner, however the incremental spacing shall not exceed two inches (2") between each segment.

If lifting eyes have been cut into the steel sheet piles, other than those provided under Item Steel Sheet Piles VH - 25, the contractor shall seal all lifting eyes (holes) by one of the following methods:

- 1) using two (2) heavy duty galvanized fender washers and one and three quarter (1-¾) inch long by 5/8" diameter heavy duty galvanized bolts and galvanized lock washers;
- 2) Weld in a plug equal to the diameter of the lift holes and of the same material and thickness of the steel sheet pile material;
- 3) Weld cover-plate of same material and thickness of steel sheet pile. To be placed on east side (ocean) of sheeting. Plate shall exceed the limits of the lift hole on all sides by one inch (1").

Each method for covering lift hole covers shall be coated per the requirements mentioned in this Section. Method to covering lift holes is at the discretion of the Contractor. The methods mentioned above shall be for covering lift hole only, defective sheet piles shall not be utilized and shall be removed from the project at no cost.

Lift holes in the sheets installed under Item Steel Sheet Piles VH- 25 do not need to be sealed.

Cost for coating system, including that for any touch up painting, shall be included in the linear footage bid for these items.

The contractor may be required at times to mechanically relocate sand from the dune system to install the sheet pile to the appropriate elevation and then return sand to original grade. This will be required when the existing dune system elevation is higher than the proposed sheet pile and anti-scour apron installation elevations. Cost for the relocation of sand for this purpose shall be included under the linear foot bid for the steel sheet pile item. Any transfer of sand described under Section 202 Excavation **shall not** be applied under this Item. Sand that is relocated under this activity shall be replaced so the dune is established to its condition prior to installation activities.

Bent Plate Cap for Steel Sheet Piles shall be of the size and type as shown on the Drawings or as with dimensions modified to fit the steel sheet pile approved for use.

Geotextile Fabric Anti-Scour Overwash Apron shall be of the size and type as shown on the Drawings. Geotextile fabric shall be in accordance with Tencate GT500 Woven Fabric or approved equal. Hemming attachment hardware, concrete filled weighted apron system shall be of the size and type as shown on the drawings. Cost for the materials and installation shall be included in the linear footage for this item.

Steel ladder shall be of the material ASTM A 572 Grade 50 and the size and type shown on the drawings. Cost for the materials and installation shall be included in the unit price for this item.

Excavate and backfill existing sand as necessary to complete installation of ladder. Excavation and backfill costs to be included in the unit price bid for ladders.

Specifications for the steel associated with Steel Sheet Piles VH XX, sheet pile returns, all connecting hardware, the coating system(s), and geotextile fabric for the Alternate Geotextile Fabric Anti-Scour Overwash Apron are provided in the Appendix of this specification.

Connecting and fastening, inclusive of welding and or miscellaneous welding, activities for all items within this section shall be included in the unit prices bid for these items.

## 2.02 WELDING

All welding shall be in accordance with AWS D1.1 and all welding shall be by operators qualified in accordance with AWS D1.1 procedures.

# PART 3: EXECUTION

## 3.01 PILE DRIVING

Provide a driving frame or template to align and “thread” piles before driving. Keep piles vertical during driving. Drive piles from tip elevation shown on the Drawings. Sheet piles shall be driven in such a manner as to prevent damage to the piles, and provide a continuous closure of sheet piles. The Contractor shall drive the piling to within three inches (3”) of the tip elevations shown on the Drawings and piles shall extend to the cut-off elevation shown. Piles shall be driven in pairs flush against the driving template (falsework) to prevent “walking” of the sheeting. Sheeting not driven flush with the driving template shall be rejected by the RE and requires the contractor to remove and re-drive the sheeting in a satisfactory manner. No additional payment shall be made for rejected/re-driven sheeting.

Non-pollutant, non-petroleum based lubricant may be used for ease of installation.

### 3.02 COMBINATION WALL SYSTEM

Each successive master pile or intermediary pile section shall be properly interlocked with its adjoining pile before being driven. Driving shall be carried out according to the fixed-point method following manufacturer's recommendations. Master pile sections shall be driven first, and then the intermediary sections shall be driven in between two consecutive master pile sections. Runs of piling shall be driven progressively from the start and no pile shall be driven to a lower elevation than those behind it. Drive intermediary sheets only sufficiently to hold them in place until the complete length for template has been assembled, after which they shall be driven separately or in stages so that the tip of any one pile will not be more than 5 feet below the tip of any other pile in the alignment.

### 3.03 ALIGNMENT

Pile shall be held plumb in both directions at all times during driving operations. The distance and alignment between adjacent master pile sections shall be exact. The sheet pile wall shall be driven with a variation of not more than 1/8 inch per foot from the vertical. The Contractor shall continuously check pile position and vertical alignment while driving. Any deviation of the sheet pile system from plumb shall be corrected by the Contractor at no additional expense to the Owner.

### 3.04 PREDRILLING

Every effort shall be made to drive the piling to the tip elevations specified. Extremely hard driving conditions are not anticipated.

### 3.05 SHEET PILING CUTOFF AND SPLICES

Piles shall be driven to elevations indicated. Splicing of piles will not be permitted. Should any pile section become too short to reach the required length because of driving damage, it shall be removed and replaced with a new section at the Contractor's expense.

### 3.06 DAMAGED PILES

Should any section of the sheet pile system become, or be found to be out of interlock, or should an interlock become damaged, the Contractor shall correct the condition to the satisfaction of the Engineer at no additional cost to the Owner. If additional pile sections are found to be needed to correct driving damage or misalignment, they shall be provided by the Contractor at no additional cost to the Owner.

### 3.07 FIELD INSPECTION

Perform continuous inspection during pile driving. Inspect piles for compliance with tolerance requirements. Bring all unusual behavior that may occur to the attention of the Contract Manager and Resident Engineer.

## 511.04 MEASUREMENT AND PAYMENT

Item	Pay Unit
Steel Sheet Piles – VH 45	LINEAR FOOT
Steel Sheet Piles – VH 44	LINEAR FOOT
Steel Sheet Piles – VH 43	LINEAR FOOT
Steel Sheet Piles – VH 42	LINEAR FOOT
Steel Sheet Piles – VH 41	LINEAR FOOT
Steel Sheet Piles – VH 40	LINEAR FOOT
Steel Sheet Piles – VH 39	LINEAR FOOT
Steel Sheet Piles – VH 38	LINEAR FOOT
Steel Sheet Piles – VH 37	LINEAR FOOT
Steel Sheet Piles – VH 36	LINEAR FOOT
Steel Sheet Piles – VH 25	LINEAR FOOT
Steel Sheet Piles – VH 12	LINEAR FOOT
Bent Plate Cap for Steel Sheet Piles	LINEAR FOOT
Geotextile Fabric Anti-Scour Overwash Apron	LINEAR FOOT
Steel Ladders	UNIT

## DIVISION 600 – MISCELLANEOUS CONSTRUCTION

### SECTION 603 – SLOPE AND CHANNEL PROTECTION

#### 603.01 DESCRIPTION

This Section describes the requirements for constructing various kinds of slope and channel protection.

#### 603.02 MATERIALS

##### 603.02.01 Materials

Provide materials as specified:

Coarse Aggregate (No. 57)	<u>901.03</u>
Fine Aggregate	<u>901.06.02</u>
Riprap Stones	<u>901.08</u>
Concrete	<u>903.03</u>
Mortar	<u>903.08.01</u>
Curing Materials	<u>903.10</u>
Reinforcement Steel	<u>905.01</u>
Preformed Joint Filler	<u>914.01</u>
Joint Sealer	<u>914.02</u>
Stabilization Geotextile	<u>919.01</u>

For rock backfill, use 8 inch ( $d_{50}$ ) riprap stone as specified in 901.08.

##### 603.02.02 EQUIPMENT

Provide equipment as specified:

Vibrator	<u>1005.04</u>
Concrete Batching Plant	<u>1010.01</u>
Concrete Trucks	<u>1010.02</u>

#### 603.03 C CONSTRUCTION

This section added:

##### Revetment Stone:

All stone furnished and used shall be hard, sound, compact, dense, and durable quarry stone of good quality and highly resistant to weathering and disintegration under the action of the seawater and alternate freezing and thawing. Stone shall be free from cracks, seams, fissures, places of weakness or other undesirable qualities which might contribute to crumbling or breakage in handling and placing in the work or during later weathering and sea action. The stone shall be free from all foreign material and shall weigh not less than 185 pounds per cubic foot dry in air. The stone furnished shall be used only after its suitability has been established to the satisfaction of the Engineer. Stone shall only be supplied by a quarry approved by NJDEP Bureau of Coastal Engineering and Construction.

Revetment shall consist of sound, durable, non-soluble rock approved by the Engineer. The rock shall be angular shaped, be reasonably well-graded, and have  $d_{50}$  size as indicated on Contract Drawings. However, stones provided shall all range between four (4) tons to six (6) tons in weight with the exception of chink stone utilized for voids in larger rock placement areas. Chink stone shall be of the largest practical-size for use.

The Contractor shall notify the Engineer of the source of revetment stone at least seven (7) calendar days in advance of delivery to the site. The Engineer shall approve the source of the stone and reserves the right to order discontinuation of a source if conformance to the Specification is not maintained.

All areas shown on the Contract Drawings that are to be lined with revetment shall be trimmed and dressed to conform to the grades shown on the drawings. Where such areas are below grade, they shall be brought to grade by filling with select fill or DGA, or as directed by the Resident Engineer. The costs associated shall be included in the unit price bid for stone revetment tonnage.

After the foundation has been satisfactorily prepared, the Contractor shall install filter fabric on the areas to be lined with stone unless otherwise noted on the Contract Drawings. When placing fabric, toe the fabric at the top and bottom of the embankment. Stone for revetment shall be spread on the filter fabric in such a manner as to produce a reasonably well graded mass of rock with the minimum practicable percentage of voids, and shall be constructed to the lines and grades shown on the drawings or as directed by the Engineer. Mat stone and revetment stone shall be placed to its full course thickness in one operation in such a manner as to avoid damaging the underlying filter fabric. The finished riprap shall be free from objectionable pockets of small stones and clusters of large stones. Hand placing to a limited extent may be required to secure the results specified above. Special care shall be taken in the areas immediately adjacent to pipes insure that the mass of rock is firmly set in place and sufficiently keyed to resist uplift and displacement by flowing water.

The following tests are to be performed and results furnished to the Engineer to determine the suitability of the stone proposed:

1. Unit Weight per Cubic Foot:

Method: Laboratory displacement for specific gravity determination.

Samples: Four (4) pieces of stone weighing approximately three (3) pounds each, selected at the quarry by the Engineer or his appointed representative.

Criteria: Minimum weight to be 185 pounds per cubic foot dry in air.

2. Soundness:

Method: Visual Observations; Tentative method of test for soundness by use of Sodium Sulphate or Magnesium Sulphate (ASTM Designation C88-46T).

Samples: Twenty-five (25) pounds of stone broken into fragments reasonably uniform in size and shape and weighing approximately 100 grams each (100 grams is equivalent to 3.5 ounces).

Criteria: Maximum three (3) percent loss of weight, 10 cycles, Magnesium Sulphate. Free of cracks, fissures, seams of mica, degradation due to exposure and moisture.



3. Durability:

Method: Standard method of test for abrasion of rock by use of DeVal Machine (ASTM Designation D-2-33).

Sample: Twenty-five (25) pounds of stone broken into fragments reasonably uniform in size and shape and weighing approximately 100 grams each. (100 grams is equivalent to 3.5 ounces.)

Criteria: Maximum three (3) percent loss by weight.

Stone Classifications

Revetment stone shall consist of pieces of stone as follows: median diameter 48 inches” (forty-eight inches), d50.

A maximum of 5% by weight of clean spalls will be allowed in the stone. Spalls are defined specifically as small pieces of broken stone weighing less than 3 lbs. each but definitely excluding dirt, quarry dust, and fine quarry stone. All stone shall be machine broken and screened at the quarry before loading for shipment to assure complete removal of dirt, mud, quarry dust and fine quarry stone. Stone shall be provided and installed for structural and erosion control.

Stone shall be provided in locations specified on the project plans.

Stone larger than the maximum specified will be accepted only if they can be used to the satisfaction of the Engineer. Should the larger stone be rejected, the contractor shall be responsible for loading and removal from the project site at no additional cost to the State of New Jersey.

Contractor shall furnish such stockpile site as part of the work of furnishing stone. The stockpile site shall be sufficient in size to accommodate quantities of stone as required for proper prosecution of the work.

When stone is transported from the quarry to the project, it shall be weighed at the quarry and delivered to segregated, controlled stockpiles at or near the project site for selection and reloading for placement in the structure. The Contractor shall furnish the stockpile sites as part of the work of furnishing stone. The stockpile sites shall be sufficient in size to accommodate quantities of stone as required for proper prosecution of the work.

Stone shall be delivered only during regular working hours.

The weighing of stone shall conform in every particular to all requirements of the Laws of the State of New Jersey and the Regulations of the New Jersey State Division of Weights and Measures. The weighing of stone in all particulars and at all times, shall be subject to inspection and approval by the Engineer. All scales used shall be approved as to type and construction by the New Jersey State Division of Weights and Measures, and installed in accordance with the Divisions specifications.

**Each truck delivery of stone shall be accompanied by a delivery slip issued at the quarry on behalf of the Contractor. Each delivery slip shall be numbered and shall contain the following information: quarry, date and time of weighing, gross, tare and net weights in pounds, licensed weighmasters signature and seal, project number and location, stone size and number of stones on the truck.**

**The delivery slip shall be furnished to the Engineer at the time of delivery and prior to unloading. Each delivery slip shall be clearly legible. Any questions as to the weighing data shall be cause for rejection of the delivery slip and the delivery.**

Quarry stone utilized for the project shall be bid upon and paid for as part of the proposal unit prices bid. Stone shall be placed to the dimensions shown on the drawings and tightly packed for maximum in-place density of revetment.

Stone Inspection and Acceptance: The Contractor will be held fully responsible for the furnishing of quarry stone which meets in full all requirements of these specifications. All stone must be inspected and approved by the Engineer for acceptance but such action by the Engineer in no way shall relieve the Contractor of his full responsibility.

The Bureau shall be privileged to inspect stone at any and all points from: quarry stone source to project work and to reject any stone which does not meet the specifications at the quarry, in transit, or in the work.

Payment for Revetment stone shall be under unit prices bid per ton.

#### **603.04 MEASUREMENT AND PAYMENT**

The Department will measure and make payment for Items as follows:

Item	Pay Unit
REVTMENT STONE	TON

Shall be paid for according the actual tonnage approved, accepted, and installed by the Contractor at the locations called for on the plans and in the field.

The work under this item shall include all cap stone, core stone, stone bedding, mat stone and filter fabric, complete and in place as shown on the project plans.

Note: Quantity of stone is an estimate only. No additional payment shall be made should the contractor haul a greater quantity of stone than is necessary for the prosecution of work. The contractor shall only be compensated for the actual quantity of stone placed in the structure. Unnecessary/Unneeded stone shall be loaded and hauled offsite at no additional cost to the State of New Jersey. It is the sole responsibility of the contractor to ensure that only the proper type, size, and quantity of materials including stone, bedding stone, filter fabric, etc. necessary for construction is hauled to the worksite.

## SECTION 9999 – PROJECT SIGN

### 9999.01 – Construction

The Contractor shall furnish and erect one project sign, complete with necessary supports, at locations to be designated in the field by the Manager. The sign shall be placed at least one (1) day prior to the beginning of the project operations, and shall be maintained by the Contractor throughout the project operations. The number and text of the signs shall be as indicated in section 1:00, and the construction and materials shall be as hereinafter described.

Upon completion of the project, the sign shall be removed by the Contractor and shall become his property. Final payment under the project will not be made until the signs have been removed.

The cost of the sign and appurtenant work shall be included in the bid as described in section 1:00.

The signs shall be 3/4" plywood, Marine-Ext. DFPA, four (4) feet high by eight (8) feet long. The edges shall have two (2) coats of primer, plus one (1) intermediate and one (1) finish coat; the front and back, one (1) coat of primer and one (1) coat of intermediate.

The upper portion of the sign shall bear gold letters over a dark blue field. The lower portion shall bear blue letters over a gold field. All lettering shall be standard upper case block letters. The work and lettering shall be of professional quality. Should the sign flake or fade during the contract time, it shall be repainted as necessary.

The Manager may order changes in the names and category if required to convey existing conditions.

The height and size of lettering may be varied to give proportion to the sign. See Section 1:00 for legend, sizes and wording.

The contractor shall furnish and erect one project sign, and shall maintain the sign throughout the contract operations. The sign shall be placed at a specific location designated in the field by the Manager. The text of the sign shall be as follows:

1. STATE OF NEW JERSEY
2. DEPARTMENT OF ENVIRONMENTAL PROTECTION
3. SHORE PROTECTION PROJECT NUMBERS 4256-14 & 4257-14
  
4. THIS CONSTRUCTION PROJECT IS DESIGNED AS A
5. PROTECTIVE MEASURE TO PRESERVE NEW JERSEY'S
6. SHORELINE AND TO FURTHER IMPROVE OUR
7. RECREATIONAL FACILITIES
  
8. CHRIS CHRISTIE, Governor
9. KIM GUADAGNO, Lieutenant Governor
10. BOB MARTIN, Commissioner
11. MAYOR STEPHEN C. ACROPOLIS – Township of Brick
12. MAYOR GEORGE C. NEBEL – Borough of Mantoloking

NOTE: Lines 1 to 3 to be 4 inches high  
 Lines 4 to 7 to be block letters 2 1/2 inches high  
 Lines 8 to 12 to be 2 inches high

The upper portion of the sign, Lines 1 to 3, shall be gold letters on a blue field. The lower portion, Lines 4 to 12 shall be blue lettering on a gold field. All lettering shall be upper case standard block form.

**9999.02 MEASUREMENT AND PAYMENT**

This section revised to:

ITEM	PAY UNIT
Project Sign	LUMP SUM

Payment for Project Sign will be 30% of the Total Contract bid price upon approved placement with balance prorated over the duration of the Contract.

The cost of the sign and of its erection, maintenance and removal shall be included in the lump sum price bid.

## FEDERAL AID ATTACHMENTS

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

- A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

## II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

I. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.
3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.
  - c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.
5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.



- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a

union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.
9. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.
  - a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
  - b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.
10. **Assurance Required by 49 CFR 26.13(b):**
  - a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
  - b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
11. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
  - a. The records kept by the contractor shall document the following:
    - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
  - b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data

should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
  - d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors

employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee ( e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..
- (2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker

listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor



shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
10. Certification of eligibility.
  - a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).
  - a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:
    - (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
    - (2) the prime contractor remains responsible for the quality of the work of the leased employees;
    - (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
    - (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.



1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

#### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  - (2) 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, or receiving stolen property;
  - (3) 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 paragraph (a)(2) of this certification; and
  - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies

available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. 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 any Federal 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.
  - b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN

DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**FHWA ATTACHMENT NO. 2****STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these Specifications:
  - a. Covered area means the geographical area in which the Project is located.
  - b. Director means Director, Office of Federal Contract Compliance Programs, United States Department of Labor or any person to whom the Director delegates authority.
  - c. Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, US Treasury Department Form 941.
  - d. Minority includes:
    - (1) Black (a person having origins in any of the black African racial groups not of Hispanic origin);
    - (2) Hispanic (a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race);
    - (3) Asian and Pacific Islander (a person having originals in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (4) American Indian or Alaskan Native (a person having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participating or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. The Contractor shall implement the specific affirmative action standards provided in paragraphs 6a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
4. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these Specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the US Department of Labor.
6. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:



- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foreman, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individual working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred back to the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the source compiles under 6b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news median, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.



- j. Encourage present minority and female employees to recruit other minority persons and females and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Contractor and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (6a through p). The efforts of a Contractor association, joint contractor union, Contractor-Community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 6A through p of these Specifications provided that the Contractor actively participates in the group, make every effort to assure that the group has a positive impact on the employment of minorities and females in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work force participation, make a good faith effort to meet its individual goals and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
  8. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
  9. The Contractor shall not use the goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
  10. The Contractor shall not enter any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
  11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspensions, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
  12. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 6 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the

Contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (such as mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
14. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (such as those under the Public Works Employment Act of 1977 and the community Development Block Grant Program).
15. Noncompliance by the Contractor with the requirements of the Affirmative Action Program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

**FHWA ATTACHMENT NO. 3****NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The goals for minority and female participation, in the covered area, expressed in percentage terms for the Contractor's aggregate work force in each trade, on all construction work are as shown on Page 2.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4. (3) a, and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

2. The Contractor will provide the Department with written notification in triplicate within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification will list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.
3. As used in this Notice and in the Contract resulting from this solicitation the covered area is the county or counties in which the Project is located.
4. If a project is located in more than one county, the minority work hours goal, only, will be determined by the county which serves as the primary source of hiring or, if workers are obtained almost equally from one or more counties, the single minority goal will be the average of the affected county goals.

**WORK HOUR GOALS IN EACH TRADE FOR MINORITY AND FEMALE PARTICIPATION**

<b>COUNTY</b>	<b>MINORITY PARTICIPATION PERCENT</b>	<b>FEMALE PARTICIPATION PERCENT</b>
Atlantic	18.2	6.9
Bergen	15	6.9
Burlington	17.3	6.9
Camden	17.3	6.9
Cape May	14.5	6.9
Cumberland	16	6.9
Essex	17.3	6.9
Gloucester	17.3	6.9
Hudson	12.8	6.9
Hunterdon	17	6.9
Mercer	16.4	6.9
Middlesex	15	6.9
Monmouth	9.5	6.9
Morris	17.3	6.9
Ocean	17	6.9
Passaic	12.9	6.9
Salem	12.3	6.9
Somerset	17.3	6.9
Sussex	17	6.9
Union	17.3	6.9
Warren	1.6	6.9

## FHWA ATTACHMENT NO. 4

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY FOR CONTRACTS FUNDED BY FHWA

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq (PL 1975, c 127, as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereunto, are hereby made a part of this contract and are binding upon them.

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Division of Civil Rights/Affirmative Action setting forth provisions of this nondiscrimination clause;
- b. The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;
- c. The Contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Division of Civil Rights/Affirmative Action, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The notices referred to in paragraphs a and c may be obtained from the Supervising Engineer of Construction or his representative at the preconstruction conference.

## FHWA ATTACHMENT NO. 5

### DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION ATTACHMENT FHWA FUNDED CONTRACTS

#### I UTILIZATION OF DISADVANTAGED BUSINESSES AS CONTRACTORS, MATERIAL SUPPLIERS AND EQUIPMENT LESSORS.

The New Jersey Department of Transportation (NJDOT) advises each contractor or subcontractor that failure to carry out the requirements set forth in this attachment shall constitute a breach of contract and, after the notification of the applicable federal agency, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontracts in accordance with USDOT requirements.

#### II POLICY

It is the policy of NJDOT that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21); and Section V, Part B below, shall have equal opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR, Part 26, Subsections A, C and F apply to this agreement.

#### III CONTRACTOR'S DBE OBLIGATION

The NJDOT and its Contractor agree that Disadvantaged Business Enterprises, as defined in 49 CFR Part 26, Subpart A; and in the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and the Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21), and Section V, Part B below, have equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, the NJDOT and all Contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that Disadvantaged Businesses are given equal opportunity to compete for and to perform on NJDOT federally funded contracts. The NJDOT and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.

#### IV COMPLIANCE

To signify and affirm compliance with the provisions of this attachment, the bidder shall complete the Schedule of DBE Participation (Form A) included in the bid package and all forms and documents required in Sections VII and VIII of these provisions which will be made a part of the resulting contract.

#### V GOALS FOR THIS PROJECT

- A. This Project includes a goal of awarding 8% percent of the total contract value to subcontractors, equipment lessors and/or material suppliers that qualify as Disadvantaged Business Enterprises (DBEs).
1. Failure to meet the minimum goal placed on this project, or to provide a "good faith effort" to meet the minimum goal, may be grounds for rejection of the bid as being non-responsive.
  2. As a source of information only, a Disadvantaged Business Enterprise Directory is available from the Division of Civil Rights and Affirmative Action. Use of this listing does not relieve the Contractor of their responsibility to seek out other DBE's not listed, prior to bid. If a contractor proposes to use a DBE contractor not listed in the DBE Directory, the proposed DBE firm must submit a completed certification application to the Division of Civil Rights and Affirmative Action, fifteen (15) days prior to bid date.

#### B. DEFINITIONS

1. Disadvantaged Business Enterprise is a firm, "Owned and controlled" by socially and economically disadvantaged individuals that is also a small business concern, as defined pursuant to Section 3 of the Small Business Act and Small Business Administration Regulations (13 CFR, Part 121) which also does not exceed the revenue cap on averaged annual gross receipts applicable to the firm's particular Standard Industrial Classification (SIC Code).
2. Owned and Controlled is defined as a firm which is at least fifty-one (51%) percent owned by one or more disadvantaged individuals, or in the case of a publicly owned business, at least fifty-one (51%) percent of the stock is owned by one or more disadvantaged individuals, and whose management and daily business operations are controlled by one or more such individuals.
3. Any individual in one of the following groups who is also a U.S. Citizen or lawfully admitted permanent resident presumed to be socially and economically disadvantaged under the DBE Program.
  - (a) Black Americans – includes any persons having origins in any of the black racial groups of Africa;
  - (b) Hispanic Americans - includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture; or origin, regardless of race;
  - (c) Native American - includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians;
  - (d) Asian-Pacific Americans - includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau) the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia or Hong Kong;
  - (e) Subcontinent Asian Americans - includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - (f) Women - regardless of race;
  - (g) Other - Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration, at such time as the SBA designation becomes effective; or a determination made by the NJDOT's Division of Civil Rights and Affirmative Action, on a case-by-case basis;

## **VI COUNTING DBE PARTICIPATION**

- A. Each DBE is subject to a certification procedure to ensure its DBE eligibility status prior to award of contract. In order to facilitate this process it is advisable for the bidder to furnish the names of proposed DBE's to the Department fifteen (15) days before bid opening. Once a firm is determined to be a bona fide DBE by the Division of Civil Rights and Affirmative Action, the total dollar value of the contract awarded to the DBE is counted toward the applicable DBE goal.
- B. The Contractor may count toward its DBE goal only expenditures to DBE's that perform a commercially useful function in the work of a contract. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Contractor shall evaluate the amount of work subcontracted, industry practice and other relevant factors.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.
- D. If the prime Contractor is a certified DBE, payments made to the Contractor for work performed by the Contractor will be applied toward the DBE goal. Payments made to the Contractor for work performed by non-DBE's will not be applied toward the goal.

- E. The prime Contractor may count 60 percent of its expenditures to DBE suppliers who are not Manufacturers, provided that the DBE supplier performs a commercially useful function in the supply process. The contractor may count 100% of its expenditure to DBE suppliers who are also manufacturers. Manufacturers receive 100% credit toward the DBE goal.
- F. When a DBE subcontractor sublets part of the work of its contract to another firm, the value of the subcontract work may be counted towards the DBE goals only if the subcontractor itself is a DBE. Work that a DBE subcontractor subcontracts to a non-DBE firm, does not count toward DBE goals.

**VII GOOD FAITH EFFORT**

To demonstrate sufficient reasonable efforts to meet the DBE contract goals, a bidder shall document the steps it has taken to obtain DBE participation, including but not limited to the following:

- A. Attendance at a pre-bid meeting, if any, scheduled by the Department to inform DBE's of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, as well as minority-focus media for at least 20 days before bids are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to DBE's that their interest in the contract is solicited;
- D. Efforts made to select portions of the work proposed to be performed by DBEs in order to increase the likelihood of achieving the stated goal;
- E. Efforts made to negotiate with DBE's for specific sub-bids including at a minimum:
  - 1. The names, addresses and telephone numbers of DBE's that were contacted;
  - 2. A description of the information provided to DBE's regarding the plans and Specifications for portions of the work to be performed; and
  - 3. A statement of why additional agreements with DBE's were not reached;
- F. Information regarding each DBE the bidder contacted and rejected as unqualified and the reasons for the bidder's conclusion;
- G. Efforts made to assist the DBE in obtaining bonding or insurance required by the Bidder or the Department.

NOTE: If the Division of Civil Rights and Affirmative Action determines that the apparent successful low bidder has failed to meet the requirements of this section, the bidder will be afforded the opportunity for administrative consideration prior to the award or rejection of the contract. As part of the administrative reconsideration process, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. NJDOT will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the USDOT.

**VIII AFFIRMATIVE ACTION PLANS**

- A. General contractors are required to submit their firm's Affirmative Action Program annually to the Division of Civil Rights and Affirmative Action. Until such time as these programs are submitted and approved, Contractors must have their programs in the Division of Civil Rights and Affirmative Action no later than seven (7) State business days after the date of receipt of bids.
- B. This program will include, but is not limited to the following:
  - 1. The name of the Contractor's D/ESBE Liaison Officer to administer the firm's Disadvantaged Business Program.
  - 2. An explanation of the affirmative action methods used in seeking out and considering Disadvantaged Business Enterprises as subcontractors, material suppliers or equipment lessors.
  - 3. An explanation of affirmative action methods intended to be used in seeking out and considering Disadvantaged Business Enterprises as subcontractors, material suppliers or



equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Disadvantaged Business Enterprise/Affirmative Action activities after the award of the contract and for the duration of said project.

- C. The following shall be submitted either with the bid or to the Division of Civil Rights and Affirmative Action no later than seven (7) State business days after the date of receipt of bids.
1. DBE Form "A" - Schedule of DBE Participation. List all DBE's participating in the contract listing the scope of work, dollar value and percent of total contract to be performed.
  2. Supplement to DBE Form "A" - A list of all subcontractors who submitted bids or quotes on this project.
  3. DBE Form B - Affidavit of Disadvantaged Business Enterprise. Each proposed DBE not listed in the NJDOT DBE directory must submit Form B attesting to its validity as a DBE. (All firms must be certified by the Department's D/ESBE Liaison Officer prior to award of the contract).
  4. Request for Exemption - In the event that the bidder fails to meet the specified goal, they must submit within seven State business days of the bid, a written request for exemption to the goal. This request must include a written statement addressing Items A through G in Article VII of this attachment in addition to an accounting of the reason(s) why each items in the bid proposal was not subcontracted. Submittal of such request does not imply Departmental approval. An assessment of the material will be conducted by the Department's Division of Civil Rights and Affirmative Action.

#### **IX AFFIRMATIVE ACTION AFTER AWARD OF THE CONTRACT**

If at any time following the award of contract, the Contractor intends to sublet any portion(s) of the work under said contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, said Contractor shall take affirmative action:

1. To notify the Resident Engineer, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
2. To signify and affirm compliance with the provisions of this Section, the Contractor shall submit the Post-Award DBE Certification Form to the Regional Supervising Engineer with his application to sublet or prior to purchasing material or leasing equipment. Post Award DBE forms may be obtained from the Resident Engineer.
3. To give disadvantaged firms equal consideration with non-minority firms in negotiation for any subcontracts, purchase orders or leases.
4. If a prime contractor fails to meet its original DBE obligation, they must request an exemption to the goal following criteria in Section VIII (C)(4) and provide a good faith effort thereof. This request must include a written statement addressing each of the Good Faith Efforts outlined in Section VII, A-G.

#### **X CONSENT BY DEPARTMENT TO SUBLETTING**

The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of this attachment.

#### **XI SELECTION AND RETENTION OF SUBCONTRACTORS**

- A. The Contractor is further obligated to provide the Resident Engineer with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as disadvantaged.
- B. Efforts made to identify and retain a Disadvantaged Business Enterprise as a substitution subcontractor when the arrangements with the original DBE proved unsuccessful, shall be submitted in writing to the Department's D/ESBE Liaison Officer for approval. Work in the category concerned shall not begin until such approval is granted in writing.
- C. Notification of a subcontractor's termination will be sent to the Department by the Contractor through the Resident Engineer. Said termination notice will include the subcontractor's ethnic classification and reason for termination.

#### **XII CONCILIATION**

In cases of alleged discrimination regarding these DBE provisions and guidelines, an investigation will be undertaken by the Federal Office of Contract Compliance in conjunction with the Division of Civil Rights and Affirmative Action of the New Jersey Department of Transportation and the Federal Highway Administration.

### **XIII DOCUMENTATION**

- A. The Department or the federal funding agencies may at any time require such information as is deemed necessary in the judgment of the Department to ascertain the compliance of any bidder or contractor with the terms of these provisions.
- B. Record and Reports.

The Contractor shall keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprise Utilization obligations. The records kept by the Contractor will be designed to indicate:

1. The names of disadvantaged subcontractors, equipment lessors and material suppliers contacted for work on this project.
  2. The type of work to be done, materials to be utilized or services to be performed other than the work of the prime contractor on the project.
  3. The actual dollar value of work subcontracted and awarded to DBE's.
  4. The progress being made and efforts taken in seeking out and utilizing Disadvantaged Business Enterprises. This would include solicitations, quotes and bids regarding project work items, supplies, leases, etc.
  5. Documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of Disadvantaged Business Enterprises on this project.
  6. Records of all DBE's and non-DBEs who have submitted quotes/bids to the Contractor on the project.
- C. Submit reports, as required by the Department, on those contracts and other business transactions executed with Disadvantaged Business Enterprises in such form and manner as may be prescribed by the Department.
  - D. All such records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department.

### **XIV PAYMENT TO SUBCONTRACTORS**

The Contractor agrees to pay its subcontractors in accordance with the Specifications.

### **XV NON-COMPLIANCE**

Failure by the bidder to comply with the Specifications may result in rejection of the bid. The Contractor may further be declared ineligible for future Department contracts.

**FHWA ATTACHMENT NO. 5 (A)****INCENTIVE PROGRAM DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION ATTACHMENT FOR FHWA FUNDED CONTRACTS****I PURPOSE.**

To ensure that certified Disadvantaged Business Enterprises (DBE's), as defined in 49 CFR Part 26, have the maximum opportunity to compete for and perform on Department construction projects.

**II INTENT.**

To encourage prime contractors to utilize the services of DBE's who have not previously been prime contractors or subcontractors on Department projects, and afford DBE's the opportunity to gain experience in Department construction contract work.

**III ELIGIBILITY.**

Only prime contractors and DBE's certified prior to the date of bid, or prospective DBE's that have submitted to the Division of Civil Rights/Affirmative Action on or before the day of bid a completed "New Jersey Department of Transportation Disadvantaged Business Enterprise Disclosure Affidavit" (PR-131) and all required documentation and have never been either prime contractor or subcontractor on Department construction projects will be eligible for participation in this program. A list of those eligible DBE's will be available from the Division of Civil Rights/Affirmative Action. Any bidder who submits the name of a certified first-time DBE as part of its goal commitment is also eligible. Any DBE participating in the program must submit to the prime contractor a certification that they have never been either a prime contractor or subcontractor on a Department construction project under their present name or any other name. The prime contractor shall submit this certification with their required DBE submission.

**IV INCENTIVE.**

Prime contractors utilizing first-time DBE's will be given a credit toward their goal percentage identified in companion document "*Disadvantaged Business Enterprise Utilization Attachment For FHWA Funded Contracts*", dated September 1987, revised January 1989, September 1992 and May 1995, equal to the actual dollar amount subcontracted to a first time DBE with the total project credit limited to two percent (2%) of the total bid price but not to exceed \$200,000. This extra credit will reduce the goal percentage award as well as be applicable to the reduced goal percentage.

**V PROGRAM REQUIREMENTS.**

- A. A prime contractor may present any number of first time DBE's for each project. Credit will be given only for the actual amount subcontracted up to the limits established in IV above.
- B. The prime contractor shall be responsible for the entire DBE goal percentage established for the project.
- C. Failure to use a first time DBE shall cause the original goal award percentage prior to applying first time DBE credits to remain in effect.
- D. Failure to meet the goal award percentage, coupled with a lack of good faith effort as determined by the Division of Civil Rights/Affirmative Action, will be considered to be non-compliance on the part of the prime contractor who may be placed in show cause and subsequently be grounds for rejection of the bid as nonresponsive.

## FHWA ATTACHMENT NO.6

### EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS

#### 1. General

- a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 USC, as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the Equal Employment Opportunity requirements set forth in the Required Contract Provisions.
- b. The Contractor will work with the State agencies and the Federal Government in carrying out Equal Employment Opportunity obligations and in their review of activities under the contract.
- c. The Contractor and all subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of Equal Employment Opportunity. The Contractor will include these requirements in every subcontract of \$10,000 or more with such modification of language as is necessary to make them binding on the subcontractor. (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors).
- d. Noncompliance by the Contractor with the requirements of the Affirmative Action Program for Equal Employment Opportunity may be cause for delaying or withholding monthly and final payments pending corrective and appropriate measures by the Contractor to the satisfaction of the Department.

#### 2. Equal Employment Opportunity Policy

The Contractor will accept as its operating policy the following statement which is designed to further the provisions of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include 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, preapprenticeship, and on-the-job training.

#### 3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Department contracting officers an equal opportunity officer (hereinafter referred to as the EEO Officer) who will have the capability, authority and responsibility to effectively implement and promote an active contractor program of equal employment opportunity.

#### 4. Dissemination of Policy

- a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommended such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To ensure compliance, the following minimum actions will be taken:

- (1) An initial project site meeting with key supervisory and office personnel will be conducted before or at the start of work, and then not less than once every 6 months, at which time the Contractor's equal employment opportunity program will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.
  - (2) All new supervisory and office personnel will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within 30 days following their reporting for duty with the Contractor.
  - (3) All personnel engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official concerning the Contractor's procedures for locating and hiring minority and female employees.
- b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:
- (1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - (2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, and/or other appropriate means.
5. Recruitment
- a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority and female applicants, including, but not limited to, State employment agencies, schools, colleges and minority-oriented organizations. To meet this requirement, the Contractor will, through his EEO Officer, identify sources of potential minority and female employees, and establish procedures with such sources whereby applicants may be referred to the Contractor for employment consideration.  
  
In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with the equal employment opportunity contract provisions. (The US Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or females, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended).
  - c. The Contractor will encourage his present employees to refer minority and female applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures pertaining to the referral of applicants will be discussed with employees.
6. Personnel Actions
- Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:
- a. The Contractor will conduct a project site inspection at the start of work, and periodically thereafter, to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with its obligations under this contract, and will resolve or attempt to resolve such complaints, within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform complainants of available avenues of appeal.

## 7. Training Special Provisions

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training aimed at developing full journey people in the type of craft or job classification involved.

The number of training positions will be   0  , where feasible, consisting of at least   0   APPRENTICES and   0   TRAINEES. TRAINEE HOURS=   0  .

Apprentices are defined as registered members of an approved apprenticeship program recognized by the United States Department of Labor (USDOL) Bureau of Apprenticeship and Training (BAT) or a New Jersey State apprenticeship agency recognized by USDOL BAT (e.g., New Jersey Department of Education). Graduates of the Pre-Apprenticeship Training Cooperative Program shall be classified as apprentices. Trainees are defined as skilled, semi-skilled or lower level management individuals receiving training per one of the approved NJDOT "Revised Standard Training Guidelines" (available from the Division of Civil Rights).

Where feasible, at least 50% of the training positions will be assigned to Skilled Crafts which include but are not limited to Carpenters, Dockbuilders, Electricians, Ironworkers and Operating Engineers.

### a. Contractor Submission and NJDOT Approval of the Initial Training Program.

At or after the preconstruction conference and prior to the start of work, the Contractor shall submit a training program to the Resident Engineer for his or her review and comments prior to Division of Civil Rights review and approval. The Contractor's training program shall include:

- (1) the number of trainees or apprentices to be trained in all selected Training Positions,
- (2) the Standard Program Hours for all positions,
- (3) an estimate of the Minimum Available Hours actually feasible on the project toward completion of the Standard Program Hours per position,
- (4) a training schedule of Estimated Start Dates for the apprentices or trainees, developed and coordinated with the project's work progress schedule,
- (5) Training Guidelines for all positions, and
- (6) which training will be provided by the Contractor and which by Subcontractors.

The number of apprentices and trainees shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeypeople in the various crafts within a reasonable area of recruitment. The Contractor shall submit timely, revised training programs as required throughout the project to ensure that feasible and Maximum Available Training is provided. Maximum Available Training is defined as bringing each apprentice or trainee onto the project when work first becomes available in his/her craft and providing all available training until hours are no longer available.

### b. Assignment of Training to Subcontractors

In the event that portions of the contract work are subcontracted, the Contractor shall determine how many, if any, of the apprentices or trainees are to be trained by subcontractors, provided,

however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by these Training Special Provisions. The Contractor shall also ensure that these Training Special Provisions are made applicable to such subcontracts.

- c. Requirements for Recruitment, Selection and Approval of Apprentices and Trainees
  - (1) Apprentices or trainees should be in their first year of apprenticeship or training. The Contractor shall interview and screen trainee candidates to determine if their actual work experience is equivalent to or exceeds that offered by the training program prior to submitting candidates, via the Resident Engineer, to the Division for review and approval or disapproval.
  - (2) Training and upgrading of minorities (e.g., Blacks, Asians or Pacific Islanders, Native Americans or Alaskan Natives, Hispanics) and females toward journeyman status is a primary objective of these Training Special Provisions. Accordingly, the Contractor shall make every effort to enroll minorities and females, by conducting systematic and direct recruitment through public and private sources likely to yield minority and female apprentices or trainees, to the extent that such persons are available within a reasonable area of recruitment. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.
  - (3) No employee shall be employed as an apprentice or trainee in any position in which he or she has successfully completed a training course leading to journeyman status or in which he or she has been employed as a journeyman. The Contractor shall satisfy this requirement by including appropriate questions in the employment application or by other suitable means and by submitting an accurate and complete "Apprentice/Trainee Approval Memorandum." Regardless of the methods used, the Contractor's records should document the findings in each case.
  - (4) Skilled craft trainees may complete up to 3,000 total training hours on NJDOT projects, with an extension of an additional 1,000 hours permitted on a case-by-case basis. Semi-skilled and lower-level management trainees attain journeyman status upon completion of a training guideline and may complete up to three (3) different positions.
- d. Apprenticeship and Training Programs
  - (1) The minimum length and type of training for each position will be established in the training program selected by the Contractor and approved by NJDOT and the Federal Highway Administration. NJDOT will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average apprentice or trainee for journeyman status in the craft concerned by the end of the training period.
  - (2) Apprenticeship programs registered with the US Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by USDOL BAT and training programs approved but not necessarily sponsored by the US Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided such programs are being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the NJDOT Division of Civil Rights prior to commencing work on the positions covered by the Contractor's training program. The Division will review guidelines developed by the Contractor for approval or disapproval in accordance with the Training Guideline Approval Process described in the "Revised Standard Training Guidelines". The Division will also review existing guidelines for revision based on the same process.
  - (3) It is the intention of these provisions that training be provided in construction crafts rather than clerk-typist or secretarial-type positions. Training is permitted in lower level management positions (e.g., timekeepers), where the training is oriented toward project site applications. Training in semi-skilled laborer positions is permitted provided that significant and meaningful training is available on the project site. Some offsite, classroom training (e.g., safety, first aid instruction) may be permitted as long as such training is an integral part of an approved training program and does not comprise a significant part of the overall training.
- e. Reimbursement of the Contractor for Providing Training



- (1) The Contractor will be credited for each apprentice or trainee employed on the construction site who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such apprentices or trainees as provided hereinafter. Payment will be made under the pay item Trainees at the bid price in the Proposal per person-hour of training given an employee on this contract in accordance with an approved training program. If approved, payment will be made for training persons in excess of the number specified herein. This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the Contractor from receiving other reimbursement. Offsite, classroom training reimbursement may only be made to the Contractor when the company does one or more of the following and the apprentices or trainees are concurrently employed on a Federal-aid project: contributes to the cost of the training and/or provides instruction to apprentices or trainees or pays their wages during the offsite, classroom training (e.g., safety, first aid instruction) period.
  - (2) The Contractor shall pay apprentices and trainees according to the project-specific New Jersey Department of Labor Prevailing Wage Rate Determination for the project.
- f. Documentation Required to be Signed by Apprentices or Trainees and provided to NJDOT
- (1) At the start of training, the Contractor shall provide the Resident Engineer and each apprentice or trainee with an applicable "Training Guideline" and, at the conclusion of training, an accurate and complete "Training Certificate for Reporting Hours to NJDOT", showing hours of training satisfactorily completed.
  - (2) The Contractor shall maintain and submit an accurate and complete "NJDOT Contractor's 1409 Quarterly Training Report" to the Resident Engineer within ten (10) days of the end of each training quarter (e.g., January 10, April 10, July 10, October 10); a copy shall also be given to each apprentice or trainee.
  - (3) The Contractor shall maintain and submit accurate and complete "Biweekly Training Reports" to the Resident Engineer, and each apprentice or trainee, as periodic reports documenting performance under these Training Special Provisions.
- g. Training and Promotion
- (1) The Contractor shall assist in locating, qualifying, and increasing the skills of minority and female employees, and applicants for employment.
  - (2) The Contractor shall advise employees and applicants for employment of available training programs and entrance requirements.
  - (3) The Contractor shall periodically review the training and promotion potential of minority and female employees and encourage eligible employees to apply for such training and promotion.
- h. Determining Good Faith Compliance
- (1) Per the approved program or guideline, the Contractor shall provide Maximum Available Training to apprentices and trainees by beginning their training as soon as feasible with the start of craft work utilizing the skill involved on the project construction site and by retaining them as long as training opportunities exist in their crafts or until their training program positions are completed.
  - (2) The Contractor shall recall apprentices or trainees released due to reductions in force when the work scope permits and they are available to return. When they are unavailable to resume training on the project site, the Contractor shall submit written proof of recall efforts and replacement candidates and/or positions in a timely manner. The Contractor shall not terminate apprentices or trainees prior to completion of their training program positions without NJDOT consultation and authorization. Apprentices or trainees are not required to be on board for the entire length of the contract.
  - (3) The Contractor shall have fulfilled the contractual responsibilities under these Training Special Provisions if the company has provided Acceptable Training to the number of apprentices or trainees specified in this contract and/or by providing the remaining hours required to complete training positions begun by apprentices or trainees on other projects. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.
  - (4) The Contractor shall be responsible for demonstrating all steps that have been taken in pursuance of enrolling minorities and females in the training program positions, prior to a



determination as to whether the Contractor is in compliance with these Training Special Provisions.

- (5) The Contractor shall submit to the Resident Engineer written training program summaries at the 50% time and/or cost stage of the contract and also prior to project completion, describing all good faith actions and particularly addressing Maximum Available Training for incomplete training positions, per the procedure found in the revised "Instructions for Implementing the Training Special Provisions".

i. Enforcement Measures and Contractor's Rating

- (1) Payment will not be made if either the failure to provide the required training or the failure to hire the apprentice or trainee as a journeyman is caused by the Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of these Training Special Provisions.
- (2) Per established procedures and scheduled Contract Compliance Reviews, the Contractor's performance will be rated and reviewed periodically by the Department.
- (3) Noncompliance with these Training Special Provisions may be cause for delaying or withholding monthly and final payments, pending corrective and appropriate measures by the Contractor to the satisfaction of the Department, per Item 1d of these EEO Special Provisions.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will make maximum effort to obtain the cooperation of such unions to increase opportunities for minorities and females within the unions, and to effect such union referrals to the construction project. Actions by the Contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The Contractor will use maximum effort to develop, in cooperation with the unions, joint training programs aimed at qualifying more minorities and females for union membership and increasing their skills in order to qualify for higher paying employment.
- b. The Contractor will use maximum effort to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.
- c. The Contractor will obtain information concerning the referral practices and policies of the labor unions except that to the extent such information is within the exclusive possession of the labor unions and they refuse to furnish this information to the Contractor, the Contractor shall so certify to the Department and shall set forth what efforts have been made to obtain this information.
- d. In the event the unions are unable to provide the Contractor with a reasonable flow of minority and female referrals within the time limit set forth in the collective bargaining agreement, the Contractor will through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minorities and females. (The US Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees). In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Department.

9. Subcontracting

- a. The Contractor will use maximum effort to solicit bids from and to utilize minority subcontractors or subcontractors with meaningful minority and female representation among their employees. Contractors may use lists of minority-owned construction firms as issued by the Department.
- b. The Contractor will use maximum effort to ensure subcontractor compliance with the equal employment opportunity obligations.

10. Documents and Reports

- a. The Contractor will maintain such documents as are necessary to determine compliance with the contract's equal employment opportunity requirements. Documents will include the following:
- (1) the number of minorities, non-minorities, and females employed in each work classification on the Project.
  - (2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and females (applicable only to Contractors who rely in whole or in part on unions as a source of their work force).
  - (3) the progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees, and
  - (4) the progress and efforts being made in securing the services of minority and female subcontractors or subcontractors with meaningful minority and female representation among their employees.
- b. All such documents must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal Highway Administration.
- c. The contractor and each subcontractor must submit monthly employment and wage data to the Department via a web based application using electronic Form CC-257R. Instructions for registering and receiving the authentication code to access the web based application can be found at:
- [http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/NJ\\_StimulusReportingNotification-Contractor.pdf](http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/NJ_StimulusReportingNotification-Contractor.pdf)

Instructions on how to complete Form CC257 are provided in the web application. Submit Form CC-257R through the web based application within 10 days following the end of the reporting month. Submission of this form also satisfies the requirement of the form FHWA 1391.

All employment and wage data must be accurate and consistent with the certified payroll records. The contractor is responsible for ensuring that their subcontractors comply with these reporting requirements. Failure by the contractor to submit Monthly Employment Utilization Report may impact the contractor's prequalification rating with the Department.

## FHWA ATTACHMENT NO.7

### **SPECIAL CONTRACT PROVISIONS FOR INVESTIGATING, REPORTING AND RESOLVING EMPLOYMENT DISCRIMINATION AND SEXUAL HARASSMENT COMPLAINTS**

The contractor hereby agrees to the following requirements in order to implement fully the nondiscrimination provisions of the Supplemental Specifications.

The Contractor agrees that in instances when it receives from any person working on the project site a verbal or written complaint of employment discrimination, prohibited under N.J.S.A. 10:5-1 et seq., 10:2-1 et seq., 42 U.S.C. 2000(d) et seq., 42 U.S.C. 2000 (e) et seq. and Executive Order 11246, it shall take the following actions:

1. Within one (1) working day commence an investigation of the complaint which shall include but not be limited to interviewing the complainant, the respondent, and all possible witnesses to the alleged act or acts of discrimination or sexual harassment.
2. Prepare and keep for its use and file a detailed written investigative report which includes the following information:
  - a) Investigatory activities and findings.
  - b) Dates and parties involved and activities involved in resolving the complaint.
  - c) Resolution and corrective action taken if discrimination or sexual harassment is found to have taken place.
  - d) A signed copy of resolution of complaint by complainant and contractor.

In addition to keeping in its files the above-noted detailed written investigative report, the contractor shall keep for possible future review by the Department all other records, including but not limited to, interview memos and statements.

3. Upon the request of the Department, provides to the Department within ten (10) calendar days a copy of its detailed written investigative report and all other records on the complaint investigation and resolution.
4. Take appropriate disciplinary action against any contractor employee, official or agent who has committed acts of discrimination or sexual harassment against any contractor employee or person working on the project. If the person committing the discrimination is a subcontractor employee, then the contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with project's contract requirements.
5. Take appropriate disciplinary action against any contractor employee, official or agent who retaliates, coerces or intimidates any complaint and/or person who provides information or assistance to any investigation of complaints of discrimination or sexual harassment. If the person retaliating, coercing or intimidating a complainant or other person assisting an investigation is a subcontractor's employee, then the contractor is required to attempt to effectuate corrective and/or disciplinary action by the subcontractor in order to establish compliance with the project's contract requirements.
6. Ensure to the maximum extent possible that the privacy interests of all persons who give confidential information in aid of the contractor's employment discrimination investigation are protected.

In conjunction with the above requirements, the contractor shall develop and post a written sexual harassment policy for its work force.

Failure by the contractor to comply with the above requirements may be cause for the New Jersey Department of Transportation to institute against the contractor any and all enforcement proceedings and/or sanctions authorized by the contract or by state and/or federal law.

## **APPENDIX**

**12:00 SURVEYS**

**12:01 PART 1 - GENERAL:**

12:01.1 SCOPE OF WORK:

The work covered under this section consists of furnishing all labor, materials, plant and equipment, and performing all operations required for conducting pre and post hydrographic surveys, pre-construction and as-built topographic surveys, mark-out surveys, volume estimates, and survey data submittals.

12:01.2 MEASUREMENT AND PAYMENT

Payment shall be in accordance with Section 157.

12:01.3 PRE-DREDGE HYDROGRAPHIC SURVEY(S):

Pre-dredge hydrographic surveys of the entire channel(s) proposed for dredging shall be performed as specified in Section 157 and as outlined on the project plans. The pre-dredge hydrographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey experienced in conducting hydrographic surveys, and shall be submitted to the Bureau of Coastal Engineering within thirty (30) calendar days from the Notice to Proceed.

12:01.4 PRE-DREDGE VOLUME ESTIMATE(S):

Volume estimate(s) of material to be removed from each channel section, based upon the pre-dredge hydrographic survey(s) and the proposed dredge channel depths, widths, and sideslopes as indicated on the project plans, shall accompany the pre-dredge survey(s) as specified in Section 157 and as outlined on the project plans. The volume estimate(s) of material to be removed must be prepared by a Professional Engineer licensed in the State of New Jersey and submitted to the Bureau of Coastal Engineering within thirty (30) calendar days from the Notice to Proceed.

12:01.5 POST-DREDGE HYDROGRAPHIC SURVEY(S):

Post-dredge hydrographic survey(s) of the entire channel(s) proposed for dredging shall be performed as specified in Section 157 and as outlined on the project plans. The post-dredge hydrographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey experienced in conducting hydrographic surveys, and shall be submitted to the Bureau of Coastal Engineering within fifteen (15) calendar days upon the completion of dredging of each channel section.

**12:00 SURVEYS**

**12:01 PART 1 - GENERAL Con't:**

**12:01.6 POST-DREDGE VOLUME ESTIMATE(S):**

Volume estimate(s) of actual material removed from each section, based upon the volume difference between the pre-dredge and post-dredge hydrographic surveys, shall accompany the post-dredge survey(s) as specified in Section 157 and as outlined on the project plans. The volume estimate(s) of actual material removed must be prepared by a Professional Engineer licensed in the State of New Jersey and submitted to the Bureau of Coastal Engineering within fifteen (15) calendar days upon the completion of dredging of each channel section.

**12:01.7 PRE-CONSTRUCTION SURVEY(S):**

Pre-construction hydro/topographic surveys shall be performed of the entire area specified in Section 157 and as outlined on the project plans. The pre-construction hydro/topographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey and shall be submitted to the Bureau of Coastal Engineering within thirty (30) calendar days from the Notice to Proceed.

**12:01.8 AS-BUILT SURVEY(S):**

As-built hydro/topographic surveys shall be performed of the entire area as specified in Section 157 and as outlined on the project plans. The as-built hydro/topographic survey(s) and accompanying map(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey and shall be submitted to the Bureau of Coastal Engineering within fifteen (15) calendar days upon the completion of work for that related bid item.

**12:01.9 VOLUME ESTIMATE(S):**

Volume estimate(s) of material, based upon the volume difference between the pre-construction and as-built surveys, shall accompany the as-built survey(s) as specified in Section 157 and as outlined on the project plans. The volume estimate(s) of must be prepared by a Professional Engineer licensed in the State of New Jersey and submitted to the Bureau of Coastal Engineering within fifteen (15) calendar days upon the completion of work for that related bid item.

**12:01.10 MARK-OUT SURVEY(S):**

Stake-out surveys shall be performed of the entire area as specified in Section 157 and as outlined on the project plans. The stake-out survey(s) must be performed by a Professional Land Surveyor licensed in the State of New Jersey.

12:00

**SURVEYS**

12:02

**PART 2 - SURVEY REQUIREMENTS:**

All surveys must be performed under the direction and supervision of a Professional Land Surveyor licensed in the State of New Jersey experienced in conducting surveys of a similar nature, and by the accompaniment of a representative from the Bureau of Coastal Engineering.

All calibrations, settings and tide gauge readings shall be made with the accompaniment of a representative from the Bureau of Coastal Engineering. Upon completion of the survey, the recording chart shall be signed and dated by the Bureau's representative as well as the Contractor's representative.

1. All survey data shall be referenced to National Geodetic Survey monumentation. First order vertical and horizontal. PID # of all monuments used shall be provided (ex. AB1234). Tidal benchmarks used/referenced shall be listed by PID # also.
2. The contractor shall establish ground control.
3. The contractor shall be responsible for identifying the location of the channel in the field, including locating and staking of corners, turning points, etc.
4. All existing structures, roads, utilities, topography, vegetation, wetlands, piers, bulkheads, pilings, stone, etc., shall be clearly surveyed within the project limits.
5. All existing navigational markers shall be accurately surveyed and recorded.
6. Hydrographic cross-sectional surveys shall be taken at the starting and ending stations and regular intervals not to exceed 50-feet. The cross-sections shall extend a minimum of 50 feet beyond the limits of the channel section(s).
7. Topographic cross sectional surveys shall be taken at the starting and ending stations and regular intervals not to exceed 10-feet. The cross-sections shall extend a minimum of 100 feet beyond the limits of the project area to be surveyed.
8. All information supplied (data, work drawings, cross-sections) shall include all raw survey data/notes.

**12:00 SURVEYS**

**12:03 PART 3 - SURVEY MAP REQUIREMENTS:**

All data obtained from survey(s) shall be used to produce an accurate map which shall be submitted along with the original recording chart and all original ground control data notes.

**12:03.1 SURVEY MAPS:**

The maps generated from the obtained surveys shall include the following:

1. The original map shall be drawn on mylar using a high quality black drafting ink.
2. All verbage and numbering shall be either computer generated or leroyed.
3. Drawing scale shall be one (1) inch equals one hundred (100) feet for the channel alignment and so indicated on the drawing.
4. The drawing shall be twenty-four (24) inches by thirty-six (36) inches only. If additional sheets are required, match lines must be shown and sheets shall be consecutively numbered.
5. Each sheet shall contain a title block stating the following:
  - A. "(Type of Survey)", Name of Project and/or Channel Section(s), Municipality, County, State of New Jersey, Department of Environmental Protection, Office of Engineering and Construction, Bureau of Coastal Engineering.
  - B. Survey Date.
  - C. Scale one (1) inch equals one hundred (100) feet.
  - D. Project No.
  - E. Sheet number and total sheets.
6. The New Jersey State Plane coordinate system shall be used for the map grid system and clearly shown on the map and location plan.
7. Local tidal benchmark used for this project shall be listed by PID # and must be tied to NAVD88 (North American Vertical Datum of 1988) and shown on the generated maps.
8. All land elevations shall be in feet and tenths of feet and refer to NAVD88. All water depths shall be in local MEAN LOW WATER (MLW), unless otherwise specified, and shall be adjusted for tide. Adjustment between MLW and NAVD88 shall be noted.
9. All channel alignments and their name as well as the location of the tide gauge.
10. The name of all water bodies, municipality(s), roads, lots and blocks.



**12:00 SURVEYS**

**12:03 PART 3 - SURVEY MAP REQUIREMENTS:**

**12:03.1 SURVEY MAPS Con't:**

11. Mean high, mean low and spring high water lines.
12. Hydrographic surveys shall display contour lines at 1-foot increments unless otherwise specified in Section 157.
13. Topographic surveys shall display contour lines at 1-foot increments unless otherwise specified in Section 157.

**12:03.2 COMPUTER DATA FILES:**

In addition to the hard copy maps, computer data files of the submitted maps shall be provided on compact disks with the following requirements.

1. PREFERRED FORMAT: .DCD drawing format (DesignCAD 3D MAX).  
Each page of the drawing shall be in a separate file:  
Example PROJECT1.DCD PERMIT1.DCD  
PROJECT2.DCD PERMIT2.DCD  
etc. etc.
2. .DXF files or AutoCad 2000 .DWG files may be used as an alternative to DesignCAD 3D MAX.
3. IF ANY FORMAT OTHER THAN DesignCAD 3D MAX IS USED, CONSULTANT SHALL ENSURE COMPLETE AND TOTAL DRAWING EXCHANGE (fonts, line weight and type, proper location and orientation of all drawing details) BETWEEN CHOSEN FORMAT AND DesignCAD 3000, BEFORE SUBMISSION.
4. No X-REF in drawings or attached image files.
5. Layers: Maximum 3 layers (3 colors).
6. Font: One font only, standard block lettering.
7. No shading or solid fill areas.
8. Limited cross-hatching, only if absolutely necessary.
9. All plan views shall be in the State Plane Coordinate System NAD83, in feet and tenths of feet, with a north orientation to the top of drawing sheet. Graphic scale shall be included.
10. All land elevations shall be in feet and tenths of feet and refer to NAVD88. All water depths shall be in local MEAN LOW WATER (MLW), unless otherwise specified, and shall be adjusted for tide. Adjustment between MLW and NAVD88 shall be noted.

**12:00 SURVEYS**

**12:04 PART 4 - VOLUME ESTIMATES:**

Volume estimates shall be calculated and submitted by a Professional Engineer licensed in the State of New Jersey and shall accompany the appropriate survey.

All volume estimate calculations shall conform to the following:

1. All calculations and computations utilized shall be performed by a Professional Engineer licensed in the State of New Jersey and shall be signed and sealed.
2. Volume estimates shall be in cubic yards unless otherwise specified in Section 157.
3. The pre-dredge volume estimate of material to be removed from each section shall be based upon the pre-dredge hydrographic survey and the proposed dredge channel depths, widths, and sideslopes as indicated on the project plans.
4. The post-dredge estimate of actual material removed from each section shall be based upon the volume difference between the pre-dredge and post-dredge hydrographic surveys.
5. General volume estimates shall be based upon the volume difference between the pre-construction and as-built hydro/topographic surveys and as further specified in Section 157.

**12:00 SURVEYS**

**12:05 PART 5 - SUBMITTALS:**

**12:05.1 SURVEYS:**

The contractor shall submit to the Bureau of Coastal Engineering for approval an original mylar along with two (2) copies of each generated map accompanied by computer data files of all submitted maps.

All submitted maps shall bear the embossed seal of the Professional Land Surveyor licensed in the State of New Jersey responsible for conducting and preparing the surveys.

All original fathometer data, recording rolls, survey rolls, survey field data and ground control data, shall be submitted along with the maps. All submitted data, charts and maps shall become the property of the State of New Jersey, Bureau of Coastal Engineering. The contractor shall be given copies of all submitted data and generated maps if requested.

Should the survey data and/or generated maps be deficient, lacking information, illegible, or not in conformance with the standards outlined under this section, the Bureau reserves the right to order the contractor to re-perform the hydrographic survey and/or redraw the map(s). Should this be required, no additional monies will be paid to the contractor by the State. The additional cost shall be the sole responsibility of the contractor.

**12:05.2 VOLUME ESTIMATES:**

The contractor shall submit to the Bureau of Coastal Engineering for approval two (2) copies of each volume estimate performed. All volume estimates shall bear the embossed seal of the Professional Engineer licensed in the State of New Jersey responsible for preparing said estimate.

The engineer shall submit all data, calculations and computations utilized for estimating the volume of material. All submitted information is subject to review and approval by the Bureau of Coastal Engineering. All submitted calculations, data, charts and maps shall become the property of the State of New Jersey, Bureau of Coastal Engineering. The contractor shall be given copies of all submitted data and generated maps if requested.

Should the estimates, volume calculations and/or methods utilized be deficient, lacking information, illegible or not in conformance with the standards outlined under this section, the Bureau reserves the right to order the contractor to re-perform the survey, redraw the map(s) and/or re-calculate volume estimates. Should this be required, no additional monies will be paid to the contractor by the State. The additional cost shall be the sole responsibility of the contractor.

--END OF SECTION 12:00 --

**24:00 STRUCTURES MONITORING**

**24:01 PART 1 - GENERAL:**

**24:01.1 SCOPE OF WORK:**

The work covered under this section consists of furnishing all labor, materials, plant and equipment, and performing all operations required to monitor structures for potential effects of contract work.

**24:01.2 QUALIFICATIONS:**

The person responsible for developing and implementing the structures monitoring program shall be a Professional Engineer licensed in the State of New Jersey with a minimum of 5-years of experience in seismic monitoring of the same type and scope to this monitoring work. All submittals required under Section 24:00 shall be prepared by, signed by, and bear the seal of the aforementioned Engineer.

**24:01.3 SUBMITTALS:**

**24:01.3a Submittals (Pre-Construction):**

All pre-construction submittals shall be submitted to the Bureau for approval at least 20 days prior to mobilization to the contract work site with the exception of (5.) list below.

1. Qualifications: The qualifications of the Professional Engineer licensed in the State of New Jersey, including a copy of their license, proposed to develop and conduct the structures monitoring shall be submitted.
2. Letter to Owner: The proposed letter to the owners of the monitored structures shall be submitted for approval by the Project Manager. See Section 24:03.2 for further details.
3. Plan for Pre and Post Construction Surveys: The contractor shall submit, for approval, the proposed plan for conducting pre and post construction surveys. Included in the plan shall be the locations and owners of the structures to be surveyed and the methods used for surveying in order to ensure compliance with the pre and post construction survey requirements below. The plan shall include the staged pre-construction inspections of structures due volume of structures to be investigate. The contractor shall coordinate with the structure monitoring firm to ensure that all oceanfront structures within 250' of the contractor's proposed sheeting worksite (as multiple simultaneous worksites may be necessary to complete all sheeting within the contract time as stated in Section 1:08. The plan shall also include the staging of pre-construction surveys as the work commences along the entire approximately four mile worksite.

**24:00 STRUCTURES MONITORING**

**24:01 PART 1 - GENERAL:**

**24:01.3 SUBMITTALS:**

**24:01.3a Submittals (Pre-Construction) Con't:**

4. Structures Monitoring Plan: The contractor shall submit, for approval, a structures monitoring plan describing all personnel, materials, equipment and methods to be employed to monitor the effects of contract operations on existing structures. The plan shall include the qualifications of the personnel developing the monitoring plan and conducting the monitoring, the frequency of monitoring during each phase of construction, the maximum allowable vibration level, and a contingency plan if that vibration level is approached, including a list of recommended actions to be implemented by the Contractor to reduce vibrations to within acceptable limits.
5. Pre-Construction Survey: Once item the Pre-construction Survey Plan has been approved by the Project Manager, the Contractor shall conduct a thorough pre-construction survey of the interior and exterior of all the structures within the monitoring limits, including the foundations of same.

The surveys shall include, but not be limited to, taking digital photographs and video of all exterior faces of the structures, recording the type of structures and their construction, recording overall interior and exterior conditions, recording specific interior and exterior distress areas (with close-up photos), including, but not limited to, measuring and recording the location, width and length of existing interior and exterior cracks, details of any other pre-existing damage, and any and all additional information as required.

Completed staged pre-construction surveys for the contractor's actual worksites shall be submitted to Bureau at least 10 days prior to the commencement of work at that location (including structures within 250' up and downbeach of the worksite).

**24:01.3b Submittals (During Construction):**

The Contractor shall submit, for approval, monitoring reports. Reports of the monitoring shall be submitted electronically within five (5) business days following the actual monitoring, and include details of where and when the monitoring was performed, the frequency and peak particle velocities of vibrations, the limiting criteria, and any other pertinent information.

**24:00 STRUCTURES MONITORING**

**24:01 PART 1 - GENERAL:**

24:01.3c Submittals (Post-Construction):

Post-Construction Survey: Within 30 days of demobilization by the Contractor, the Contractor shall conduct a thorough post-construction survey of the interior and exterior of all the structures within the monitoring limits, including the foundations of same. The surveys shall include, but not be limited to, taking digital photographs and video of all exterior faces of the structures, recording the type of structures and their construction, recording overall interior and exterior conditions, recording specific interior and exterior distress areas (with close-up photos), including, but not limited to, measuring and recording the location, width and length of existing interior and exterior cracks, documenting details of any changes to pre-existing damage or new damage, if any, and any and all additional information as required.

24:01.4 MEASUREMENT AND PAYMENT:

Payment shall be made on a lump sum basis for all costs associated with the work to be performed under this section and shall be paid for under Item No. 27 - Structure Monitoring.

**24:02 PART 2 - PRODUCTS:**

n/a

**24:03 PART 3 - EXECUTION:**

24:03.1 OBJECTIVE:

The objective of this Section is to predict and prevent any damage to existing structures resulting from the operations of this contract. Any damage to structures resulting from the Contractors operations shall be the responsibility of the Contractor.

24:03.2 COORDINATION:

After approval of the monitoring plan by the Bureau, and before work begins at the site, the Contractor shall draft a letter to the owners of the all structures within the monitoring limits to inform them of the methods of construction to be used for this contract, the hours of operation, and the content of the monitoring plan. In addition, the Contractor shall explain to the owners that people may "experience" vibrations at levels much lower than vibration levels that would damage structures.

Upon approval of this letter by the Government, the Contractor shall disseminate the letter.

The Contractor may also be required to attend a public meeting, which will be coordinated, planned, and conducted by the Bureau.

**24:00 STRUCTURES MONITORING**

**24:03 PART 3 - EXECUTION:**

**24:03.3 DESCRIPTION OF STRUCTURES:**

All of the first line of structures landward of the construction along the oceanfront shall be monitored as well as the first structure immediately adjacent to the northern and southern limits of the project. The types of structures to be monitored include residential homes, businesses and attached decks. In addition, any in-ground pools, within the monitoring limits, shall also be monitored. Sheds and detached garages shall not be included in the structures monitoring. Any structure that has a demolition permit on file with the Borough of Mantoloking or the Township of Brick does not have to be monitored or photographed for pre and post construction conditions.

**24:03.4 MAXIMUM ACCEPTABLE VIBRATION LEVELS:**

The maximum acceptable vibration level shall be determined by the Structures Monitoring Engineer and shall be based upon the Report of Investigation RI - 8507 entitled "Structure Response and Damage Produced by Ground Vibrations from Surface Mine Blasting," published by the United States Bureau of Mines, latest edition.

**24:03.5 MONITORING:**

Monitoring shall include the daily use of a seismograph at representative structures located within the limits outlined in Section 24:03.3 throughout the Contractor's entire construction operation, including mobilization and demobilization. Monitoring shall begin when driving operations come within 500' of a structure and may be discontinued when the actual pile driving operations exceeds a distance of 500' from the structure being monitored.

The seismographs shall be placed at locations on or at the base of the beachfront structures to obtain the highest peak particle velocities. Representative structures shall be defined as one of each foundation type (pile foundation, masonry, concrete, slab on grade). Not less than three structures within the monitoring limits outlined in Section 24:03.3 shall be monitored.

If the maximum acceptable vibration level threshold is approached, the engineer shall immediately notify the Project Manager and direct the Contractor to immediately begin implementation of contingency measures to reduce vibrations to within acceptable means.

**24:03.6 EXCEEDING ACCEPTABLE VIBRATION LEVELS:**

If the maximum acceptable vibration level threshold is exceeded, the following actions shall be undertaken:

1. The Contractor shall immediately cease any activity that results in peak particle velocities greater than the maximum acceptable vibration level.

**24:00 STRUCTURES MONITORING**

**24:03 PART 3 - EXECUTION:**

**24:03.6 EXCEEDING ACCEPTABLE VIBRATION LEVELS Con't:**

2. The Structures Monitoring Engineer shall immediately report to the project site to oversee continuous monitoring. The Structures Monitoring Engineer shall review the contingency plan included in the Structures Monitoring Plan and make any necessary revisions, adjustments and/or recommendations based upon current construction activities and site conditions. Based upon the revised latest contingency plan, the Structures Monitoring Engineer shall prepared a prioritized list (based on ease of implementation and impact on construction activities) of successive actions to be implemented by the Contractor to reduce vibrations to within acceptable limits. The Structures Monitoring Engineer shall remain onsite, on a continual basis, during the Contractor's normal work hours until he/she determines that vibration levels have been reduced to within acceptable limits
3. The Contractor shall immediately begin implementation of the measures recommended by the Structures Monitoring Engineer as outlined above. Successive contingency measures shall be undertaken by the Contractor until the Structures Monitoring Engineer determines that vibration levels have been reduced to within acceptable limits. Any and all such measures required to reduce vibration levels must be undertaken by the Contractor at no cost to the State of New Jersey.
4. Should any construction activity impact a structure, as reported by a property owner or as determined by the Structures Monitoring Engineer, the aforementioned engineer will re-inspect the structure(s) and report the findings, including digital images, to the Contract Manager via compact disk no later than one day following the re-inspection.

--END OF SECTION 24:00--



faxed - 1/7/2009



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Use Regulation  
P.O. Box 439, Trenton, NJ 08625-0439  
Fax # (609) 777-3636  
www.state.nj.us/dep/lanuse

REC'D MAY 2 2009

ION S. CORZINE  
Governor

MARK N. MAURIELLO  
Acting Commissioner

MAY 14 2009

Scott Pezarras  
Township of Brick  
401 Chambers Bridge Road  
Brick, New Jersey 08723

RE: Authorization for Coastal General Permit.  
DLUR File No.: 1506-08-0117.1 (CAF 080001)  
TOWNSHIP OF BRICK  
Brick Beach I: Block 42.05, Lot 1  
Brick Beach II: Block 42.01, Lot 1  
Brick Beach III: Block 37, Lot 10  
Township of Brick, Ocean County

Dear Mr. Pezarras:

The Division of Land Use Regulation has reviewed the referenced application for a General Permit authorization pursuant to the requirements of the Coastal Permit Program Rules at N.J.A.C. 7:7-7 and in accordance with the Coastal Area Facility Review Act (N.J.S.A. 13:19 et seq.) and/or the Waterfront Development Law (N.J.S.A. 12:5-3).

This permit authorizes beach and dune maintenance activities conducted in accordance with Best Management Practices as found in the Rules on Coastal Zone Management at N.J.A.C. 7:7E-3A. These activities are to be conducted under the supervision of Dave Francese, Director of Parks and Recreation, who is available by phone at (732) 262-2930.

This permit authorizes beach and dune maintenance activities only, and does NOT authorize the replacement of any street-end bulkheads.

The approved maintenance area is for Brick Beach I, II and III, specifically as shown on three (3) sheets, entitled "PERMIT PLAN BEACH AND DUNE MAINTENANCE ACTIVITIES BRICK BEACH I", Sheet 1 of 3, "PERMIT PLAN BEACH AND DUNE MAINTENANCE ACTIVITIES BRICK BEACH II", Sheet 2 of 3, and "PERMIT PLAN BEACH AND DUNE MAINTENANCE ACTIVITIES BRICK BEACH III", Sheet 3 of 3. All sheets are dated June 23, 2008, and prepared by Birdsall Engineering, Inc.

By this permit, the State of New Jersey does not relinquish tidelands ownership or claim to any portion of the subject property or adjacent properties.

**Project Specific Conditions**

In addition to the conditions noted at N.J.A.C. 7:7-1.5, the activities allowed by this authorization shall comply with the following conditions. Failure to comply with these conditions shall constitute a violation of the Coastal Area Facility Review Act (N.J.S.A. 13:19-1 et seq.) and/or the Waterfront Development Law (N.J.S.A. 12:5-3).

1. This permit does not authorize the repair or reconstruction of street end seawalls and/ or bulkheads.
2. It should be noted that the following area is a Seabeach amaranth protective zone, and any beach maintenance activities must be conducted in accordance with the attached March 29, 2009 United States Fish and Wildlife correspondence. The protective zone is defined as follows: 75 feet north and 330 feet south of Farber Lane.
3. If Brick Township determines it is necessary to charge a beach use fee, the public beach fee income, as at municipal beaches statewide, may not exceed that portion of direct beach maintenance and operation costs attributable to public usage.
4. Brick Township can not limit vertical or horizontal public access to its dry sand beach area nor interfere with the public's right to free use of the dry sand for intermittent recreational purposes connected with the ocean and wet sand. Brick Township must provide customary lifeguard services for members of the public who use the ocean areas up to the high water mark, regardless of whether they are just passing through or remaining on the beach area of its property.

The Division reserves the right to reassess Brick Township's beach access fee at a later date, and the Township must make associated financial records available upon Division request.

5. The proposed activities MUST be conducted in accordance with Best Management Practices as defined by the Department in the Rules on Coastal Zone Management, N.J.A.C. 7:7E-3A (copy enclosed). Activities other than those outlined in this Subchapter (3A) shall require additional authorization from the Program. Failure to receive such additional authorization prior to activities may warrant enforcement action by the Bureau of Coastal and Land Use Enforcement.
6. Sand transfers to or from wetland areas that may exist on a beach are NOT authorized by this permit.
7. Records of all sand transfer activities shall be maintained by the Township, and shall be available for inspection by the Department, upon request. These records shall include, but not be limited to, dates of transfer, borrow area limits, fill area limits, estimates of amount of sand transferred, the name of the person supervising the transfer activities, and the engineering certification required (if appropriate) for all sand transfer activities.
8. Dune vegetation must be native and planted as necessary to establish vegetative cover in accordance with the specifications contained in Guidelines and Recommendations for

Coastal Dune Restoration and Creation Projects (DEP, 1985) and/or Restoration of Sand Dunes along the Mid-Atlantic Coast (U.S. Soil Conservation Service, 1992). These documents are available upon request from the Department's Division of Land Use Regulation, PO Box 439, Trenton, New Jersey 08625-0439, (609) 292-0060.

9. Any construction of timber dune walkovers shall be in accordance with the standards and specifications described in Beach Dune Walkover Structures (Florida Sea Grant, 1981).
10. Bulldozing, excavation, grading, vegetation removal or clearing and relocation of existing dunes whether existing or constructed in conjunction with this permit are **NOT** authorized under this general permit.
11. Any seasonal/temporary structures (i.e., rollout boardwalks, shower platforms, storage boxes) located on the beach may only remain in place during the period from May 1 through October 31, and provided that the placement of such structures does not involve the excavation, grading or filling of a beach or dune.

#### Standard Permit Conditions

The following standard conditions shall apply to all General Coastal Permits:

1. **Acceptance of permit:** If you begin any activity approved by this permit, you thereby accept this document in its entirety, and the responsibility to comply with the terms and conditions. If you do not accept or agree with this document in its entirety, do not begin construction.
2. This permit, including all conditions listed herein, shall be recorded in the office of the County Clerk (the Registrar of Deeds and Mortgages if applicable) in the county or counties wherein the lands included in the permit are located within ten (10) days after receipt of the permit by the applicant. A copy of the recorded permit shall be forwarded to the Land Use Regulation Program immediately thereafter.
3. The permittee shall notify, in writing, the NJDEP, Bureau of Coastal and Land Use Enforcement at 1510 Hooper Avenue, Toms River, NJ 08753, three working days prior to the commencement of construction on the site or site preparation.
4. The issuance of this permit shall in no way expose the Department to liability for the sufficiency or correctness of the design of any construction or structures. Neither the State nor the Department shall be liable for any loss of life or property which may occur by virtue of the activity or development resulting from any permit.
5. The permittee shall allow the authorized representatives of the Department free access to the site at all time when construction activity is taking place, and at other times upon notice to the permittee.
6. The activities shown by plans and/or other engineering data, which are this day approved, shall be constructed and/or executed in conformity with such plans and/or engineering data and conditions herein. No change in plans or specifications upon which this permit is

issued shall be made except with the prior written permission of the Department, in accordance with N.J.A.C. 7:7-4.10.

7. A copy of this permit and approved plans shall be kept at the construction site and shall be exhibited upon request to any person.
8. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit. The Department may, upon discovery of such anticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit, pursuant to N.J.A.C. 7:7-4.11.
8. This permit does not waive the obtaining of any local, State or Federal permits which may be required. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.
9. All fill and other earth work on the lands encompassed within this permit authorization shall be stabilized in accordance with "Standards for Soil Erosion and Sediment Control in New Jersey," (obtainable from local Soil Conservation District Offices) promulgated by the New Jersey State Soil Conservation Committee, pursuant to the soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et. seq. and N.J.A.C. 2:90-1.3 through 1.14. These standards are hereby incorporated by reference.
10. In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days after notice of the decision is published in the DEP Bulletin by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, 401 East State Street, PO Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist. If a person submits the hearing request after this time, the Department shall deny the request. The DEP bulletin and checklist are available through the Department's website at [www.state.nj.us/dep](http://www.state.nj.us/dep).

#### Duration of Authorization/Notification of Work

This authorization for a General Permit is valid for a term not to exceed five years from the date of receipt from the Department. If the term of this authorization exceeds the expiration date of the general permit issued by rule, and the permit upon which the authorization is based is modified by rule to include more stringent standards or conditions, the permittee must comply with the requirements of the new regulations by applying for a new General Permit authorization unless construction is already underway. If this General permit is not reissued, the permittee must apply for an individual CAFRA permit unless construction pursuant to the prior General Permit is underway. The expiration date of the General Permits issued by rule is March 21, 2015.

In order to promote inter-governmental cooperation in management of our natural resources, a copy of this decision shall be shared with appropriate local and federal agencies.

If you have any questions regarding this General Permit authorization, please contact Colleen Keller of our staff at (609) 777-0454. Please reference the permit number in any future communication concerning this action.

Sincerely,



Christopher M. Dolphin  
Section Chief, Coastal Region  
Division of Land Use Regulation

- c. NJDEP, Bureau of Coastal and Land Use Enforcement, Toms River (w/plan)  
US Army Corps of Engineers, Philadelphia District  
Brick Township Municipal Clerk



State of New Jersey

Department of Environmental Protection

Land Use Regulation Program
P.O. Box 439, Trenton, NJ 08625-0439
Fax # (609) 292-8115
Fax # (609) 777-3656
www.state.nj.us/landuse



INSTR # 2006055470
OR BK 13102 PG 1321
RECORDED 03/28/2006 11:58:40 AM
CARL W. BLOCK, COUNTY CLERK
OCEAN COUNTY, NEW JERSEY

Richard J. Codey
Acting Governor

Bradley M. Campbell
Commissioner

Robert Mainberger, PE, CME
Hatch Mott MacDonald
100 Willowbrook Road
Freehold, New Jersey 07728

DEC 08 2005

Handwritten signature/initials

RE: Authorization for Coastal General Permit
LURP File No.: # 1519-05-001.1 (CAF 050001)
BOROUGH OF MANTOLOKING
Block(s): Various; Lot(s): Various
Borough of Mantoloking, Ocean County

Dear Mr. Mainberger:

The Land Use Regulation Program has reviewed the referenced application for a General Permit authorization pursuant to the requirements of the Coastal Permit Program Rules at N.J.A.C. 7:7-7 and in accordance with the Coastal Area Facility Review Act (N.J.S.A. 13:19 et seq.) and/or the Waterfront Development Law (N.J.S.A. 12:5-3).

This permit authorizes beach and dune maintenance activities conducted in accordance with Best Management Practices as found in the Rules on Coastal Zone Management at N.J.A.C. 7:7E-3A. These activities are to be conducted under the supervision of the Borough Superintendent, William Heckman, who is available by phone at (732) 899-0809, or by cell phone at (732) 309-8321.

This permit authorizes beach and dune maintenance activities only, and does NOT authorize the replacement of any street-end bulkheads.

The approved maintenance area is the beach within the municipal boundaries, specifically as shown on the site plan, entitled "BOROUGH OF MANTOLOKING OCEAN COUNTY, NEW JERSEY BEACH AND DUNE MAINTENANCE ACTIVITIES SITE PLAN COASTAL GENERAL PERMIT RENEAL PLAN".

By this permit, the State of New Jersey does not relinquish tidelands ownership or claim to any portion of the subject property or adjacent properties.

Project Specific Condition

In addition to the conditions noted at N.J.A.C. 7:7-1.5, the activities allowed by this

authorization shall comply with the following conditions. Failure to comply with these conditions shall constitute a violation of the Coastal Area Facility Review Act (N.J.S.A. 13:19-1 et seq.) and/or the Waterfront Development Law (N.J.S.A. 12:5-3).

1. **Beach maintenance activities must be conducted in accordance with the provisions of the Memorandum of Understanding between the Borough and the United States Fish & Wildlife Service, which was approved August 9, 2004.**
2. This permit does not authorize the repair or reconstruction of street end seawalls and/ or bulkheads.
3. If the Borough determines it is necessary to charge a beach use fee, the public beach fee income, as at municipal beaches statewide, may not exceed that portion of direct beach maintenance and operation costs attributable to public usage.
4. The Borough of Mantoloking can not limit vertical or horizontal public access to its dry sand beach area nor interfere with the public's right to free use of the dry sand for intermittent recreational purposes connected with the ocean and wet sand. The Borough of Mantoloking must provide customary lifeguard services for members of the public who use the ocean areas up to the high water mark, regardless of whether they are just passing through or remaining on the beach area of its property.  
  
The Program reserves the right to reassess the Borough's beach access fee at a later date, and the Borough of Mantoloking must make associated financial records available upon Program request.
5. The proposed activities **MUST** be conducted in accordance with Best Management Practices as defined by the Department in the Rules on Coastal Zone Management, N.J.A.C. 7:7E-3A (copy enclosed). Activities other than those outlined in this Subchapter (3A) shall require additional authorization from the Program. Failure to receive such additional authorization prior to activities may warrant enforcement action by the Bureau of Coastal and Land Use Enforcement.
6. Sand transfers to or from wetland areas that may exist on a beach are **NOT** authorized by this permit.
7. Records of all sand transfer activities shall be maintained by the borough, and shall be available for inspection by the Department, upon request. These records shall include, but not be limited to, dates of transfer, borrow area limits, fill area limits, estimates of amount of sand transferred, the name of the person supervising the transfer activities, and the engineering certification required (if appropriate) for all sand transfer activities.
8. Bulldozing, excavation, grading, vegetation removal or clearing and relocation of existing dunes whether existing or constructed in conjunction with this permit are **NOT** authorized under this general permit.
9. If at some future date, the Borough vacates any or all street-ends, the Borough must provide for the maintenance of public access to the beach within the vacation documents.

Copies of the vacation documents must be provided to the Program for review and approval prior to enactment.

10. Where currently provided, the Borough of Mantoloking must continue to provide handicapped accessible public access to the beach.

### Standard Permit Conditions

The following standard conditions shall apply to all General Coastal Permits:

1. This permit is NOT VALID until the permit acceptance form has been signed by the applicant, accepting and agreeing to adhere to all permit conditions, and returned to the appropriate regional office within the Land Use Regulation Program.
2. This permit, including all conditions listed herein, shall be recorded in the office of the County Clerk (the Registrar of Deeds and Mortgages if applicable) in the county or counties wherein the lands included in the permit are located within ten (10) days after receipt of the permit by the applicant. A copy of the recorded permit shall be forwarded to the Land Use Regulation Program immediately thereafter.
3. The permittee shall notify, in writing, the NJDEP, Bureau of Coastal and Land Use Enforcement at 1510 Hooper Avenue, Toms River, NJ 08753, three working days prior to the commencement of construction on the site or site preparation.
4. The issuance of this permit shall in no way expose the Department to liability for the sufficiency or correctness of the design of any construction or structures. Neither the State nor the Department shall be liable for any loss of life or property which may occur by virtue of the activity or development resulting from any permit.
5. The permittee shall allow the authorized representatives of the Department ~~free access to~~ the site at all time when construction activity is taking place, and at other times upon notice to the permittee.
6. The activities shown by plans and/or other engineering data, which are this day approved, shall be constructed and/or executed in conformity with such plans and/or engineering data and conditions herein. No change in plans or specifications upon which this permit is issued shall be made except with the prior written permission of the Department, in accordance with N.J.A.C. 7:7-4.10.
7. A copy of this permit and approved plans shall be kept at the construction site and shall be exhibited upon request to any person.
8. The permittee shall immediately inform the Department of any unanticipated adverse effects on the environment not described in the application or in the conditions of this permit. The Department may, upon discovery of such anticipated adverse effects, and upon the failure of the permittee to submit a report thereon, notify the permittee of its intent to suspend the permit, pursuant to N.J.A.C. 7:7-4.11.



9. This permit does not waive the obtaining of any local, State or Federal permits which may be required. This permit is not valid and no work shall be undertaken until such time as all other required approvals and permits have been obtained.
10. All fill and other earth work on the lands encompassed within this permit authorization shall be stabilized in accordance with "Standards for Soil Erosion and Sediment Control in New Jersey," (obtainable from local Soil Conservation District Offices) promulgated by the New Jersey State Soil Conservation Committee, pursuant to the soil Erosion and Sediment Control Act of 1975, N.J.S.A. 4:24-42 et. seq. and N.J.A.C. 2:90-1.3 through 1.14. These standards are hereby incorporated by reference.

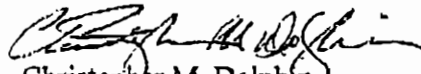
**Duration of Authorization/Notification of Work**

This authorization for a General Permit is valid for a term not to exceed five years from the date of receipt from the Department. If the term of this authorization exceeds the expiration date of the general permit issued by rule, and the permit upon which the authorization is based is modified by rule to include more stringent standards or conditions, the permittee must comply with the requirements of the new regulations by applying for a new General Permit authorization unless construction is already underway. If this General permit is not reissued, the permittee must apply for an individual CAFRA permit unless construction pursuant to the prior General Permit is underway. The expiration date of the General Permits issued by rule is March 20, 2006.

In order to promote inter-governmental cooperation in management of our natural resources, a copy of this decision shall be shared with appropriate local and federal agencies.

If you have any questions regarding this General Permit authorization, please contact Colleen Keller of our staff at (609) 984-0288. Please reference the permit number in any future communication concerning this action.

Sincerely,



Christopher M. Dolphin  
Supervisor, Coastal Region  
Land Use Regulation Program

- c. NJDEP, Bureau of Coastal and Land Use Enforcement, Toms River (w/plan)  
Wendy Walsh, USFWS, 927 North Main Street, Bldg D, Pleasantville, NJ 08232  
US Army Corps of Engineers, New York District



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Land Use Regulation

Mail Code 501-02A

P.O. Box 420

Trenton, New Jersey 08625-0420

[www.state.nj.us/dep/landuse](http://www.state.nj.us/dep/landuse)

CHRIS CHRISTIE

*Governor*

KIM GUADAGNO

*Lt. Governor*

BOB MARTIN

*Commissioner*

### EMERGENCY PERMIT AUTHORIZATION

**DLUR File No: 1500-13-0006.1 (CAF 130001)**

**Issuance Date: November 6, 2013**

**Project: Steel Sheet Pile Revetment Dune Restoration Project**

**Location: See Attached Property List of Block and Lots located between Route 35  
Mileposts 7.24 and 11.2, Boroughs of Mantoloking and Brick, Ocean County**

Pursuant to N.J.A.C. 7:7-1.7, Emergency Permit Authorization, you are hereby authorized to: Construct a steel sheet pile revetment wall, a rock revetment cut-off wall and a dune covering the revetment at the properties listed in this authorization. The final height of the steel sheet pile revetment shall be no greater than elevation of +16 NAVD88.

The proposed project is shown on the site plans entitled:

*"STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING STEEL SHEET PILE DUNE RESTORATION PROJECT BOROUGH OF MANTOLOKING, TOWNSHIP OF BRICK PLAN AND PROFILE", Sheets 4 - 17 of 36, and prepared by Robert C. Mainberger, Hatch Mott MacDonald.*

*"STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING STEEL SHEET PILE DUNE RESTORATION PROJECT BOROUGH OF MANTOLOKING, TOWNSHIP OF BRICK SECTIONS", Sheets 18 - 35 of 36, and prepared by Robert C. Mainberger, Hatch Mott MacDonald.*

*"STATE OF NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION OFFICE OF ENGINEERING & CONSTRUCTION BUREAU OF COASTAL ENGINEERING STEEL SHEET PILE DUNE RESTORATION PROJECT BOROUGH OF MANTOLOKING, TOWNSHIP OF BRICK CONSTRUCTION DETAILS", Sheet 36 of 36, and prepared by Robert C. Mainberger, Hatch Mott MacDonald.*

The following special conditions apply to this authorization:

1. No site preparation or construction is authorized on any individual property until documentation has been forwarded to the Division to demonstrate that the permittee has

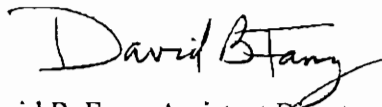
legal authority to implement the project. This documentation may include proof of a recorded easement with the County Clerks office, legal demonstration of right of access or other acceptable authorization as deemed by the Division.

2. This authorization does not allow any grading, excavation or filling of any beach areas waterward of the mean high water line. Regulated activities in these areas are subject to the approval of the Army Corps of Engineers and are also regulated by the Department pursuant to the Waterfront Development Law.
3. The source of any sand utilized for the initial dune construction shall be from an upland source. Under no circumstances shall the existing beach berm be utilized as a source of sand for the dune construction. Upon completion of the project, any subsequent dune restoration will require a beach and dune maintenance permit from the Division. The grain size and type of material used in any dune cover/restoration shall be the same grain size of the existing beach material.
4. The section of the project located within the Borough of Mantoloking must be conducted in accordance with the Best Management Practices/Memorandum of Understanding between the Borough and the United States Fish and Wildlife Service, dated August 2004.
5. Any activities such as bulldozing, excavating, grading, vegetation removal or clearing and relocation of dunes, whether existing or constructed in conjunction with this permit, are not authorized after the permitted project is complete.
6. The applicant shall immediately inform the Division of any unanticipated adverse effects on the environment not described in the conditions of this authorization. The Department may, upon discovery of such anticipated adverse effects, and upon the failure of the applicant to submit a report thereon, notify the applicant of its intent to suspend this authorization.

**PLEASE NOTE:** An application for a CAFRA Individual Permit is **required** to be submitted for formal permit authorization of this Emergency Permit Authorization.

If you have any questions regarding this authorization, please contact Colleen Keller of our staff at (609) 633-2289.

Sincerely,



David B. Fanz, Assistant Director  
Division of Land Use Regulation



P.O. Box 427 • Mays Landing, NJ 08330-2203 • (609) 625-1882 • FAX (609) 625-4308 • Email: Craigttest.att.net

## FIELD TEST BORING LOG

CLIENT **Hatch Mott MacDonald**

DATE **08-28-2013**

PROJECT **Borough of Mantoloking & Township of Brick New Jersey**

LAB NO. **130218 / 328029**

Boring No. **8-1**

Sheet **1 of 2**

Ground Surface Elev. \_\_\_\_\_

Ground Water Data				* - Method of Advancing Boring		Depth	
Depth	Hour	Date	Hrs. After Completion	A	B	0	to 52'
5'		08-28-2013	0			0	to
						0	to
						0	to

DEPTH	*	Sample			Soil Classification	Remarks
		No.	Depth	N		
0		S-1	0'-2'	1-1-2-2	Poorly graded SAND (SP) / tn & or, moist, very loose	
		S-2	2'-4'	2-2-4-5	Well graded SAND (SW) / tn & or bn, moist, loose	
5		S-3	4'-6'	6-8-10-10	SAME / wet, medium dense	
		S-4	6'-8'	8-8-8-8	SAME	tr shell tr gravel
10		S-5	8'-10'	8-8-3-3	Poorly graded SAND w/inclusions of organic sandy silt ( SP-OL) / tn & bn, loose, wet	tr to some organics
		S-6	10'-12'	2-3-3-5	Poorly graded SAND w/silt (SP-SM) / gy-bn & bn, wet, loose	tr organics
15		S-7	15'-17'	4-4-5-5	Poorly graded SAND (SP) / gy, wet, loose	
20		S-8	20'-22'	5-21-22-21	Poorly graded SAND w/silt (SP-SM) / gy & bn, wet, dense	tr gravel
25	A	S-9	25'-27'	7-12-16-15	Well graded SAND (SW) / gy-bn, wet, medium dense	tr silt tr gravel
30		S-10	30'-32'	4-4-6-11	Lean CLAY (CL) / gy, wet, stiff	29'6" silt inclusions

S - 2" O.D. Split Spoon Sample    
  U - Undisturbed Sample, 3" Diameter    
  - Core Drilling    
  - No Recovery

N - Standard Penetration Resistance per 6" (140# Hammer, 30" drop)

Driller Tom Ward

# CRAIG TEST BORING CO., INC.

## FIELD TEST BORING LOG

Boring No. B-1

Sheet 2 of 2

DEPTH	Sample			Soil-Classification	Remarks
	No.	Depth	N		
35	S-11	35'-37'	3-5-7-8	SAME	silt inclusions
40	S-12	40'-42'	4-5-8-8	SAME	silt inclusions
45	S-13	45'-47'	6-5-9-10	SAME	Silt inclusions
50	S-14	50'-52'	5-8-10-12	SAME / very stiff	silt inclusions
				Test Boring Complete @ 52'	
55					
60					
65					
70					
75					

S - 2" O.D. Split Spoon Sample    
  U - Undisturbed Sample, 3" Diameter    
  - Core Drilling    
  - No Recovery  
 N - Standard Penetration Resistance per 6"  
 (140# Hammer, 30" drop)

Driller Tom Ward



P.O. Box 427 • Maye Landing, NJ 08330-2203 • (609) 625-4862 • FAX (609) 625-4308 • Email: Craigtest.att.net

## FIELD TEST BORING LOG

**CLIENT** Hatch Mott MacDonald

**DATE** 08-28-2013

**PROJECT** Borough of Mantoloking & Township of Brick New Jersey

**LAB NO.** 130218 / 328029

**Boring No.** B-2

**Sheet** 1 of 2

**Ground Surface Elev.**

Ground Water Data				* - Method of Advancing Boring		Depth	
Depth	Hour	Date	Hrs. After Completion	A	B	0	to 52'
		08-28-2013	0				
DEPTH	*	Sample			Soil Classification	Remarks	
		No.	Depth	N			
0		S-1	0'-2'	1-1-3-4	Poorly graded SAND (SP) / tn & bn, moist, very loose		
		S-2	2'-4'	5-6-10-11	Well graded SAND (SW) / tn & bn, moist, medium dense		
5		S-3	4'-6'	7-8-10-11	SAME / tn & or-bn, wet, medium dense		
		S-4	6'-8'	11-14-14-15	Well graded SAND w/gravel (SW-GW) / tn-gy, wet, medium dense		
		S-5	8'-10'	11-14-14-18	SAME		
10		S-8	10'-12'	17-16-17-18	SAME		
15		S-7	15'-17'	5-8-13-15	Poorly graded SAND (SP) / tn- bn & gy-bn, wet, medium dense	tr gravel	
20		S-8	20'-22'	5-8-10-11	SAME / gy & or-bn	tr gravel	
25	A	S-9	25'-27'	4-2-7-10	Poorly graded SAND w/silt & gravel (SP-SM) / tn-bn & gy, wet, loose	tr to some gravel	
30		S-10	30'-32'	5-4-10-10	SILT (ML) / gy, wet, stiff	29'8" little to no plasticity	

S - 2" O.D. Split Spoon Sample    
  U - Undisturbed Sample, 3" Diameter    
  - Core Drilling    
  - No Recovery

N - Standard Penetration Resistance per 6" (140# Hammer, 30" drop)

Driller Tom Ward

# CRAIG TEST BORING CO., INC.

## FIELD TEST BORING LOG

Boring No. B-2

Sheet 2 of 2

DEPTH	Sample			Soil Classification	Remarks
	No.	Depth	N		
35	S-11	35'-37'	7-8-11-11	Lean CLAY (CL) / gy, wet, very stiff	silt inclusions
40	S-12	40'-42'	12-12-12-10	Sandy CLAY (CL) / gy, wet, very stiff	tr mica silt inclusions
45	S-13	45'-47'	10-12-15-14	SAME	tr gravel tr mica
50	S-14	50'-52'	10-12-15-14	SAME	tr mica
55				Test Boring Complete @ 52'	
60					
65					
70					
75					

S - 2" O.D. Split Spoon Sample    
  U - Undisturbed Sample, 3" Diameter    
  - Core Drilling    
  - No Recovery  
 N - Standard Penetration Resistance per 6"  
 (140# Hammer, 30" drop)

Driller Tom Ward



P.O. Box 427 • Mays Landing, NJ 08330-2203 • (809) 825-4862 • FAX (809) 825-4308 • Email: Craigtest@aol.net

## FIELD TEST BORING LOG

**CLIENT** Hatch Mott MacDonald

**DATE** 08-27-2013

**PROJECT** Borough of Mantoloking & Township of Brick New Jersey

**LAB NO.** 130218 / 328029

**Boring No.** B-3

**Sheet** 1 of 2

**Ground Surface Elev.**

Ground Water Data				* - Method of Advancing Boring		Depth			
Depth	Hour	Date	Hrs. After Completion	A	Mud Rotary	0	to 52'		
		08-27-2013	0	B			to		
				C			to		
				D			to		
DEPTH	*	Sample			Soil Classification	Remarks	Depth		
		No.	Depth	N					
0  5  10  15  20  25  30	A	S-1	0'-2'	1-1-2-3	Poorly graded SAND (SP) / tn, moist, very loose	bn clay inclusions			
		S-2	2'-4'	5-7-8-11	SAME / tn & lt bn, medium dense				
		S-3	4'-6'	8-11-19-23	SAME				
		S-4	6'-8'	16-16-16-16	SAME / dense		inclusions of or-bn silty sand (SW)		
		S-5	8'-10'	16-16-19-21	SAME / dense		bn SM inclusions		
		S-6	10'-12'	1-2-2-1	Sandy organic CLAY (OH) / gy-bn, moist, soft			10'	
		S-7	15'-17'	3-5-6-6	Poorly graded SAND (SP) / gy-bn, wet, medium dense			14'6"	
		S-8	20'-22'	2-4-2-2	Sandy Lean CLAY (CL) / gy, wet, medium stiff			19'6"	tr mica
		S-9	25'-27'	8-10-11-12	Well graded SAND (SW) / gy, wet, medium dense			24'8"	
		S-10	30'-32'	WOH-WOH 2-2	Clayey SAND (SC) / dk bn, wet, very loose				tr fine gravel

S - 2" O.D. Split Spoon Sample    
  U - Undisturbed Sample, 3" Diameter    
  - Core Drilling    
  - No Recovery  
 N - Standard Penetration Resistance per 6" (140# Hammer, 30" drop)    
 Driller Tom Ward



# CRAIG TEST BORING CO., INC.

## FIELD TEST BORING LOG

Boring No. 8-3

Sheet 2 of 2

DEPTH	Sample			Soil Classification	Remarks
	No.	Depth	N		
35	S-11	35'-37'	8-12-7-10	CLAY (CL-CH) / gy, wet, vary stiff	tr mica
40	S-12	40'-42'	3-3-3-5	Lean CLAY (CL) / gy, wet, medlum stiff	silt inclusions tr mica
45	S-13	45'-47'	2-4-6-7	CLAY (CL-CH) / gy, wet, stiff	
50	S-14	50'-52'	3-5-10-11	CLAY (CL-CH) / gy, wet, stiff	tr silt inclusions tr mica
				Test Boring Complete @ 52'	
55					
60					
65					
70					
75					

S - 2" O.D. Split Spoon Sample    
  U - Undisturbed Sample, 3" Diameter    
  - Core Drilling    
  - No Recovery  
 N - Standard Penetration Resistance per 6"  
 (140# Hammer, 30" drop)

Driller Tom Ward



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## FIELD TEST BORING LOG

CLIENT Hatch Mott MacDonald

DATE 08-27-2013

PROJECT Borough of Mantoloking & Township of Brick New Jersey

LAB NO. 130218 / 328029

Boring No. 8-4

Sheet 1 of 2

Ground Surface Elev.

Ground Water Data				* - Method of Advancing Boring		Depth	
Depth	Hour	Date	Hrs. After Completion	A	B	0	to 52'
12'		08-27-2013	0				

DEPTH	*	Sample			Soil Classification	Remarks
		No.	Depth	N		
0					Poorly graded SAND (SP) / tn & bn, moist, loose	tr gravel
		S-1	0'-2'	1-2-7-8		
		S-2	2'-4'	6-7-8-8	SAME / medium dense	tr organics
5		S-3	4'-6'	8-10-13-15	SAME	tr organics
		S-4	6'-8'	15-17-20-23	SAME / dense	tr SM inclusions tr fine gravel
		S-5	8'-10'	15-18-19-19	SAME	tr fine gravel tr SM inclusions
		S-6			SAME / wet, medium dense	
15		S-7	15'-17'	4-5-8-7	Well graded SAND (SW) / tn-bn wet, medium dense	tr gravel
20		S-8	20'-22'	4-6-7-8	Poorly graded SAND (SP) / bn, wet, medium dense	
25	A	S-9	25'-27'	8-12-19-22	SAME / dense	
30		S-10	30'-32'	6-11-15-12	Well graded SAND (SW) / bn & ar-bn, wet, medium dense	tr gravel

S - 2" O.D. Split Spoon Sample    
  U - Undisturbed Sample, 3" Diameter    
  - Core Drilling    
  - No Recovery

N - Standard Penetration Resistance per 6" (140# Hammer, 30" drop)

Driller Tom Ward

# CRAIG TEST BORING CO., INC.

## FIELD TEST BORING LOG

Boring No. B-4

Sheet 2 of 2

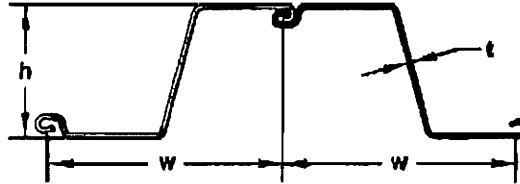
DEPTH	Sample			Soil Classification	Remarks
	No.	Depth	N		
35	S-11	35'-37'	12-19-22-24	SAME / dense	tr gravel
40	S-12	40'-42'	6-9-11-12	Poorly graded SAND (SP) / bn, wet, medium dense	tr gravel
45	S-13	45'-47'	1-1-3-3	CLAY (CL-CH) / gn-gy, wet, soft	44'6" silt inclusions tr mica
50	S-14	50'-52'	1-1-1-1	SAME	tr mica
				Test Boring Complete @ 52'	
55					
60					
65					
70					
75					

S - 2" O.D. Split Spoon Sample    
  U - Undisturbed Sample, 3" Diameter    
  - Core Drilling    
  - No Recovery  
 N - Standard Penetration Resistance per 6"  
 (140# Hammer, 30" drop)

Driller Tom Ward

# SKZ

## SKZ Cold Formed Steel Sheet Pile



SECTION	Width (w) In (mm)	Height (h) In (mm)	Thickness (t) In (mm)	Cross Sectional Area In <sup>2</sup> /ft <sup>2</sup> (cm <sup>2</sup> /m <sup>2</sup> )	WEIGHT		SECTION MODULUS		Moment of Inertia In <sup>4</sup> /ft <sup>4</sup> (cm <sup>4</sup> /m <sup>4</sup> )	COATING AREA	
					Pile lb/ft (kg/m)	Wall lb/ft <sup>2</sup> (kg/m <sup>2</sup> )	Elastic In <sup>3</sup> /ft <sup>3</sup> (cm <sup>3</sup> /m <sup>3</sup> )	Plastic In <sup>3</sup> /ft <sup>3</sup> (cm <sup>3</sup> /m <sup>3</sup> )		Both Sides ft <sup>2</sup> /ft (m <sup>2</sup> /m)	Coating Area ft <sup>2</sup> /ft <sup>2</sup> (m <sup>2</sup> /m <sup>2</sup> )
SKZ 20	28.50 723.9	16.00 406.4	0.315 8.0	6.00 136.20	48.24 71.79	20.31 99.17	31.69 1704	36.66 1970.07	253.51 14818	7.60 2.32	1.60 1.60
SKZ 22	28.50 723.9	16.00 406.4	0.335 8.5	6.30 148.40	51.30 76.34	21.60 105.46	33.43 1797	38.94 2093.55	267.40 15515	7.60 2.32	1.60 1.60
SKZ 23	28.50 723.9	16.00 406.4	0.354 9.0	6.70 162.50	54.20 80.66	22.82 111.42	35.61 1915	41.12 2210.75	284.90 33905	7.60 2.32	1.60 1.60
SKZ 24	28.50 723.9	16.00 406.4	0.375 9.5	7.10 179.50	57.43 85.47	24.18 118.06	37.73 2028	43.52 2339.78	301.80 41213	7.60 2.32	1.60 1.60
SKZ 25	28.50 723.9	16.00 406.4	0.399 10.1	7.60 189.00	61.10 90.93	25.73 125.61	40.14 2158	46.24 2486.02	321.12 43851	7.60 2.32	1.60 1.60
SKZ 31	28.50 723.9	18.00 457.2	0.450 11.4	9.07 202.04	73.82 109.85	31.08 151.75	51.56 2772	60.51 3253.29	464.05 53369	8.06 2.46	1.70 1.70
SKZ 33	28.50 723.9	18.00 457.2	0.475 12.1	9.40 213.97	77.64 115.54	32.69 159.61	54.89 2951	63.57 3417.68	494.03 57067	8.06 2.46	1.70 1.70
SKZ 34	28.50 723.9	18.00 457.2	0.500 12.7	9.89 228.25	81.42 121.17	34.28 167.39	57.62 3009	66.86 3594.6	518.62 70931	8.06 2.46	1.70 1.70
SKZ 36	28.50 723.9	18.00 457.2	0.535 13.6	10.78 228.10	86.81 129.19	36.55 178.46	60.71 3264	71.58 3948.17	546.43 74619	8.06 2.46	1.70 1.70
SKZ 38	28.50 723.9	19.00 482.7	0.550 14.0	11.07 234.42	88.95 132.37	37.45 182.85	62.32 3350	73.52 3952.44	560.85 76588	8.06 2.46	1.70 1.70

### Interlock Compatibility

	SKZ 14	SKZ 16	SKZ 17	SKZ 18	SKZ 19	SKZ 21	SKZ 22	SKZ 23	SKZ 25	SKZ 26	SKZ 28	SKZ 29	SKZ 30	SKZ 31	SKZ 33	SKZ 34	SKZ 36	SKZ 38	
SKZ 14	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 16	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 17	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 18	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 19	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 21	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 22	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 23	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 25	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 26	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 28	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 29	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 30	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 31	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
SKZ 33	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
SKZ 34	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
SKZ 36	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
SKZ 38	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○

● Interlock compatible ○ Interlock not compatible

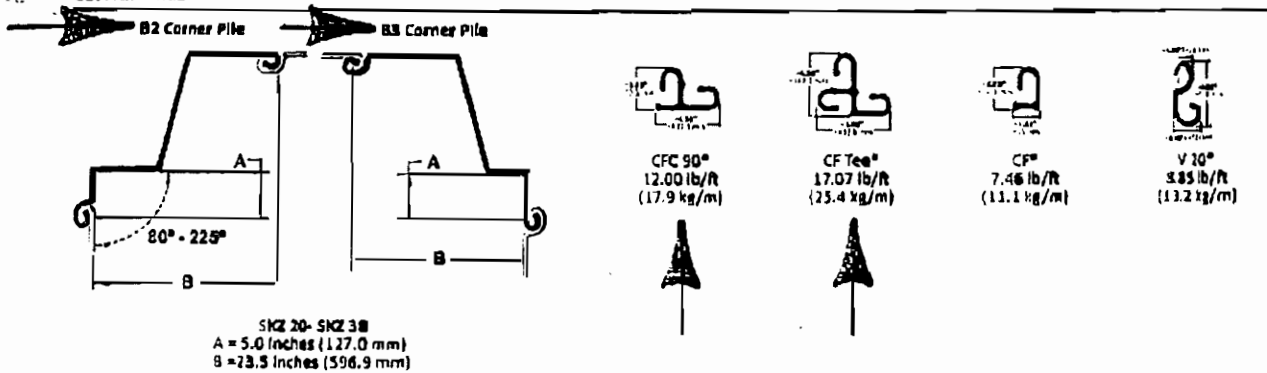
# SKZ

## SKZ Cold Formed Steel Sheet Pile

Available Steel Grades					
ASTM	YIELD STRENGTH		ASTM	YIELD STRENGTH	
	(ksi)	(MPa)		(ksi)	(MPa)
A 572 Grade 50	50	345	A 572 Grade 65 (Mod)**	80	555
A 572 Grade 55	55	380	A 588	50	345
A 572 Grade 60	60	415	A 690	50	345
A 572 Grade 65*	65	450			

\* Not available for thicknesses  $\geq 0.375"$  (9.525mm). \*\* Not available for thicknesses  $> 0.276"$  (7.0mm).

### Corner Piles



### Delivery Conditions & Tolerances

	ASTM A6		FN 10249-2	
Mass	$\pm 2.5\%$		$\pm 7\%$	
Length	+ 5 inches	- 0 inches	$\pm 50$ mm	
Straightness				
Banding (S)			0.25% of the length	
Curving (C)			0.25% of the length	
Twisting (V)			2% of the length	

### Maximum Rolled Lengths\*

SKZ      70 feet      (21.3 m)

\* Longer lengths may be possible upon request.

\* Covered by one or more patents owned by PilePro, LLC (www.pilepro.com)

#### Selection & Specification Data

<b>Generic Type</b>	Coal Tar Epoxy
<b>Description</b>	Renowned high build coal tar epoxy for protection for steel and concrete in single or two-coat applications in a broad variety of aggressive industrial applications.
<b>Features</b>	<ul style="list-style-type: none"> <li>▪ Excellent chemical, corrosion and abrasion resistance</li> <li>▪ High-build, 16-24 mils (400-610 microns) in a single coat (up to 35 mils with force curing)</li> <li>▪ Compatible with controlled cathodic protection</li> <li>▪ Suitable for use in exposures as referenced in the following specifications*:               <ul style="list-style-type: none"> <li>• Corp of Engineers C-200, C200a</li> <li>• AWWA C-210 for exterior</li> <li>• SSPC-Paint 16</li> <li>• Steel Tank Institute Corrosion Control System STI-P<sub>1</sub></li> </ul> </li> </ul>
<b>Color</b>	Black (0900)
<b>Finish</b>	Gloss. Will discolor, chalk and lose gloss in sunlight exposure.
<b>Primers</b>	Self-priming, Carboguard 888, or others as recommended
<b>Topcoats</b>	Not recommended
<b>Dry Film Thickness</b>	Normally 16.0 mils (400 microns) in one or two coats. Total dry film thickness less than 8 mils (200 microns) or in excess of 35 mils (610 microns) is not recommended. Wet-on-wet spray techniques should be used for high thicknesses allowing time for solvents to flash between passes.
<b>Solids Content</b>	By Volume: 74% ± 2%
<b>Theoretical Coverage Rate</b>	1187 mil ft <sup>2</sup> (29.1 m <sup>2</sup> /l at 25 microns) Allow for loss in mixing and application
<b>VOC Values</b>	As supplied: 1.85 lbs/gal (222 g/l) Thinned: 20 oz/gal w/ #10: 2.6 lbs/gal (309 g/l) 25 oz/gal w/ #10: 2.7 lbs/gal (327 g/l) These are nominal values. *Maximum thinning for 250 g/l restricted areas is 8 oz/gal.
<b>Dry Temp. Resistance</b>	Continuous: 350°F (177°C) Non-Continuous: 370°F (190°C)
<b>Wet Temp. Resistance</b>	Immersion temperature should not exceed 120°F (49°C).

**Limitations** Do not use for potable water requirements  
May of 2010 August 2009

#### Substrates & Surface Preparation

<b>General</b>	Surfaces must be clean and dry. Employ adequate methods to remove dirt, dust, oil and all other contaminants that could interfere with adhesion of the coating.
<b>Steel</b>	<p>Immersion: SSPC-SP10          Non-Immersion: SSPC-SP6          SSPC-SP2 or SP3 as minimum requirement.          Surface Profile: 2.0-3.0 mils (50-75 micron)</p>
<b>Concrete</b>	Concrete must be cured 28 days at 75°F (24°C) and 50% relative humidity or equivalent. Prepare surfaces in accordance with ASTM D4258 Surface Cleaning of Concrete and ASTM D4259 Abrading Concrete. Voids in concrete may require surfacing.

#### Performance Data

Test Method	System	Results	Report #
ASTM D4060 Abrasion	Blasted Steel 2 cts. 300M	130 mg. loss after 1000 cycles. CS17 wheel, 1000 gm load.	02877
ASTM D4541 Adhesion	Blasted Steel 2 cts. 300M	1443 psi (Pneumatic)	02877
ASTM D2794 Impact	Blasted Steel 2 cts. 300M	Impact site diameter, inches: 3/8, 3/8, 1/2 100 In/lbs Gardner Impact at 1/2 in. diam.	02877
ASTM B117 Salt Fog	Blasted Steel 2 cts. 300M	No blistering, rusting or delamination. No measurable undercutting at scribe after 2000 hrs.	02838

Test reports and additional data available upon written request.

\* Disclaimer: Bitumastic 300M is a proprietary formula that is not necessarily formulated to the exact compositional guidelines set forth in some of these standards. Minor deviations that control and improve application characteristics may be present, but does not have a detrimental effect on the suitability for use outlined therein.

# Bitumastic® 300M

## Application Equipment

Listed below are general equipment guidelines for the application of this product. Job site conditions may require modifications to these guidelines to achieve the desired results.

### General Guidelines:

**Spray Application (General)** This is a high solids coating and may require adjustments in spray technique. Wet film thickness is easily and quickly achieved. The following spray equipment has been found suitable and is available from manufacturers such as Binks, DeVilbiss and Graco.

**Conventional Spray** Pressure pot equipped with dual regulators, 3/8" I.D. minimum material hose, with 50' maximum material hose .086" I.D. fluid up and appropriate air cap.

**Airless Spray**

Pump Ratio:	30:1
GPM Output:	3.0 (min.)
Material Hose:	1/2" I.D. (min.)
Tip Size:	.023-.035"
Output PSI:	2100-2500
Filter Size:	30 mesh

Teflon packings are recommended and available from the pump manufacturer.

**Brush & Roller (General)** Recommended for touch up, striping of weld seams and hard-to-coat areas only. Avoid excessive re-brushing or re-rolling.

**Brush** Use a medium bristle brush.

**Roller** Use a short-nap synthetic roller cover with phenolic core.

## Mixing & Thinning

**Mixing** Power mix separately, then combine and power mix for a minimum of two minutes. DO NOT MIX PARTIAL KITS.

**Ratio** 4:1 Ratio (A to B)

**Thinning** Up to 20 oz/gal (16%) w/ #10  
Up to 25 oz/gal (20%) w/ #10 for the first coat application to concrete. Use of thinners other than those supplied or recommended by Carbolite may adversely affect product performance and void product warranty, whether expressed or implied.

**Pot Life** 75°F (24°C) 2 Hours  
30°F (32°C) 1 Hour  
Pot life ends when coating loses body and begins to sag.

## Cleanup & Safety

**Cleanup** Use #2 Thinner or Acetone. In case of spillage, absorb and dispose of in accordance with local applicable regulations.

**Safety** Read and follow all caution statements on this product data sheet and on the MSDS for this product. Employ normal workmanlike safety precautions. Hypersensitive persons should wear protective clothing, gloves and use protective cream on face, hands and all exposed areas.

**Caution** This product contains flammable solvents. Keep away from sparks and open flames. All electrical equipment and installations should be made and grounded in accordance with the National Electric Code. In areas where explosion hazards exist, workmen should be required to use non-ferrous tools and wear conductive and non-sparking shoes.

May of 2010 August 2009

To the best of our knowledge the technical data contained herein is true and accurate on the date of publication and is subject to change without prior notice. User must contact Carbolite Company to verify correctness before specifying or ordering. No guarantee of accuracy is given or implied. We guarantee our products to conform to Carbolite quality control. We assume no responsibility for coverage, performance or injuries resulting from use. Liability, if any, is limited to replacement of products. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY CARBOLITE, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Carbolite® and Bitumastic® are registered trademarks of Carbolite Company.

## Application Conditions

Condition	Material	Surface	Ambient	Humidity
Normal	30-85°F (16-29°C)	60-85°F (16-29°C)	60-85°F (16-29°C)	0-80%
Minimum	50°F (10°C)	50°F (10°C)	50°F (10°C)	0%
Maximum	90°F (32°C)	125°F (52°C)	110°F (43°C)	90%

Condensation due to substrate temperatures below the dew point can cause flash rusting on prepared steel and interfere with proper adhesion to the substrate. Special application techniques may be required above or below normal application conditions.

## Curing Schedule

Surface Temp. & 50% Relative Humidity	Dry to Touch	Minimum Recoat Time	Maximum Recoat Time	Cure for Immersion
50°F (10°C)	8 Hours	10 Hours	24 Hours	14 Days
75°F (24°C)	4 Hours	6 Hours	24 Hours	3 Days
90°F (32°C)	2 Hours	3 Hours	24 Hours	2 Days

These times are based on a 16.0 mil (400 micron) dry film thickness. Higher film thickness, insufficient ventilation, high humidity or cooler temperatures will require longer cure times. Excessive humidity or condensation on the surface during curing can interfere with the cure, can cause discoloration and may result in a surface haze. Any haze or blush must be removed by water washing before recoating. If the maximum recoat time is exceeded, the surface must be abraded by sweep blasting prior to the application of additional coats. Holiday Detection (if required): Wet sponge types may be used if the dry film thickness is below 20 mils (500 microns). High voltage spark testing should be used when the dry film thickness exceeds 20 mils (500 microns). Refer to NACE RP0188-90 for specific procedures.

Force Curing (recommended for thicknesses above 24 mils)

150°F (65°C)	Hold substrate temperature at 150°F for 8 hours and material will be ready to handle and ready for immersion service.
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## Packaging, Handling & Storage

**Shipping Weight (Approximate)** 1.25 Gallon Kit 12 lbs (6 kg) 5 Gallon Kit 50 lbs (26 kg)

**Flash Point (Setflash)** 75°F (24°C) for Part A  
>200°F (93°C) for Part B

**Storage (General)** Store indoors.

**Storage Temperature & Humidity** 40°-110°F (4°-43°C)  
0-100% Relative Humidity

**Shelf Life** Part A: Min. 12 months at 75°F (24°C)  
Part B: Min. 36 months at 75°F (24°C)

\*Shelf Life: (actual stated shelf life) when kept at recommended storage conditions and in original unopened containers.



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**Protective  
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Coatings**

**FAST CLAD® ER EPOXY**  
WITH OPTI-CHECK OAP TECHNOLOGY

PART A	B62W230	WHITE BASE
PART A	B62L230	BLUE OAP
PART A	B62RW230	RED OXIDE
PART B	B62V230	CLEAR HARDENER
PART B	B62AV230	GRAY HARDENER

**PRODUCT INFORMATION**

Revised: July 31, 2013

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**PRODUCT DESCRIPTION**

Fast Clad ER Epoxy is an edge retentive, ultra high solids epoxy amine coating engineered for immersion service in sea water ballast tanks, fuel/sea water ballast tanks, and petroleum storage tanks. The rapid return to service and high build, edge retentive properties of this coating provide superior protection compared to conventional epoxies.

- One coat protection
- Low VOC
- Dry to walk-on within four hours
- Designed for plural-component application equipment
- Greater than 70% edge build retention
- Low Temperature application and cure capabilities to 35°F (See Application Conditions)
- Fast return to service
- Low odor

**PRODUCT CHARACTERISTICS**

Finish:	Gloss
Color:	White-Base, Blue OAP, Red Oxide
Volume Solids:	98%, ± 2%, mixed
Weight Solids:	98%, ± 2%, mixed
VOC (EPA method #24):	<85 g/L; 0.71 lb/gal, mixed
Mix Ratio:	1:1 by volume

**Recommended Spreading Rate per coat:**

	Minimum	Maximum
Wet mils (microns)	18.0 (450)	22.0 (550)
Dry mils (microns)	18.0 (450)	22.0 (550)
-Coverage sq ft/gal (m <sup>2</sup> /L)	73 (1.8)	89 (2.2)

\*Can be applied up to 80.0 mils (1500 microns) dft if required.  
Theoretical coverage sq ft/gal (m<sup>2</sup>/L) @ 1 mil / 25 microns dft 1568 (38.4)

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

**Drying Schedule @ 20.0 mils (500 microns):**

	@ 40°F/4.5°C	@ 77°F/25°C	@ 100°F/38°C
		50% RH	
To touch:	6 hours	1 hour	35 minutes
To handle:	8-12 hours	3 hours	55 minutes
To recoat:			
minimum:	6 hours	1 hour	35 minutes
maximum:	14 days	14 days	14 days
Foot traffic:	8-12 hours	3 hours	1 hour
Cure to service:	36 hours	24 hours	12 hours
Pot Life:	7 minutes		
Sweat-in-Time:	None required		

Shelf Life:	24 months Store indoors at 40°F (4.5°C) to 100°F (38°C)
Flash Point:	230°F (110°C), PMCC, mixed
Reducer:	Not recommended
Clean Up:	MEK (R8K10) or Reducer R7K104

**RECOMMENDED USES**

For use over prepared steel or masonry surfaces in industrial and marine exposures such as:

- Ballast tank interiors and oil storage tank interiors
- Fuel storage tanks and external pipeline coating
- Primary or Secondary containment
- Acceptable for use with cathodic protection systems
- Where rapid return to service and edge protection film build properties are required
- Meets MIL-PRF-23236 Type VII, Class 5, 7, 5/18, 7/18, 13/18, 17, 17/18 Grade C requirements for single and multi-coat seawater, fuel, bilges, and CHT tanks
- Blue OAP contains fluorescent pigment
- Wind tower gearbox lining and transformer lining up to 204°F (98°C)
- Suitable for use in the Mining & Minerals Industry

**PERFORMANCE CHARACTERISTICS**

Substrate\*: Steel

Surface Preparation\*: SSPC-SP10

System Tested\*:

1 ct. Fast Clad ER Epoxy @ 18.0-22.0 mils (450-550 microns) dft unless otherwise noted below

Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	22.4 mg loss
Adhesion	ASTM D4541	>2000 psi
Cathodic Disbondment	ASTM G8	Passes 30 days @ 1.5 volts (Cu/CuSO <sub>4</sub> ), <10 mm disbondment radius
Corrosion Weathering	ASTM D5894, 4 cycles, 1134 hours	Rating 10 per ASTM D810 for Rusting (field); Rating 10 per ASTM D714 for Blistering (field)
Direct Impact Resistance	ASTM D2794	15 in-lb
Dry Heat Resistance	ASTM D2485	250°F (121°C)
Flexibility	ASTM D522	7/16" (24-hour cure)
Immersion Elevated Temperature*		Passes 6 months at 204°F (98°C) in gearbox oil
Moisture Condensation Resistance	ASTM D4585, 100°F (38°C), 2000 hours	Rating 10 per ASTM D810 for Rusting (field); Rating 10 per ASTM D714 for Blistering (field)
Pencil Hardness	ASTM D3363	H

\*Report No. IM54.1382-08

Immersion (ambient temperature) for the following:

- Ballast tank mix ..... Recommended
- Crude oil ..... Recommended
- Fresh water ..... Recommended
- Gasoline ..... Recommended
- Sea water ..... Recommended
- Reformulated gasoline ..... Recommended
- Kerosene ..... Recommended

Epoxy coatings may darken or yellow after application and curing.





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**FAST CLAD® ER EPOXY**  
WITH OPTI-CHECK OAP TECHNOLOGY

PART A B62W230  
PART A B62L230  
PART A B62RW230  
PART B B62V230  
PART B B62AV230

WHITE BASE  
BLUE OAP  
RED OXIDE  
CLEAR HARDENER  
GRAY HARDENER

**PRODUCT INFORMATION**

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**RECOMMENDED SYSTEMS**

	Dry Film Thickness / ct.
	Mils (Microns)
<b>Steel, Immersion:</b>	
1 ct. Fast Clad ER Epoxy	18.0 -22.0 (450-550)
<b>Steel, immersion:</b>	
1 ct. Fast Clad Epoxy Primer	4.0 -8.0** (100-200)
1 ct. Fast Clad ER Epoxy	18.0-22.0 (450-550)
<b>Steel, immersion:</b>	
2 cts. Fast Clad ER Epoxy	9.0-11.0 (225-275)
<b>Concrete, immersion:</b>	
1 ct. Corobond 100 Epoxy Primer/Sealer; apply primer to achieve uniform hiding, appearance, and complete wetting of the concrete surface, approximately 4-6. Coating will be partially absorbed into the concrete. Roll out any puddles.	
2 cts. Fast Clad ER Epoxy	9.0 - 11.0 (225-275)

\*\*When using B62L245 Primer containing the OAP fluorescent pigment, make sure a non-containing OAP fluorescent pigment topcoat is used.

The systems listed above are representative of the product's use, other systems may be appropriate.

**SAFETY PRECAUTIONS**

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

**DISCLAIMER**

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

**WARRANTY**

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**SURFACE PREPARATION**

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

- Iron & Steel:**
  - Atmospheric: SSPC-SP6/NACE 3, 2 mil (50 micron) profile or SSPC-SP12/NACE No. 5, WJ-3/SC-2
  - Immersion: SSPC-SP10/NACE 2, 2-3 mil (50-75 micron) profile or SSPC-SP12/NACE No. 5, WJ-2/SC-2
- Concrete & Masonry:**
  - Atmospheric: SSPC-SP13/NACE 8, or ICRI No. 310.2, CSP2-3
  - Immersion: SSPC-SP13/NACE 8-4.3.1 or 4.3.2, or ICRI No. 310.2, CSP2-3

**Surface Preparation Standards**

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. S19055800	SSPC NACE
White Metal	Sp 3	Sa 3	SP 5 1
Near White Metal	Sp 2.5	Sa 2.5	SP 10 1
Commercial Blast	Sp 2	Sa 2	SP 9 1
Brush-Off Blast	Sp 1	Sa 1	SP 8 1
Hand Tool Cleaning	OC Sp 1	CS 1	SP 2 1
Rusted Pitted & Rusted	OC Sp 2	CS 2	SP 2 1
Rusted	OC Sp 3	CS 3	SP 3 1
Power Tool Cleaning	OC Sp 1	CS 1	SP 1 1

**TINTING**

Do not tint part A. 5 gallons (18.9L) of clear hardener part B may be tinted with up to 2.75 ounces of Maxitoner Colorant Phthalo Green or Black only.

**APPLICATION CONDITIONS**

Temperature:  
Air & surface: 40°F (4.5°C) minimum\*, 110°F (43°C) maximum

\*For application at 35°F (1.7°C) to 40°F (4.5°C), specific guidelines are required:

- Air & Surface temperature conditions must be expected to remain stable or improve for a period of four hours.
- Environmental controls (dehumidification, heating, forced-air ventilation) are recommended to maintain acceptable application conditions.
- Final cure must be confirmed in accordance with ASTM D5402, "Assessing the Solvent Resistance of Organic Coatings Using Solvent Rubs". Test shall consist of 50 double rubs with MEK. Test shall confirm no loss of DFT, and no coating residue on rubbing cloth.

The material should be 85°F-130°F/29°C-54°C (vary as needed) at the mixing block for optimal atomization based on tip size and pump pressure.. Do not heat above 140°F/60°C.

Relative humidity: 35% maximum

Refer to product Application Bulletin for detailed application information.

**ORDERING INFORMATION**

Packaging:  
Part A: 5 gallon (18.9L) container  
Part B: 5 gallon (18.9L) container  
Weight: 11.71, ± 0.3 lb/gal ; 1.4 Kg/L, mixed



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PART B	B62AV230	GRAY HARDENER

Revised: July 31, 2013

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**SURFACE PREPARATIONS**

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

**Iron & Steel (atmospheric service)**

Minimum surface preparation is Commercial Blast Cleaning per SSPC-SP6/NACE 3 or SSPC-SP12/NACE No. 5. For surfaces prepared by SSPC SP6/NACE 3, first remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Near White Metal Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2-3 mils / 50-75 microns). For surfaces prepared by SSPC-SP12/NACE No. 5, all surfaces shall be cleaned in accordance with WJ-3/SC2. Pre-existing profile should be approximately 2 mils (50 microns). Prime any bare steel the same day as it is cleaned or before flash rusting occurs.

**Iron & Steel (immersion service)**

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Near White Metal Blast Cleaning per SSPC-SP10/NACE 2, or SSPC-SP12/NACE No. 5. For SSPC-SP10/NACE 2, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2-3 mils / 50-75 microns). For SSPC-SP12/NACE No.5, all surfaces to be coated shall be cleaned in accordance with WJ-2/SC2 standards. Pre-existing profile should be approximately 2 mils (50 microns). Remove all weld spatter. Prime any bare steel the same day as it is cleaned or before flash rusting occurs.

**Concrete and Masonry**

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2, CSP 2-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910. Primer required.

**Follow the standard methods listed below when applicable:**

- ASTM D4258 Standard Practice for Cleaning Concrete.
- ASTM D4259 Standard Practice for Abrading Concrete.
- ASTM D4280 Standard Practice for Etching Concrete.
- ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.
- SSPC-SP 13/NACE 6 Surface Preparation of Concrete.
- ICRI No. 310.2 Concrete Surface Preparation.

**Concrete, Immersion Service:**

For surface preparation, refer to SSPC-SP13/NACE 6, Section 4.3.1 or 1.3.2 or ICRI No. 310.2, CSP 2-3.

**Surface Preparation Standards**

Condition of Surface	ISO 8501-1	Swedish Std.	SSPC NACE
White Metal	SA 3	SI 505500	SP 5 1
Near White Metal	SA 2.5	SI 2.5	SP 10 2
Commercial Blast	SA 2	SI 2	SP 8 3
Brush-Off Blast	SA 1	SI 1	SP 7 4
Hand Tool Cleaning	CS 1	SI 1	SP 2 5
Rusted	CS 2	SI 2	SP 2 6
Pitted & Rusted	CS 3	SI 3	SP 3 7
Rusted	CS 4	SI 4	SP 3 8
Power Tool Cleaning	CS 5	SI 5	SP 3 9
Pitted & Rusted	CS 6	SI 6	SP 3 10

**APPLICATION CONDITIONS**

Temperature:  
Air & surface: 40°F (4.5°C) minimum\*, 110°F (43°C) maximum

\*For application at 35°F (1.7°C) to 40°F (4.5°C), specific guidelines are required:

- Air & Surface temperature conditions must be expected to remain stable or improve for a period of four hours.
- Environmental controls (dehumidification, heating, forced-air ventilation) are recommended to maintain acceptable application conditions.
- Final cure must be confirmed in accordance with ASTM D5402, "Assessing the Solvent Resistance of Organic Coatings Using Solvent Rubs". Test shall consist of 50 double rubs with MEK. Test shall confirm no loss of DFT, and no coating residue on rubbing cloth.

The material should be 85°F-130°F/29°C-54°C (vary as needed) at the mixing block for optimal atomization based on tip size and pump pressure.. Do not heat above 140°F/60°C.

Relative humidity: 85% maximum

**APPLICATION EQUIPMENT**

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

- Reduction .....Not recommended
- Clean Up .....MEK (R6K10) or R7K104
- Plural Component Equipment
- Pump.....WIWA DUOMIX 1:1, Graco Extreme Mix, Graco XM, or Graco XP
- Pressure.....4000 psi
- Hose.....3/8" ID
- Tip .....0.21" - .025"
- Pump heater setting.....70 - 80
- Material temperature at gun tip.....85°F-130°F (29°C-54°C) (vary as needed)
- Brush .....For stripe coating and repair only
- Brush.....Nylon/Polyester or Natural Bristle
- Roller .....For stripe coating and repair only
- Cover .....3/8" woven with solvent resistant core

If specific application equipment is not listed above, equivalent equipment may be substituted.



Protective  
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# FAST CLAD® ER EPOXY

WITH OPTI-CHECK OAP TECHNOLOGY

PART A	B62W230	WHITE BASE
PART A	B62L230	BLUE OAP
PART A	B62RW230	RED OXIDE
PART B	B62V230	CLEAR HARDENER
PART B	B62AV230	GRAY HARDENER

## APPLICATION BULLETIN

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### APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

**Mixing Instructions:** Mix contents of each component thoroughly using low speed power agitation. Make certain no pigment remains on the bottom or the sides of the can. Then combine one part by volume of Part A with one part by volume of Part B. Thoroughly agitate the mixture with power agitation.

To ensure that no unmixed material remains on the sides or bottom of the cans after mixing, visually observe the container by pouring the material into a separate container.

Apply paint at the recommended film thickness and spreading rate as indicated below:

#### Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	18.0 (450)	22.0 (550)
Dry mils (microns)	18.0 (450)	22.0 (550)
-Coverage sq ft/gal (m <sup>2</sup> /L)	73 (1.8)	89 (2.2)
*Can be applied up to 60.0 mils (1500 microns) dft if required.		
Theoretical coverage sq ft/gal (m <sup>2</sup> /L) @ 1 mil / 25 microns dft	1568 (38.4)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

#### Drying Schedule @ 20.0 mils (500 microns):

	@ 40°F/4.5°C	@ 77°F/25°C 50% RH	@ 100°F/38°C
To touch:	6 hours	1 hour	35 minutes
To handle:	8-12 hours	3 hours	35 minutes
To recoat:			
minimum:	6 hours	1 hour	35 minutes
maximum:	14 days	14 days	14 days
Foot traffic:	8-12 hours	3 hours	1 hour
Cure to service:	36 hours	24 hours	12 hours
Pot Life:		7 minutes	
Sweat-In-Time:		None required	

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

### CLEAN UP INSTRUCTIONS

Clean spills and splatters immediately with MEK, R6K10. Clean tools immediately after use with MEK, R6K10. Follow manufacturer's safety recommendations when using any solvent.

### DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

### PERFORMANCE TIPS

#### Repair of Pitted Tank Bottoms

Extensive, deep pitting:

Options:

Option 1 ..Apply a full wet coat, by spray application, of Fast Clad Epoxy Primer. Follow with rubber squeegee to work material into and fill the pitted areas. After recommended drying time, apply a full coat of Fast Clad ER at recommended film thickness.

Option 2 ..Apply Dura-Plate UHS Clear Laminant Resin with 1½ oz fiberglass mat over the pitted areas. After recommended drying time, apply a full coat of Fast Clad ER at recommended film thickness.

Option 3 ..Weld new steel plates, or use puddle welds, as required to repair pitted areas. Coat areas as recommended.

Shallow pitting, isolated areas:

Options:

Option 1 ..Same as number 1 above.

Option 2 ..Apply Steel Seam FT910 as required to fill the pitted areas. Coat areas as recommended.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross-coat spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

No reduction of material is recommended as this can affect film build, appearance, and adhesion.

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

Do not mix previously catalyzed material with new.

Do not apply the material beyond recommended pot life.

Remove and solvent clean tip housing every 20-30 minutes.

For Immersion Service: (if required) Holiday test in accordance with ASTM D5162 for steel, or ASTM D4787 for concrete.

When using an OAP fluorescent pigment system, use the Fast Clad Epoxy Primer, with a non-OAP containing Fast Clad ER topcoat color.

Guidance on techniques and required equipment to inspect a coating system incorporating Opti-Check OAP Technology can be found in SSPC-TU 11.

Refer to Product Information sheet for additional performance characteristics and properties.

### SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

### WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



# Geotube<sup>®</sup>

## GT500

GT500 Engineered Woven Dewatering Textile shall be manufactured with high tenacity polypropylene yarns that are woven into a stable network such that the yarns retain their relative position. The geotextile tube material shall be inert to biological degradation and resistant to naturally encountered chemicals, alkalis, and acids.

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
			MD	CD
Wide Width Tensile Strength (at ultimate)	ASTM D4595	lbs/in (kN/m)	450 (78.8)	625 (109.4)
Wide Width Tensile Elongation	ASTM D4595	%	20 (max.)	20 (max.)
Factory Seam Strength	ASTM D4884	lbs/in (kN/m)	400 (70)	
CBR Puncture Strength	ASTM D6241	lbs (N)	2000 (8900)	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	40 (0.43)	
Water Flow Rate	ASTM D4491	gpm/ft <sup>2</sup> (l/min/m <sup>2</sup> )	20 (813)	
UV Resistance (% strength retained after 500 hrs)	ASTM D4355	%	80	

Filtration Properties	Test Method	Unit	Typical Value
Pore Size Distribution (O <sub>50</sub> )	ASTM D6767	Micron	80
Pore Size Distribution (O <sub>95</sub> )	ASTM D6767	Micron	195

Physical Properties	Test Method	Unit	Typical Value
Mass/Unit Area	ASTM D5261	oz/yd <sup>2</sup> (g/m <sup>2</sup> )	17.3 (585)
Thickness	ASTM D5199	mils (mm)	70 (1.8)

**Disclaimer:** TenCate assumes no liability for the accuracy or completeness of this information or for the ultimate use by the purchaser. TenCate disclaims any and all express, implied, or statutory standards, warranties or guarantees, including without limitation any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or information furnished herewith. This document should not be construed as engineering advice.

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ETQR10

**TENCATE**  
materials that make a difference



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NATURAL & HISTORIC RESOURCES  
Office of Engineering & Construction

CHRIS CHRISTIE  
*Governor*

BOB MARTIN  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

Date: February 21, 2014  
To: All Interested Bidders  
Re: Addendum # 1,  
NJDEP OFFICE OF ENGINEERING & CONSTRUCTION  
PROJECT NUMBERS 4256-14 & 4257-14

This addendum is being issued to the contract for the re-advertisement of the Steel Sheet Pile Dune Restoration Project, Borough of Mantoloking, Township of Brick, Ocean County, New Jersey as advertised on February 10, 2014.

Please be advised that the Bid Date for this project shall remain Wednesday, March 4, 2014 at 10:00 AM (prevailing time). Except as amended in Addendum No. 1, all other terms and conditions of the Project Plans & Specifications remain the same.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum shall supercede the Specifications and Project Plans and are an essential part of the contract. Please note that a copy of this addendum and a signed copy of the attached "Acknowledgement of Receipt of Changes to Bid Document Form" must accompany your bid submission to be deemed complete. Failure to include this addendum and form in your bid package shall show cause for dismissal of said bid.

This addendum is being initially distributed to all current plan-holders via fax and email with an official hard-copy to be sent via UPS. Please send verification of receipt of the addendum to Erick Doyle of this office via email to [erick.doyle@dep.state.nj.us](mailto:erick.doyle@dep.state.nj.us). If you fail to receive all eight (8) pages of this Addendum No. 1, which includes the Cover Letter (1 page), Plan Specification Changes (3 pages), Revised Proposal Sheet P-6 and P-8 (2 pages), Acknowledgement of Receipt of Changes to Bid Document Form (1 page), and Attachment 1 - Estimate of Quantities (revised) (1 page), please contact Erick Doyle at (732) 255-0767.

Sincerely,

William Dixon, Acting Manager  
Bureau of Coastal Engineering

## PLANS:

- 1) All proposed construction work shown on the Contract Plan Set between Stations 189+50 and 201+85.5 on Sheets 16 and 17 of 36 has been removed from the Contract. The Contractor shall be directed to utilize approximately the same connection shown between Stations 200+83 and 201+85.5 to complete connection to the stone revetment presently under construction by others at approximately Station 189+50.
- 2) Note 50 of the Contract Plan Set on sheet 2 of 36 should be deleted and replaced with the following:

The Contractor is advised that the Mantoloking Borough ocean front property owners for the area North of Station 183+10 are coordinating the potential installation of a stone revetment between Stations 183+10 and 189+50. Installation is proposed to be completed a minimum of one (1) month prior to the end of the duration for this contract. The Contractor is advised that there is the potential that this Contract shall be truncated to meet the new revetment if installed. The Contractor shall install sheeting to the extent of the stone revetment. The anticipated limit of the southern extension of the stone revetment shall be Station 183+10; however, this limit may be changed should the southern ocean front property owners decide against the revetment. No additional payment shall be made to the Contractor for the potential shortening of the project over and above the Contractor's unit bid prices. The Contractor will be directed to utilize approximately the same connection shown on the Contract Plans between Stations 200+83 and 201+85.5 to complete connection to the new revetment if constructed.

Accordingly, the Contractor shall include in his project schedule a delay of installing steel sheeting North of Station 181+90 until near the end of his contract work schedule or until such time as advised that the revetment work will not be undertaken or the proposed revetment work is completed to its full extent.

The Contractor shall not have claims for extra cost for the reduction of the bid quantity for steel sheeting as a result of the revetment installation and shall understand that the steel sheet quantity to be paid will reflect actual quantities installed.

If advised that the revetment work will not be conducted the contractor shall be instructed to complete the work as originally bid.

The Contractor shall not be held liable for any delays caused by activities or status of the revetment work which may delay completion of the Contractor's work in a timely fashion North of Lyman Street.

The Contractor shall be notified of the work limit North of Station 183+10 within two (2) weeks after the Contract Notice to Proceed is issued.

- 3) On the Contract Plan Set, the 'Estimate of Quantities' table on Sheet 2 of 36 should be deleted and replaced with Attachment No. 1 (attached).

- 4) Note 51 of the Contract Plan Set on Sheet 2 of 36 should be deleted and replaced with the following:

The Contractor is advised to include in his project schedule that sheeting placement in the area between Station 141+00 and Station 181+90 within the Borough of Mantoloking shall be of immediate priority and shall be scheduled to proceed as soon as installation activities commence. All other installation activities except those mentioned in Item 50 above, can be scheduled at the Contractor's discretion.

- 5) In the Contract Plan Set on Sheets 13 of 36 and 16 of 36, delete the Note "General Note Number 51 on Sheet 2: The sheet pile installation for the area between Station 141+00 and Station 182+60 is a priority and must be scheduled to proceed as soon as sheet pile installation activities commence for this project." and replace with the following: "General Note Number 51 on Sheet 2: The sheet pile installation for the area between station 141+00 and station 181+90 a priority and must be scheduled to proceed as soon as sheet pile installation activities commence for this project".
- 6) In the Contract Plan Set on Sheet 16 of 36, delete the Note "See General Note 50 on sheet 2 for potential alternate construction beginning at station 188+00 heading North to the end of the project".
- 7) In the Contract Plan Set on Sheet 15 of 36 at Station 183+10 insert the Note "See General Note 50 on Sheet 2 for potential alternate construction beginning at Station 183+10 heading North to the end of the project".
- 8) In the Contract Plan Set on Sheet 17 of 36 delete Note "See General Note 50 on Sheet 2 for potential alternate construction from the end of project heading South to Station 188+00".
- 9) In the Contract Plan Set on Sheet 16 of 36 at Station 189+50, insert Note "See General Note 50 on Sheet 2 for potential alternate construction from end of project heading South to Station 183+10".

#### SPECIFICATIONS:

- 1) Section 1:12 of the Contract Specifications on Page SP Page 13 of 13 of the Special Provisions should be deleted and replaced with the following:

##### INSTALLATIONS ACTIVITIES NORTH OF STATION 183+10

The Contractor is advised that the Mantoloking Borough ocean front property owners for the area North of Station 183+10 are coordinating the potential installation of a stone revetment between Stations 183+10 and 189+50. Installation is proposed to be completed a minimum of one (1) month prior to the end of the duration for this contract. The Contractor is advised that there is the potential that this Contract shall be truncated to meet the new revetment if installed. The Contractor shall install sheeting to the extent of

the stone revetment. The anticipated limit of the southern extension of the stone revetment shall be Station 183+10; however, this limit may be changed should the southern ocean front property owners decide against the revetment. No additional payment shall be made to the Contractor for the potential shortening of the project over and above the Contractor's unit bid prices. The Contractor will be directed to utilize approximately the same connection shown on the Contract Plans between Stations 200+83 and 201+85.5 to complete connection to the new revetment if constructed.

Accordingly, the Contractor shall include in his project schedule a delay of installing steel sheeting North of Station 181+90 until near the end of his contract work schedule or until such time as advised that the revetment work will not be undertaken or the proposed revetment work is completed to its full extent.

The Contractor shall not have claims for extra cost for the reduction of the bid quantity for steel sheeting as a result of the revetment installation and shall understand that the steel sheet quantity to be paid will reflect actual quantities installed.

If advised that the revetment work will not be conducted the contractor shall be instructed to complete the work as originally bid.

The Contractor shall not be held liable for any delays caused by activities or status of the revetment work which may delay completion of the Contractor's work in a timely fashion North of Lyman Street.

The Contractor shall be notified of the work limit North of Station 183+10 within two (2) weeks after the Contract Notice to Proceed is issued.

- 2) Section 1:13 of the Contract Specifications on page SP Page 13 of 13 of the Special Provisions should be deleted and replaced with the following:

The Contractor is advised to include in his project schedule that sheeting placement in the area between Station 141+00 and Station 181+90 within the Borough of Mantoloking shall be of immediate priority and shall be scheduled to proceed as soon as installation activities commence. All other installation activities except those mentioned in Sections 1:12 and 1:13 of the Project Description can be scheduled at the Contractor's discretion.

- 3) The Contractor is directed to replace Proposal Sheets P-6 and P-8 with the attached Pages P-6 (revised) and P-8 (revised) which addresses changes in quantities for Items Numbers 10, 20, 22, 23 and 24.



**4256-14 & 4257-14**

Proposal (6)

**ITEM NO. 8 – Final Cleanup:**

The completion of all final cleanup at the conclusion of the project as specified in Section 161, complete, for the lump sum of ..... \$ \_\_\_\_\_

**ITEM NO. 9 – Excavation, Unclassified (Mechanical Transfer) (If and Where):**

Construction of 640 Hours for the utilization of a bulldozer and operator for sand transfer activities, as specified at section 202 complete in place, as shown on the project plans at a unit price of \$ \_\_\_\_\_ per hour or ..... \$ \_\_\_\_\_

**ITEM NO. 10 – Steel Sheet Piles – VH 45:**

Construction of 18,530 L.F. of steel sheet piling Bulkhead with 45 vertical feet, complete, in place, as specified at section 511 as shown on the project plans at a unit price of \$ \_\_\_\_\_ per linear foot or ..... \$ \_\_\_\_\_

**ITEM NO. 11 – Steel Sheet Piles – VH 44:**

Construction of 43 L.F. of steel sheet piling Bulkhead with 44 vertical feet, complete, in place, as specified at section 511 as shown on the project plans at a unit price of \$ \_\_\_\_\_ per linear foot or ..... \$ \_\_\_\_\_

**ITEM NO. 12 – Steel Sheet Piles – VH 43:**

Construction of 55 L.F. of steel sheet piling Bulkhead with 43 vertical feet, complete, in place, as specified at section 511 as shown on the project plans at a unit price of \$ \_\_\_\_\_ per linear foot or ..... \$ \_\_\_\_\_

**ITEM NO. 13 – Steel Sheet Piles – VH 42:**

Construction of 60 L.F. of steel sheet piling Bulkhead with 42 vertical feet, complete, in place, as specified at section 511 as shown on the project plans at a unit price of \$ \_\_\_\_\_ per linear foot or ..... \$ \_\_\_\_\_

**4256-14 & 4257-14**

Proposal (8)

**ITEM NO. 20 – Steel Sheet Piles – VH 25:**

Construction of 475 L.F. of steel sheet piling  
Bulkhead with 25 vertical feet, complete, in place, as specified at section 511  
as shown on the project plans at  
a unit price of \$ \_\_\_\_\_ per linear foot or. . . . . \$ \_\_\_\_\_

**ITEM NO. 21 – Steel Sheet Piles – VH 12:**

Construction of 12 L.F. of steel sheet piling  
Bulkhead with 12 vertical feet, complete, in place, as specified at section 511  
as shown on the project plans at  
a unit price of \$ \_\_\_\_\_ per linear foot or. . . . . \$ \_\_\_\_\_

**ITEM NO. 22 – Bent Plate Cap for Steel Sheet Piles:**

Construction of 19,020 L.F. of a bent plate cap for steel sheet piling,  
complete, in place, as specified at section 511  
as shown on the project plans at  
a unit price of \$ \_\_\_\_\_ per linear foot or. . . . . \$ \_\_\_\_\_

**ITEM NO. 23 – Geotextile Anti Scour Overwash Apron:**

Construction of 19,020 L.F. of a an anti scour apron,  
complete, in place, as specified at section 511  
as shown on the project plans at  
a unit price of \$ \_\_\_\_\_ per linear foot or. . . . . \$ \_\_\_\_\_

**ITEM NO. 24 – Steel Ladder:**

Construction of 109 Units of a steel ladder complete,  
in place, as specified at section 511  
as shown on the project plans at  
a unit price of \$ \_\_\_\_\_ per unit or. . . . . \$ \_\_\_\_\_

**ITEM NO. 25 – Revetment Stone:**

Construction of 1,010 TONS of stone revetment as specified in section 603  
including all cap stone, core stone, stone bedding, mat stone  
and, filter fabric, complete and in place as  
shown on the project plans, at a unit  
price of \$ \_\_\_\_\_ per TON or. . . . . \$ \_\_\_\_\_

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

\_\_\_\_\_  
(Name of Local Contracting Unit)

\_\_\_\_\_  
(Name of Construction/Public Works Project)

\_\_\_\_\_  
(Project or Bid Number)

Pursuant to Section 102 – Bidding Requirements and Conditions, Sub-section 102.03 – Revisions Before Submitting a Bid, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit's record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

Local Unit Reference Number Or Title of Addendum/Revision	How Received (mail, fax, Pick-up, etc.)	Date Received
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

NO ADDENDA WAS RECEIVED

Acknowledgement by Bidder:

Name of Bidder: \_\_\_\_\_

By Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

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

# Attachment 1

Steel Sheet Pile Dune Restoration Project  
Township of Brick, Borough of Mantoloking

Bureau of Coastal Engineering Project No. 4256-14; 4257-14  
Federal Project No. ER-NJ13 (004)

## Estimate of Quantities (revised)

ITEM NO.	PAY ITEM	UNIT	Plan Sheet	If and Where	CONTRACT QUANTITY
1	Mobilization	LUMP SUM	1.00	NA	1.00
2	Construction Field Office	LUMP SUM	1.00	NA	1.00
3	Telephone Service	ALLOWANCE	NA	NA	\$ 5,000.00
4	Construction Layout and Monument	LUMP SUM	1.00	NA	1.00
5	Traffic Control	LUMP SUM	1.00	NA	1.00
6	Traffic Directors, Municipal Police	ALLOWANCE	NA	NA	\$ 100,000.00
7	Fuel Price Adjustment	ALLOWANCE	NA	NA	\$ 5,000.00
8	Final Cleanup	LUMP SUM	1.00	NA	1.00
9	Excavation, Unclassified (Mechanical Transfer)	HOURS	0.00	640.00	640.00
10	Steel Sheet Pile - VH 45	LINEAR FOOT	18,530.00	0.00	18,530.00
11	Steel Sheet Pile - VH 44	LINEAR FOOT	43.00	0.00	43.00
12	Steel Sheet Pile - VH 43	LINEAR FOOT	55.00	0.00	55.00
13	Steel Sheet Pile - VH 42	LINEAR FOOT	60.00	0.00	60.00
14	Steel Sheet Pile - VH 41	LINEAR FOOT	40.00	0.00	40.00
15	Steel Sheet Pile - VH 40	LINEAR FOOT	40.00	0.00	40.00
16	Steel Sheet Pile - VH 39	LINEAR FOOT	60.00	0.00	60.00
17	Steel Sheet Pile - VH 38	LINEAR FOOT	48.00	0.00	48.00
18	Steel Sheet Pile - VH 37	LINEAR FOOT	40.00	0.00	40.00
19	Steel Sheet Pile - VH 36	LINEAR FOOT	93.00	0.00	93.00
20	Steel Sheet Pile - VH 25	LINEAR FOOT	475.00	0.00	475.00
21	Steel Sheet Pile - VH 12	LINEAR FOOT	12.00	0.00	12.00
22	Bent Plate Cap for Steel Sheet Piles	LINEAR FOOT	19,020.00	0.00	19,020.00
23	Geotextile Anti-Scour Overwash Apron	LINEAR FOOT	19,020.00	0.00	19,020.00
24	Steel Ladder	UNIT	99.00	10.00	109.00
25	Revetment Stone	TON	1,010.00	0.00	1,010.00
26	Project Sign	LUMP SUM	1.00	NA	1.00
27	Structure Monitoring	LUMP SUM	1.00	NA	1.00



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NATURAL & HISTORIC RESOURCES  
Office of Engineering & Construction

CHRIS CHRISTIE  
*Governor*

BOB MARTIN  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

Date: February 26, 2014  
To: All Interested Bidders  
Re: Clarification # 1,  
NJDEP OFFICE OF ENGINEERING & CONSTRUCTION  
PROJECT NUMBERS 4256-14 & 4257-14

**A copy of Addendum No. 1, a copy of the within Clarification No.1, and a signed copy of "Acknowledgement of Receipt of Changes to Bid Document Form" listing receipt of Addendum No. 1 and Clarification No. 1 must accompany your bid submission to be deemed complete. Failure to include these forms in your bid package shall show cause for rejection of bid.**

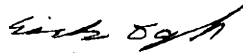
This clarification is being issued to the re-advertisement for the Steel Sheet Pile Dune Restoration Project, Borough of Mantoloking & Township of Brick, Ocean County, New Jersey as advertised on February 10, 2014.

- 1) The checklist provided on the backside of the bid envelope should be deleted and not completed by the bidder.
- 2) The following forms/documents must be included in the bid submittal: Bid Proposal Form, Bid Bond, Corporate Resolution, Proper Bid Envelope, Assurance Statement, Contractor Qualification Affidavit, Disclosure of Activities in Iran, McBride Principles, and Statement of Joint Venture (If Applicable). **DO NOT** provide the "Vendor Certification and Political Contributions".
- 3) The Bid Date for this project shall remain **Tuesday**, March 4, 2014 at 10:00 AM (prevailing time).
- 4) Except as amended in Addendum No.1 & Clarification No. 1, all other terms and conditions of the Project Plans & Specifications remain the same.
- 5) **A copy of Addendum No. 1, a copy of the within Clarification No.1, and a signed copy of "Acknowledgement of Receipt of Changes to Bid Document Form" listing receipt of Addendum No. 1 and Clarification No. 1 must accompany your bid submission to be deemed complete. Failure to include these forms in your bid package shall show cause for rejection of bid.**

Bids are deemed submitted by a bidder for this work with the understanding and full consideration of this clarification. The revisions in this Clarification are deemed a part of the Contract Documents and shall supersede the Specifications & Addendum No. 1.

This clarification is being initially distributed to all current plan-holders via fax with an official hard-copy to be sent via UPS. Please send verification of receipt of the clarification to Erick Doyle of this office via email to [erick.doyle@dep.state.nj.us](mailto:erick.doyle@dep.state.nj.us). If you have any further questions, please contact Erick Doyle at (732) 255-0767.

Sincerely,



<sup>for</sup>  
William Dixon, Acting Manager  
Bureau of Coastal Engineering



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NATURAL & HISTORIC RESOURCES  
Office of Engineering & Construction

CHRIS CHRISTIE  
*Governor*

BOB MARTIN  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

Date: February 28, 2014  
To: All Interested Bidders  
Re: Clarification # 2,  
NJDEP OFFICE OF ENGINEERING & CONSTRUCTION  
PROJECT NUMBERS 4256-14 & 4257-14

**A copy of Addendum No. 1, a copy of the Clarification No. 1, a copy of the within Clarification No. 2, and a signed copy of "Acknowledgement of Receipt of Changes to Bid Document Form" listing receipt of Addendum No. 1, Clarification No. 1, and Clarification No. 2 must accompany your bid submission to be deemed complete. Failure to include these forms in your bid package shall show cause for rejection of bid.**

This clarification is being issued to the re-advertisement for the Steel Sheet Pile Dune Restoration Project, Borough of Mantoloking & Township of Brick, Ocean County, New Jersey as advertised on February 10, 2014.

Please note that the "Corporate Resolution Statement" is statement that the signatory has the authority to submit a bid on behalf of the bidding contractor and is an essential part of this contract. Failure to include this statement in your bid package shall show cause for rejection of bid. An acceptable template for this statement is attached and can also be found under the "Contract Forms" section on the following webpage below (NOTE: please change "Transportation" to "Environmental Protection" in the form):

<http://www.state.nj.us/transportation/business/procurement/ConstrServ/curradvproj.shtm>

The Bid Date for this project shall remain **Tuesday, March 4, 2014 at 10:00 AM** (prevailing time). Bids are deemed submitted by a bidder for this work with the understanding and full consideration of this clarification. The revisions in this clarification are deemed a part of the Contract Documents and shall supersede the Specifications, Addendum No. 1, and Clarification No. 1.

This clarification is being initially distributed to all current plan-holders via fax and email with an official hard-copy to be sent via UPS. Please send verification of receipt of the clarification to Erick Doyle of this office via email to [erick.doyle@dep.state.nj.us](mailto:erick.doyle@dep.state.nj.us). If you have any further questions, please contact Erick Doyle at (732) 255-0767.

Sincerely,

William Dixon, Acting Manager  
Bureau of Coastal Engineering

1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753  
Tel: (732) 255-0770 – Fax: (732) 255-0774

*New Jersey is an Equal Opportunity Employer Printed on Recycled Paper and Recyclable*

(FIRM NAME) on Company Letterhead

CORPORATE RESOLUTION

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that \_\_\_\_\_, and \_\_\_\_\_ (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 as may be legally, properly and reasonably 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 **Environmental Protection**, specifically (**Complete & Full Project Description w/ DP #**) \_\_\_\_\_.

I, \_\_\_\_\_, Secretary of a Corporation of \_\_\_\_\_ (State) CERTIFY that this is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of the corporation called for that purpose and held on \_\_\_\_\_ (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 is in full force and effect as of the date hereof.

DATED: \_\_\_\_\_

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

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

**AFFIX CORPORATE SEAL**





## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NATURAL & HISTORIC RESOURCES  
Office of Engineering & Construction

CHRIS CHRISTIE  
*Governor*

BOB MARTIN  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

Date: March 4, 2014  
To: All Interested Bidders  
Re: Addendum # 2,  
NJDEP OFFICE OF ENGINEERING & CONSTRUCTION  
PROJECT NUMBERS 4256-14 & 4257-14

This addendum is being issued to the contract for the re-advertisement of the Steel Sheet Pile Dune Restoration Project, Borough of Mantoloking, Township of Brick, Ocean County, New Jersey as advertised on February 10, 2014.

**1.) Please be advised that due to the State of Emergency issued by the Governor and subsequent closure of all state offices for Monday, March 3, 2014, the Bid Date for the project has been delayed to Thursday, March 6, 2014 at 10:00 AM (prevailing time). Except as amended in Addendum No. 1, Addendum No. 2, Clarification No. 1, and Clarification No. 2 all other terms and conditions of the Project Plans & Specifications remain the same.**

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum shall supercede the Specifications and Project Plans and are an essential part of the contract. Please note that a copy of this addendum and a signed copy of the attached "Acknowledgement of Receipt of Changes to Bid Document Form" must accompany your bid submission to be deemed complete. Failure to include this addendum and form in your bid package shall show cause for dismissal of said bid.

This addendum is being initially distributed to all current plan-holders via fax and email with an official hard-copy to be sent via UPS. Please send verification of receipt of the addendum to Erick Doyle of this office via email to [erick.doyle@dep.state.nj.us](mailto:erick.doyle@dep.state.nj.us). If you fail to receive all three (3) pages of this Addendum No. 2, which includes the Cover Letter (1 page), Revised Bid Proposal Page P-1 (1 Page), and Notice of Delay of Bid (1 Page), please contact Erick Doyle at (732) 255-0767.

Sincerely,

William Dixon, Acting Manager  
Bureau of Coastal Engineering



**State of New Jersey**

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NATURAL & HISTORIC RESOURCES  
Office of Engineering & Construction

CHRIS CHRISTIE  
*Governor*

BOB MARTIN  
*Commissioner*

KIM GUADAGNO  
*Lt. Governor*

Date: March 4, 2014

To: All Interested Bidders

Re: Notice of Delay of Bid  
NJDEP OFFICE OF ENGINEERING & CONSTRUCTION  
PROJECT NUMBERS 4256-14 & 4257-14

Due to the State of Emergency issued by the Governor and subsequent closure of all state offices for Monday, March 3, 2014, the Bid Date for the project has been delayed to **Thursday, March 6, 2014 at 10:00 AM** (prevailing time). If you have any further questions, please contact Erick Doyle at (732) 255-0767.

Sincerely,

William Dixon, Acting Manager  
Bureau of Coastal Engineering

4256-14 & 4257-14  
Proposal (1)

**PROPOSAL**

BUREAU OF COASTAL ENGINEERING  
PROJECT NOS. 4256-14 & 4257-14  
FEDERAL PROJECT NO. ER-NJ13 (004)

Department of Environmental Protection  
Office of Engineering & Construction  
1510 Hooper Avenue  
Toms River, New Jersey 08753

March 6, 2014  
(Bid Date)

\_\_\_\_\_  
Contractor Name (print or type)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City / State / Zip

Dear Sir or Madam:

In accordance with your readvertisement on February 10, 2014 inviting proposals for the Steel Sheet Pile Dune Restoration Project, in the Township of Brick and Borough of Mantoloking, Ocean County, New Jersey and subject to the conditions and requirements thereof, and to the Specifications dated February 10, 2014, both of which are attached hereto and so far as they relate to this proposal are made a part of it, I (or we) will provide all necessary material, equipment, 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 Manager and the Resident Engineers/Inspectors under him, for the consideration of the bid specified and outlined as follows:

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

**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.

**P-1 Revised**

4256-14 & 4257-14

Proposal (1)

**PROPOSAL**

BUREAU OF COASTAL ENGINEERING  
PROJECT NOS. 4256-14 & 4257-14  
FEDERAL PROJECT NO. ER-NJ13 (004)

Department of Environmental Protection  
Office of Engineering & Construction  
1510 Hooper Avenue  
Toms River, New Jersey 08753

March 6, 2014  
(Bid Date)

EIC Associates, Inc.  
Contractor Name (print or type)

140 Mountain Ave.  
Street Address

Springfield, NJ 07081  
City / State / Zip

Dear Sir or Madam:

In accordance with your readvertisement on February 10, 2014 inviting proposals for the Steel Sheet Pile Dune Restoration Project, in the Township of Brick and Borough of Mantoloking, Ocean County, New Jersey and subject to the conditions and requirements thereof, and to the Specifications dated February 10, 2014, both of which are attached hereto and so far as they relate to this proposal are made a part of it, I (or we) will provide all necessary material, equipment, 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 Manager and the Resident Engineers/Inspectors under him, for the consideration of the bid specified and outlined as follows:

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

**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.

## **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.

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. CERTIFICATION FOR FEDERAL AID CONTRACTS**

That 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 any federal 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.

That 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 federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, US code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

**V. THIS SECTION IS RESERVED.**

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

That he shall meet the requirements of the Disadvantaged Business Enterprises utilization attachment in order to ensure that Disadvantaged Business Enterprises, as defined in that attachment, have the maximum opportunity to compete for and perform subcontracts.

**VII. DEBARMENT**

That he and his 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.

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.

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Shall insert form FHWA 1273 in each subcontract and shall require its inclusion in any lower tier subcontract, purchase order, or transaction that may in turn be made.

**VIII. THIS SECTION IS DELETED FROM FEDERALLY FUNDED PROJECTS.**

**IX. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

See attached.

**X. MCBRIDE PRINCIPLES CERTIFICATION**

See attached.

**XI. CONTRACTOR'S QUALIFICATION AFFIDAVIT**

See attached.

**XII. STATEMENT OF JOINT VENTURE (IF APPLICABLE)**

See attached.

**Where the bidder is unable to certify to any of the statements in this certification, the bidder shall explain below.**

**BIDDING SCHEDULE**

**ITEM NO. 1 – Mobilization:**

The completion of all mobilization as specified  
in Section 154, as shown on the project plans for the  
lump sum of .....

\$ 2,100,200<sup>-</sup>

**ITEM NO. 2 – Construction Field Office:**

The completion of a field office as specified  
in Section 155, complete and in place,  
as shown on the project plans,  
for the lump sum of .....

\$ 60,000<sup>-</sup>

**ITEM NO. 3 – Telephone Service:**

The completion of all toll calls made by the Manager or Inspector  
as specified in Section 155,  
for the allowance of .....

\$ 5,000.00

**ITEM NO. 4 – Construction Layout and Monument:**

The completion of all construction layout and monument work  
as specified in Section 157, complete  
and in place and as shown on the project plans,  
for the lump sum of .....

\$ 95,000<sup>-</sup>

**ITEM NO. 5 – Traffic Control:**

The preparation of and implementation of a traffic control, pedestrian through work zone and  
staging area plan and appropriate signage as specified in Section 159, complete  
and in place per the review and approval by the Department,  
for the lump sum of .....

\$ 70,000<sup>-</sup>

**ITEM NO. 6 – Traffic Director, Municipal Police:**

The completion of all traffic direction, municipal police  
as specified in Section 159, complete  
and in place and as shown on the project plans,  
for the allowance of .....

\$ 100,000.00

**ITEM NO. 7 – Fuel Price Adjustment:**

The adjustment of price for fuel usage as specified  
in section 160 at an allowance of .....

\$ 5,000.00



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**ITEM NO. 8 – Final Cleanup:**

The completion of all final cleanup at the conclusion of the project as specified in Section 161, complete,

for the lump sum of .....\$ 10,000<sup>-</sup>

**ITEM NO. 9 – Excavation, Unclassified (Mechanical Transfer) (If and Where):**

Construction of 640 Hours for the utilization of a bulldozer and operator for sand transfer activities, as specified at section 202 complete in place, as shown on the project plans at a unit

price of \$ 180<sup>-</sup> per hour or .....\$ 115,200<sup>-</sup>

**ITEM NO. 10 – Steel Sheet Piles – VH 45:**

Construction of 18,530 L.F. of steel sheet piling Bulkhead with 45 vertical feet, complete, in place, as specified at section 511 as shown on the project plans at

a unit price of \$ 1000<sup>-</sup> per linear foot or .....\$ 18,530,000<sup>-</sup>

**ITEM NO. 11 – Steel Sheet Piles – VH 44:**

Construction of 43 L.F. of steel sheet piling Bulkhead with 44 vertical feet, complete, in place, as specified at section 511 as shown on the project plans at

a unit price of \$ 990<sup>-</sup> per linear foot or .....\$ 42,570<sup>-</sup>

**ITEM NO. 12 – Steel Sheet Piles – VH 43:**

Construction of 55 L.F. of steel sheet piling Bulkhead with 43 vertical feet, complete, in place, as specified at section 511 as shown on the project plans at

a unit price of \$ 980<sup>-</sup> per linear foot or .....\$ 53,900<sup>-</sup>

**ITEM NO. 13 – Steel Sheet Piles – VH 42:**

Construction of 60 L.F. of steel sheet piling Bulkhead with 42 vertical feet, complete, in place, as specified at section 511 as shown on the project plans at

a unit price of \$ 980<sup>-</sup> per linear foot or .....\$ 58,800<sup>-</sup>

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**ITEM NO. 14 – Steel Sheet Piles – VH 41:**

Construction of 40 L.F. of steel sheet piling  
Bulkhead with 41 vertical feet, complete, in place, as specified at section 511  
as shown on the project plans at

a unit price of \$ 980 per linear foot or ..... \$ 39,200

**ITEM NO. 15 – Steel Sheet Piles – VH 40:**

Construction of 40 L.F. of steel sheet piling  
Bulkhead with 40 vertical feet, complete, in place, as specified at section 511  
as shown on the project plans at

a unit price of \$ 920 per linear foot or ..... \$ 36,800

**ITEM NO. 16 – Steel Sheet Piles – VH 39:**

Construction of 60 L.F. of steel sheet piling  
Bulkhead with 39 vertical feet, complete, in place, as specified at section 511  
as shown on the project plans at

a unit price of \$ 960 per linear foot or ..... \$ 57,600

**ITEM NO. 17 - Steel Sheet Piles – VH 38:**

Construction of 48 L.F. of steel sheet piling  
Bulkhead with 38 vertical feet, complete, in place, as specified at section 511  
as shown on the project plans at

a unit price of \$ 940 per linear foot or ..... \$ 45,120

**ITEM NO. 18 – Steel Sheet Piles – VH 37:**

Construction of 40 L.F. of steel sheet piling  
Bulkhead with 37 vertical feet, complete, in place, as specified at section 511  
as shown on the project plans at

a unit price of \$ 920 per linear foot or ..... \$ 36,800

**ITEM NO. 19 – Steel Sheet Piles – VH 36:**

Construction of 93 L.F. of steel sheet piling  
Bulkhead with 36 vertical feet, complete, in place, as specified at section 511  
as shown on the project plans at

a unit price of \$ 920 per linear foot or ..... \$ 85,560

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**ITEM NO. 20 – Steel Sheet Piles – VH 25:**

Construction of 475 L.F. of steel sheet piling  
Bulkhead with 25 vertical feet, complete, in place, as specified at section 511  
as shown on the project plans at  
a unit price of \$ 670 per linear foot or ..... \$ 318,250

**ITEM NO. 21 – Steel Sheet Piles – VH 12:**

Construction of 12 L.F. of steel sheet piling  
Bulkhead with 12 vertical feet, complete, in place, as specified at section 511  
as shown on the project plans at  
a unit price of \$ 340 per linear foot or ..... \$ 4080

**ITEM NO. 22 – Bent Plate Cap for Steel Sheet Piles:**

Construction of 19,020 L.F. of a bent plate cap for steel sheet piling,  
complete, in place, as specified at section 511  
as shown on the project plans at  
a unit price of \$ 50 per linear foot or ..... \$ 951,000

**ITEM NO. 23 – Geotextile Anti Scour Overwash Apron:**

Construction of 19,020 L.F. of a an anti scour apron,  
complete, in place, as specified at section 511  
as shown on the project plans at  
a unit price of \$ 26 per linear foot or ..... \$ 494,520

**ITEM NO. 24 – Steel Ladder:**

Construction of 109 Units of a steel ladder complete,  
in place, as specified at section 511  
as shown on the project plans at  
a unit price of \$ 1800 per unit or ..... \$ 196,200

**ITEM NO. 25 – Revetment Stone:**

Construction of 1,010 TONS of stone revetment as specified in section 603  
including all cap stone, core stone, stone bedding, mat stone  
and, filter fabric, complete and in place as  
shown on the project plans, at a unit  
price of \$ 120 per TON or ..... \$ 121,200

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**ITEM NO. 26 – Project Sign:**

The completion of a project sign  
as specified in Section 9999, complete  
and in place and as shown on the project plans,  
for the lump sum of .....

\$ 3000

**ITEM NO. 27 – Structure Monitoring:**

The completion of all structure monitoring  
as specified in Section 24:00, complete  
and in place for the lump sum of .....

\$ 200,000

**TOTAL AMOUNT OF BID** .....

\$ 23,837,000

**AMOUNT OF CERTIFIED CHECK OR BID BOND** .....

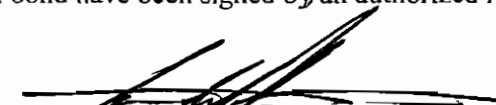
\$ 2,383,700

(Minimum of 10% of total amount of bid)

I (or we) understand that work under this project will not commence until a signed contract is in my (our) possession and that this may be as long as 45 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, public works contractor registration, and proposal bond have been signed by an authorized representative of the bidder.

  
Signature of Contractor

JOSEPH A. BRANCO  
Print Name of Contractor

President  
Title



Federal I.D. Number

LPFLUG@ELCASSOCIATES.COM  
Email


973-315-0208  
Telephone Number



**CONTRACTOR'S QUALIFICATION AFFIDAVIT**

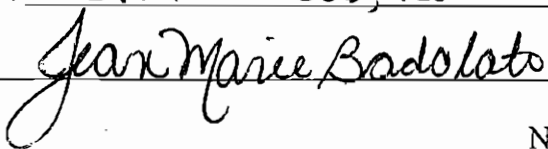
This is to certify under oath that as of the end of the calendar month immediately preceding the date of the proposal of which this affidavit is a part, the financial equipment, and personnel condition of the within named bidder is as good as or better than that upon which said bidder was last classified or reclassified in accordance with N.J.S.A.

52:35 and the Regulations adopted by the Department of Environmental Protection, and filed in the Office of the Secretary of State. February 26, 1960, 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.

  
\_\_\_\_\_  
Name: JOSEPH A. BRANCO  
Title: PRESIDENT

Sworn and Subscribed  
before me this

4<sup>th</sup> day of MARCH 20 14

at SPRINGFIELD, NJ  
  
\_\_\_\_\_  
Notary Public

**Jean Marie Badolato**  
**Notary Public, State of New Jersey**  
**No. 2254010**  
**Qualified in Union County**  
**Commission Expires June 24, 2018**

I/We Understand that the bidding and award of contract will be pursuant to Sections 1:00 et seq. and 100 et seq. of these specifications.

Accompanying this proposal is a:

- Certified check in the sum of \$ \_\_\_\_\_
- Bid Bond in the amount of \$ 2,383,700

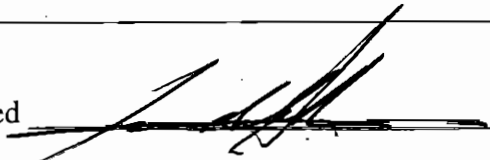
Guaranteed payable to the Department of Environmental Protection which check I (or We) agree is to be forfeited as liquidated damages and not as a penalty, if in this case the proposal is found to be the lowest contract awarded thereon, the undersigned shall fail under the conditions of the proposal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

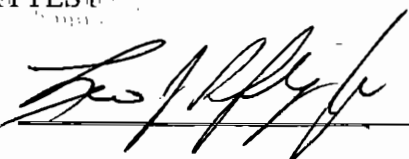
Under the laws of the State of NEW JERSEY

- The undersigned is a
- partnership
  - corporation
  - individual

Having its principal office at 140 Mountain Ave., Suite 303  
Springfield, NJ 07081

Signed   
Name JOSEPH A. BRUNO  
Title PRESIDENT





STATE OF NEW JERSEY - DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: 4256-14 & 4257-14 Bidder/Offeror: EC Associates, Inc

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.  
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 or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging 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>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, she 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

**PLEASE CHECK THE APPROPRIATE BOX:**

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's 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"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

**OR**

I am unable to certify as above because the 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 will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____	_____
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

**ADD AN ADDITIONAL ACTIVITIES ENTRY**

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): JOSEPH A. BRANCO

Signature: \_\_\_\_\_

Title: PRESIDENT

Date: MARCH 4, 2014



**MACBRIDE PRINCIPLES FORM****BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION  
IN COMPLIANCE WITH MACBRIDE PRINCIPLES  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such 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.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

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

Signature:



Print Name:

JOSEPH A. BRUNO

Title:

PRESIDENT

Firm Name:

ERIC ASSOCIATES, INC

Date:

MARCH 4, 2014

STATEMENT OF JOINT VENTURE

STATE OF NEW JERSEY }
COUNTY OF } SS:

We, the undersigned, being duly sworn according to law, upon our respective oaths depose and say that:

1. The Contractor, under whose name we have affixed our respective signatures, has duly authorized and empowered us to execute this STATEMENT OF JOINT VENTURE in the name of and on behalf of such Contractor for the purposes herein set forth.

2. The following named Contractors:

- (a) N.A. [ ] Individual [ ] Partnership [ ] Corporation
(b) [ ] Individual [ ] Partnership [ ] Corporation
(c) [ ] Individual [ ] Partnership [ ] Corporation

each of whom is Pre-qualified to bid for work of the New Jersey Department of Environmental Protection, pursuant to regulations covering the classification of prospective bidders heretofore adopted by the commissioner of Environmental Protection, have entered into a Joint Venture for the special purpose of carrying on the work and improvement hereinafter described.

3 Under the provisions of such Joint Venture the assets of each of the Contractors named in Paragraph 2 hereof, and in case any Contractor so named above is a Partnership the assets of the individual members of such Partnership, will be available for the performance of such Joint Venture and liable thereon and for all obligations incurred in connection therewith.

4 The assets and liabilities of the named Contractors for whom we respectively execute this Statement of Joint Venture are now substantially the same as set forth in the last Contractor's Financial and equipment statement filed with the State Commissioner of Environmental Protection for purpose of pre-qualification.

5 This Statement of Joint Venture is executed so that the named Contractors may, under such Joint Venture, bid upon the work and improvement herein mentioned and they may, if the successful bidder thereon, be awarded the contract for such work and improvement. Any, Bid, Bond and Contract relating to the work and improvement hereinafter specified shall be executed by any person authorized to bind any Contractor to this Joint Venture, and when so executed shall bind this Joint Venture and each and every Contractor named herein, severally and jointly. Simultaneous with execution of the Contract, the Joint Venturers shall designate and appoint a Project Supervisor to act as their true and lawful agent with full power and authority to do and perform any and all acts or things necessary to carry out the construction work set forth in said contract.

6 In consideration of being Pre-qualified to bid upon such work and improvements as Joint Venturers, we bind the Contractor for whom we respectively execute the Statement of Joint Venture in firm agreement with the New Jersey Department of Environmental Protection, that each of the representations set forth herein is true.

**STATEMENT OF JOINT VENTURE (Continued)**

7. The work and improvement for which the JOINT VENTURE has been entered into is identified as:

The Name of the JOINT VENTURE is:

Bid received on \_\_\_\_\_  
(Date)

Subscribed and sworn before me this  
\_\_\_\_\_ Day of  
\_\_\_\_\_, 2\_\_\_\_  
\_\_\_\_\_

(a) \_\_\_\_\_  
(Name of Contractor)

by: \_\_\_\_\_  
(Signature of representative)

\_\_\_\_\_  
(Name of Representative)

Subscribed and sworn before me this  
\_\_\_\_\_ Day of  
\_\_\_\_\_, 2\_\_\_\_  
\_\_\_\_\_

(a) \_\_\_\_\_  
(Name of Contractor)

by: \_\_\_\_\_  
(Signature of representative)

\_\_\_\_\_  
(Name of Representative)

Subscribed and sworn before me this  
\_\_\_\_\_ Day of  
\_\_\_\_\_, 2\_\_\_\_  
\_\_\_\_\_

(a) \_\_\_\_\_  
(Name of Contractor)

by: \_\_\_\_\_  
(Signature of representative)

\_\_\_\_\_  
(Name of Representative)

**TO BE EXECUTED BY EACH JOINT VENTURER**

**AUTHORIZATION AND DESIGNATION OF RESPECTIVE AFFIANTS TO THE STATEMENT OF JOINT VENTURE HERETO ATTACHED TO ACT FOR AND ON BEHALF OF THE CONTRACTORS NAMED IN PARAGRAPH 2 THEREOF;**

(a) \_\_\_\_\_ hereby certifies that

(Name of Contractor)

\_\_\_\_\_ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

\_\_\_\_\_ for the special purpose therein expressed.

(Name of Contractor)

Attest \_\_\_\_\_

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

(b) \_\_\_\_\_ hereby certifies that

(Name of Contractor)

\_\_\_\_\_ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

\_\_\_\_\_ for the special purpose therein expressed.

(Name of Contractor)

Attest \_\_\_\_\_

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

(c) \_\_\_\_\_ hereby certifies that

(Name of Contractor)

\_\_\_\_\_ has been and is hereby empowered

(Name of Representative)

to sign the STATEMENT OF JOINT VENTURE attached hereto as the authorized representative of

\_\_\_\_\_ for the special purpose therein expressed.

(Name of Contractor)

Attest \_\_\_\_\_

(Corporate Secretary, if Corporation) [Seal Necessary, if Corporation]

ACKNOWLEDGMENT OF RECEIPT OF CHANGES TO BID DOCUMENT FORM

NJODD OFFICE OF ENGINEERING + CONSTRUCTION  
 (Name of Local Contracting Unit)

STEEL SHEET PILE DUNE RESTORATION  
 (Name of Construction/Public Works Project)

4256-14 & 4257-14  
 (Project or Bid Number)

Pursuant to Section 102 – Bidding Requirements and Conditions, Sub-section 102.03 – Revisions Before Submitting a Bid, the undersigned bidder hereby acknowledges receipt of the following notices, revisions, or addenda to the bid advertisement, specifications or bid documents. By indicating date of receipt, bidder acknowledges the submitted bid takes into account the provisions of the notice, revision or addendum. Note that the local unit’s record of notice to bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

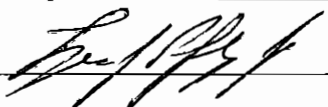
Local Unit Reference Number Or Title of Addendum/Revision	How Received (mail, fax, Pick-up, etc.)	Date Received
# 1	MAIL	2/20/14
CLARIFICATION #1	FAX	2/20/14
CLARIFICATION #2	FAX	2/20/14
#2	FAX	3/4/14

NO ADDENDA WAS RECEIVED

Acknowledgement by Bidder:

Name of Bidder: EIC ASSOCIATES INC.

By Authorized Representative: LEO J. PELUC, JR

Signature: 

Printed Name and Title: CHIEF ENGINEER

Date: 3/4/14



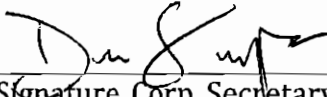
973-315-0200  
Fax 973-315-0218  
140 Mountain Ave., Suite 303  
Springfield, New Jersey 07081

## CORPORATE RESOLUTION

BE IT RESOLVED that the transaction herein referred to, being herewith approved, that **Joseph A. Branco, president and Andre B. Ameer, vice-president** of this corporation each individually have 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 as may be legally, properly and reasonably 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 Environmental Protection, specifically **Project Numbers 4256-14 and 4257-14, Steel Sheet Pile Dune Restoration, Borough of Mantoloking and Township of Brick, NJ.**

I, **Derek Serpe**, Secretary of a Corporation of **New Jersey** CERTIFY that this is a true copy of a Resolution as it appears in the records of the corporation and as was duly and legally adopted at a meeting of the Board of Directors of **EIC Associates, Inc.** the corporation called for that purpose and held on **March 3, 2014**, pursuant to and in accordance with the Certificate of Incorporation and By-Laws thereof; that it has not been modified, amended or rescinded, and is in full force and effect as of the date hereof.

DATED: 3/3/14

  
Signature, Corp. Secretary

**DEREK SERPE**  
Print Name, Corp. Secretary

AFFIX CORPORATE SEAL





973-315-0200  
Fax 973-315-0218  
140 Mountain Ave., Suite 303  
Springfield, New Jersey 07081

## CORPORATE RESOLUTION

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DATED: 4/18/14

  
Signature, Corp. Secretary

Derek Serpe  
Print Name, Corp. Secretary

AFFIX CORPORATE SEAL

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
BUREAU OF COASTAL ENGINEERING  
CODE OF ETHICS FOR VENDORS

**Introduction**

The New Jersey Department of Environmental Protection Bureau of Coastal Engineering (NJDEP-BCE) considers the maintenance of public trust and confidence essential to its proper functioning, and accordingly has adopted this vendors' Code of Ethics. Vendors who do business with the NJDEP-BCE must avoid all situations where proprietary or financial interests or the opportunity for financial gain could lead to favored treatment for any organization or individual. Vendors must also avoid circumstances and conduct which may not constitute actual wrongdoing, or a conflict of interest, but might nevertheless appear questionable to the general public thus compromising the integrity of the NJDEP-BCE.

This code, originally adopted on December 16, 1987, is based upon the principles established in Executive Order 189 and laws governing the Executive Commission on Ethical Standards, N.J.S.A. 52:13D-12 et seq., which, while not strictly applicable to contractors, provides general guidance in this area. Also, this code has been established pursuant to the authority embodied in N.J.S.A. 27:1A et seq., and for good cause.

This Code of Ethics shall be attached to every contract and agreement to which the NJDEP-BCE is a party. It shall be distributed to all parties who presently do business with the NJDEP-BCE and, to the extent feasible, to all those parties anticipating doing business with the NJDEP-BCE.

**NJDEP Code of Ethics for Vendors**

1. No vendor\* shall employ and NJDEP officer or employee in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
2. No vendor shall offer or provide any interest, financial or otherwise, direct or indirect, in the business of the vendor or professional activity in which the vendor is involved with the Department officer or employee.
3. No vendor shall cause or influence, or attempt to cause or influence any NJDEP officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of that NJDEP officer or employee.
4. No vendor shall cause or influence, or attempt to cause or influence any NJDEP officer or employee to use or attempt to use his or her official position to secure any unwarranted privileges or advantages for that vendor or for any other person.
5. No vendor shall offer any NJDEP officer or employee any gift, favor, service or other thing of value under circumstances from which it might be reasonably inferred that such gift, service or



other thing of value was given or offered for the purpose of influencing the recipient in the discharge of his or her official duties. In addition, officers or employees of the NJDEP will not be permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events or any other item, which could be construed as having more than nominal value.

*Note: This section would permit an NJDEP officer or employee to accept food or refreshments of relatively low monetary value provided during the course of a meeting, conference or other occasion where the employee is properly in attendance (for example – coffee, danish, tea or soda served during a conference break).*

*Acceptance of unsolicited advertising or promotional material of nominal value (such as inexpensive pens, pencils, or calendars) would also be permitted.*

Any questions as to what is or is not acceptable or what constitutes proper conduct for a Department officer or employee should be referred to the Department's Ethics Liaison Officer or his or her designee.

- 6. This code is intended to augment, not to replace, existing administrative order and the current Department Code of Ethics.**

**\*Vendor** is defined as any general contractor, subcontractor, consultant, person, firm, corporation or organization engaging in or seeking to do business with the NJDEP.

---

Chris Christie  
Governor

Kim Guadagno  
Lt. Governor

Bob Martin  
Commissioner



April 2014

THE PARTICULAR PREVAILING WAGE SCHEDULES  
INCLUDED IN THIS CONTRACT ARE NOT REPRINTED HERE  
DUE TO SIZE.

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

EIC Associates, Inc., 140 Mountain Avenue, Suite 303, Springfield, NJ 07081

as PRINCIPAL and Fidelity and Deposit Company of Maryland and Zurich American Insurance Company

with underwriting office at 1400 American Lane, Schaumburg, IL 60196

to which all communication in regard to this bond should be addressed, a corporation organized and existing under

The laws of the State of MD and NY and duly authorized to do business in the State of

New Jersey, as SURETY, are hereby held and firmly bound unto the State of New Jersey, Department of Environmental Protection, Mail Code 501-01A, POB 420, 501 East State St., First Fl, Trenton, NJ 08625 in the penal sum of \$ 23,837,000.00

Twenty Three Million Eight Hundred Thirty Seven Thousand and no/100 Dollars

for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED and SEALED this 15th day of April, in the year two thousand fourteen.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal Has been awarded a contract identified as:

Project No. 4256-14 & 4257-14; Steel Sheet Dune Restoration Project, Borough of Mantoloking; Township of Brick, Ocean County, New Jersey

which said contract, upon execution by the Commissioner of the Department of Environmental Protection of the State of New Jersey, and the Principal, will be a part of this bond the same as though set forth herein.

Now, if the said Principal shall pay all lawful claims of beneficiaries as defined by N.J.S.2A:44-143 for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implement or machinery furnished, used or consumed in carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any beneficiary as defined in N.J.S.2A:44-143 having a just claim, as well as for the party of the first part mentioned in the contract aforesaid; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefor, shall in any way affect the obligations of said Surety on its bond.

**-OVER-**

Project No. 4256-14 & 4257-14; Steel Sheet Dune Restoration  
Project, Borough of Mantoloking; Township of Brick,  
Ocean County, New Jersey

EIC Associates, Inc.

Witness or attest:

*Alexandra A. Mamenamy*  
Alexandra A. Mamenamy  
(ALSO PRINT OR TYPE NAME)

*[Signature]*  
Signature of Authorized Officer

PRINCIPAL  
Title of Principal

Joseph BRANCO  
(ALSO PRINT OR TYPE NAME)  
(AFFIX CORPORATE SEAL OF PRINCIPAL)

Fidelity and Deposit Company of Maryland and  
Zurich American Insurance Company

Witness or attest:

*Ann-Marie Rosalie*  
Ann-Marie Rosalie  
(ALSO PRINT OR TYPE NAME)

BY: *[Signature]*  
John P. Hyland, Attorney-In-Fact

Surety Telephone No. 847-605-6000  
(ALSO PRINT OR TYPE NAME)  
(AFFIX CORPORATE SEAL OF SURETY)

CERTIFICATION TO THE AUTHORITY OF THE  
ATTORNEY INFAC TO COMMIT THE SURETY COMPANY  
MUST ACCOMPANY THIS BOND

FOR DEPT. USE ONLY:

SURETY CHECKED BY: Erick Doyle E. [Signature]

TREASURY CIRCULAR 570 \$ 16,058,000 + 693,569,000

LICENSED IN NEW JERSEY Yes + Yes

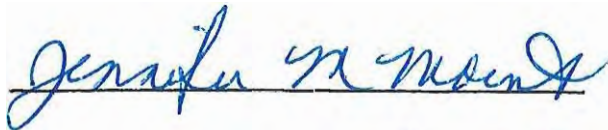
ACKNOWLEDGEMENT, IF A CORPORATION

STATE OF New Jersey

COUNTY OF Warren

On this 22 day of April, 2014 before me personally came Joseph Branco to me known to be the person duly sworn, did depose and say, that he/she resides in Bradley Beach, NJ. That he/she is President of corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Sworn before me the date set forth above



Notary Public

Jennifer M. Mount  
Notary Public  
State of New Jersey  
I.D. Number 2225660  
My Commission Expires 05-19-2014

**ACKNOWLEDGEMENT OF ANNEXED INSTRUMENT**

**Acknowledgement by Surety**

**STATE OF NJ**

**COUNTY OF Morris**

On this 15<sup>th</sup> day of April, 2014 before me personally came John P. Hyland who, being by me duly sworn, did depose and say that he/she is an Attorney-In-Fact of Fidelity and Deposit Company of Maryland and Zurich American Insurance Company and knows the corporate seal thereof; that the seal affixed to said instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he/she signed said instrument as an Attorney-In-Fact of said Company by like authority.



NOTARY PUBLIC

Susan Bulman-Ditchkus  
Notary Public of New Jersey  
My Commission Expires on March 24, 2016

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David J. SMITH, Lucy WONG, Lourdes SCHEEL, Susan BULMAN-DITCHKUS, Daryl LAFORGE and John P. HYLAND, all of New York, New York, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of May, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

By: \_\_\_\_\_

*Assistant Secretary  
Gerald F. Haley*

*Thomas O. McClellan*

*Vice President  
Thomas O. McClellan*

**State of Maryland  
City of Baltimore**

On this 18th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*



**Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015**

**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15 day of April, 2014.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President



# FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

## Statement of Financial Condition As Of December 31, 2012

### ASSETS

Bonds .....	\$ 157,177,826
Stocks .....	23,000,311
Cash and Short Term Investments.....	119,155
Reinsurance Recoverable .....	17,923,564
Other Accounts Receivable.....	35,473,256
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 233,694,113</b>

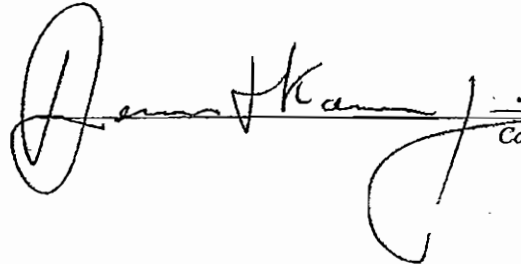
### LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses .....	\$ 74,782
Ceded Reinsurance Premiums Payable .....	48,323,524
Securities Lending Collateral Liability .....	1,716,240
<b>TOTAL LIABILITIES .....</b>	<b>\$ 50,114,546</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	178,579,567
Surplus as regards Policyholders.....	183,579,567
<b>TOTAL .....</b>	<b>\$ 233,694,113</b>

Securities carried at \$59,468,002 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$243,518,971 and surplus as regards policyholders \$193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.

  
Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

  
Notary Public



**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

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

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. §9305)

**Fidelity and Deposit Company of Maryland,**

surety on the attached bond, hereby certifies the following:

(1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.

(2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2012 which amounts have been certified on a Certification by PricewaterhouseCoopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

**Fidelity and Deposit Company of Maryland, \$183,579,567**

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2013 is as follows:

**Fidelity and Deposit Company of Maryland, \$16,058,000**

The amount of the bond to which the statement and certification is attached is \$ 23,837,000.00

(1) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

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

and;

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

**CERTIFICATE**

I, Geoffrey Delisio, as Vice President for Fidelity and Deposit, a corporation domiciled in Maryland, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



\_\_\_\_\_  
Geoffrey Delisio, Vice President

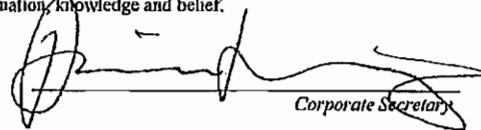
Dated: April 15, 2014

Effective: July 1, 2013

**ZURICH AMERICAN INSURANCE COMPANY**  
**COMPARATIVE BALANCE SHEET**  
**ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006**  
**As of December 31, 2012 and December 31, 2011**

	12/31/2012	12/31/2011
<b>Assets</b>		
Bonds	\$ 18,907,466,866	\$ 18,985,096,131
Preferred Stock	-	259,036
Common Stock	2,123,025,432	2,068,881,919
Other Invested Assets	2,035,077,824	2,065,634,039
Short-term Investments	126,053,209	107,298,374
Receivable for securities	134,410,839	18,523,294
Cash and cash equivalents	728,298,115	(128,716,627)
Securities lending reinvested collateral assets	225,335,750	120,821,061
Employee Trust for Deferred Compensation Plan	130,493,778	124,809,033
Total Cash and Invested Assets	\$ 24,410,161,814	\$ 23,362,606,260
Premiums Receivable	\$ 3,649,247,239	\$ 3,611,868,304
Funds Held with Reinsurers	3,681,443	28,073,922
Reinsurance Recoverable	215,451,507	233,357,918
Accrued Investment Income	121,729,727	149,372,442
Federal Income Tax Recoverable	930,267,731	788,664,462
Due from Affiliates	187,274,289	95,583,016
Other Assets	493,265,075	459,639,011
Total Assets	\$ 30,011,078,824	\$ 28,729,165,335
<b>Liabilities and Policyholders' Surplus</b>		
<b>Liabilities:</b>		
Loss and LAE Reserves	\$ 14,244,436,264	\$ 14,401,632,170
Unearned Premium Reserve	4,159,670,241	4,066,273,586
Funds Held with Reinsurers	212,412,675	218,214,563
Loss In Course of Payment	408,170,112	353,274,509
Commission Reserve	64,038,359	63,749,920
Federal Income Tax Payable	16,190,044	47,352,138
Remittances and Items Unallocated	196,410,982	69,677,903
Payable to parent, subs and affiliates	57,540,814	92,111,683
Provision for Reinsurance	66,649,220	60,498,188
Ceded Reinsurance Premiums Payable	551,510,878	278,235,370
Securities Lending Collateral Liability	225,335,750	120,821,061
Other Liabilities	2,166,453,164	1,938,544,837
Total Liabilities	\$ 22,368,818,502	\$ 21,710,385,928
<b>Policyholders' Surplus:</b>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,320
Surplus Notes	430,000,000	883,000,000
Special Surplus Funds	43,259,000	396,438,437
Cumulative Unrealized Gain	331,857,594	209,454,958
Unassigned Surplus	2,438,012,408	1,130,754,692
Total Policyholders' Surplus	\$ 7,642,260,323	\$ 7,018,779,407
Total Liabilities and Policyholders' Surplus	\$ 30,011,078,824	\$ 28,729,165,335

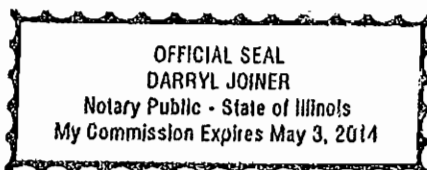
I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2012, according to the best of my information, knowledge and belief.

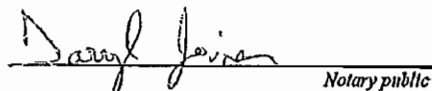
  
 Corporate Secretary

State of Illinois  
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.



  
 Notary public

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

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

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. §9305)

**Zurich American Insurance Company ,**

surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2012, which amounts have been certified on a Certification by PricewaterhouseCoopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

**Zurich American Insurance Company, \$7,642,260,323**

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2013 is as follows:

**Zurich American Insurance Company, \$693,569,000**

The amount of the bond to which the statement and certification is attached is \$ 23,837,000.00.

(1) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

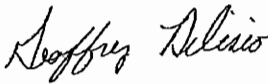
(a) The name and address of each such insurer under that contract and the amount of the reinsurer's participation in the contract is as follows:

and;

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

**CERTIFICATE**

I, Geoffrey Delisio, as Vice President for Zurich American Insurance Company, a corporation domiciled in New York, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



\_\_\_\_\_  
Geoffrey Delisio, Vice President

Dated: April 15, 2014

Effective: July 1, 2013

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

**EIC ASSOCIATES, INC., 140 MOUNTAIN AVENUE, SUITE 303, SPRINGFIELD, NJ 07081**

as PRINCIPAL and Fidelity and Deposit Company and Zurich American Insurance Company, with underwriting office at 1400 American Lane, Schaumburg, IL 60196 to which all communication in regard to this bond should be addressed, a corporation organized and existing under the laws of the State of MD and NY, and duly authorized to do business in the State of New Jersey, as SURETY, are hereby held and firmly bound unto the State of New Jersey, Department of Environmental Protection, Mail Code 501-01A, POB 420, 501 East State St., First Fl, Trenton, NJ 08625, in the penal sum of **Twenty Three Million Eight Hundred Thirty Seven Thousand and no/100 Dollars (\$23,837,000.00)** for payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

SIGNED and SEALED this 15<sup>th</sup> day of April, in the year two thousand fourteen.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT, WHEREAS, the above named Principal has been awarded a contract identified as:

**Project No. 4256-14 & 4257-14; Steel Sheet Dune Restoration Project, Borough of Mantoloking; Township of Brick, Ocean County, New Jersey**

which said contract, upon execution by the Commissioner of the Department of Environmental Protection of the State of New Jersey, and the Principal, will be a part of this bond the same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform each and every, all and singular, the things agreed by it (or them) to be done and performed according to the terms of said contract, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

**-OVER-**

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract, or in or to the plans or specifications therefore, shall in any way affect the obligations of said Surety on its bond.

Project No. 4256-14 & 4257-14; Steel Sheet Dune Restoration Project, Borough of Mantoloking; Township of Brick, Ocean County, New Jersey

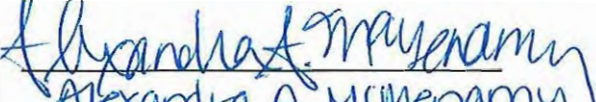
EIC ASSOCIATES, INC.

  
Signature of Authorized Officer


President  
Title of Principal

Joseph BRANCO  
(ALSO PRINT OR TYPE NAME)  
(AFFIX CORPORATE SEAL OF PRINCIPAL)

Witness or attest:


  
Alexandra A. McMenamy  
(ALSO PRINT OR TYPE NAME)

BY: Fidelity and Deposit Company of Maryland and Zurich American Insurance Company

  
John P. Hyland, Attorney-In-Fact

Surety Telephone No. 847-605-6000  
(ALSO PRINT OR TYPE NAME)  
(AFFIX CORPORATE SEAL OF SURETY)

Witness or attest:

  
Ann-Marie Rosalie  
(ALSO PRINT OR TYPE)

CERTIFICATION TO THE AUTHORITY OF THE ATTORNEY INFAC TO COMMIT THE SURETY COMPANY MUST ACCOMPANY THIS BOND

FOR DEPT. USE ONLY:

SURETY CHECKED BY: Erick Doyle

TREASURY CIRCULAR 570 \$ 16,058,000 ~~\$693,569,000~~

LICENSED IN NEW JERSEY Yes + Yes

ACKNOWLEDGEMENT, IF A CORPORATION

STATE OF New Jersey

COUNTY OF Warren

On this 22 day of April, 2014 before me personally came Joseph Branco to me known to be the person duly sworn, did depose and say, that he/she resides in Bradley Beach, NJ That he/she is President of corporation described in and which executed the foregoing instrument; that he/she knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Sworn before me the date set forth above

Jennifer M. Mount

Notary Public

Jennifer M. Mount  
Notary Public  
State of New Jersey  
I.D. Number 2225660  
My Commission Expires 05-19-2014

**ACKNOWLEDGEMENT OF ANNEXED INSTRUMENT**

**Acknowledgement by Surety**

**STATE OF**            **NJ**

**COUNTY OF**        **Morris**

**On this 15<sup>th</sup> day of April, 2014 before me personally came John P. Hyland who, being by me duly sworn, did depose and say that he/she is an Attorney-In-Fact of Fidelity and Deposit Company of Maryland and Zurich American Insurance Company and knows the corporate seal thereof; that the seal affixed to said instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a Certified Copy is hereto attached, and that he/she signed said instrument as an Attorney-In-Fact of said Company by like authority.**

  
**NOTARY PUBLIC**

Susan Bulman-Ditchkus  
Notary Public of New Jersey  
My Commission Expires on March 24, 2016



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David J. SMITH, Lucy WONG, Lourdes SCHEEL, Susan BULMAN-DITCHKUS, Daryl LAFORGE and John P. HYLAND**, all of New York, New York, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of May, A.D. 2012.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Gerald F. Haley*

By: \_\_\_\_\_  
*Assistant Secretary  
Gerald F. Haley*

*Thomas O. McClellan*

\_\_\_\_\_  
*Vice President  
Thomas O. McClellan*

**State of Maryland  
City of Baltimore**

On this 18th day of May, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and GERALD F. HALEY, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

\_\_\_\_\_  
Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2015



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 15 day of April, 2014.



*Geoffrey Delisio*

Geoffrey Delisio, Vice President

**FIDELITY AND DEPOSIT COMPANY**

OF MARYLAND

600 Red Brook Blvd., Suite 600, Owings Mills, MD 21117

**Statement of Financial Condition  
As Of December 31, 2012**

**ASSETS**

Bonds .....	\$ 157,177,826
Stocks .....	23,000,311
Cash and Short Term Investments.....	119,155
Reinsurance Recoverable .....	17,923,564
Other Accounts Receivable.....	35,473,256
<b>TOTAL ADMITTED ASSETS .....</b>	<b>\$ 233,694,113</b>

**LIABILITIES, SURPLUS AND OTHER FUNDS**

Reserve for Taxes and Expenses .....	\$ 74,782
Ceded Reinsurance Premiums Payable .....	48,323,524
Securities Lending Collateral Liability .....	1,716,240
<b>TOTAL LIABILITIES .....</b>	<b>\$ 50,114,546</b>
Capital Stock, Paid Up .....	\$ 5,000,000
Surplus .....	178,579,567
Surplus as regards Policyholders.....	183,579,567
<b>TOTAL .....</b>	<b>\$ 233,694,113</b>

Securities carried at \$59,468,002 in the above statement are deposited as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of December 31, 2012 market quotations for all bonds and stocks owned, the Company's total admitted assets would be \$243,518,971 and surplus as regards policyholders \$193,404,425.

I, DENNIS F. KERRIGAN, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2012.

  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois }  
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.

  
 \_\_\_\_\_  
 Notary Public



**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

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

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. §9305)

**Fidelity and Deposit Company of Maryland,**  
surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2012 which amounts have been certified on a Certification by PricewaterhouseCoopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

**Fidelity and Deposit Company of Maryland, \$183,579,567**

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2013 is as follows:

**Fidelity and Deposit Company of Maryland, \$16,058,000**

The amount of the bond to which the statement and certification is attached is \$ 23,837,000.00

(1) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:

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

and;

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

**CERTIFICATE**

I, Geoffrey Delisio, as Vice President for Fidelity and Deposit, a corporation domiciled in Maryland, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



\_\_\_\_\_  
Geoffrey Delisio, Vice President

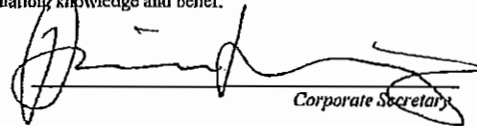
Dated: April 15, 2014

Effective: July 1, 2013

**ZURICH AMERICAN INSURANCE COMPANY**  
**COMPARATIVE BALANCE SHEET**  
**ONE LIBERTY PLAZA, 165 BROADWAY, 32nd FLOOR, NEW YORK, NY 10006**  
**As of December 31, 2012 and December 31, 2011**

	12/31/2012	12/31/2011
<b>Assets</b>		
Bonds	\$ 18,907,466,866	\$ 18,985,096,131
Preferred Stock	-	259,036
Common Stock	2,123,025,432	2,068,881,919
Other Invested Assets	2,035,077,824	2,065,634,039
Short-term Investments	126,053,209	107,298,374
Receivable for securities	134,410,839	18,523,294
Cash and cash equivalents	728,298,115	(128,716,627)
Securities lending reinvested collateral assets	225,335,750	120,821,061
Employee Trust for Deferred Compensation Plan	130,493,778	124,809,033
Total Cash and Invested Assets	\$ 24,410,161,814	\$ 23,362,606,260
Premiums Receivable	\$ 3,649,247,239	\$ 3,611,868,304
Funds Held with Reinsurers	3,681,443	28,073,922
Reinsurance Recoverable	215,451,507	233,357,918
Accrued Investment Income	121,729,727	149,372,442
Federal Income Tax Recoverable	930,267,731	788,664,462
Due from Affiliates	187,274,289	95,583,016
Other Assets	493,265,075	459,639,011
Total Assets	\$ 30,011,078,824	\$ 28,729,165,335
<b>Liabilities and Policyholders' Surplus</b>		
<b>Liabilities:</b>		
Loss and LAE Reserves	\$ 14,244,436,264	\$ 14,401,632,170
Unearned Premium Reserve	4,159,670,241	4,066,273,586
Funds Held with Reinsurers	212,412,675	218,214,563
Loss In Course of Payment	408,170,112	353,274,509
Commission Reserve	64,038,359	63,749,920
Federal Income Tax Payable	16,190,044	47,352,138
Remittances and Items Unallocated	196,410,982	69,677,903
Payable to parent, subs and affiliates	57,540,814	92,111,683
Provision for Reinsurance	66,649,220	60,498,188
Ceded Reinsurance Premiums Payable	551,510,878	278,235,370
Securities Lending Collateral Liability	225,335,750	120,821,061
Other Liabilities	2,166,453,164	1,938,544,837
Total Liabilities	\$ 22,368,818,502	\$ 21,710,385,928
<b>Policyholders' Surplus:</b>		
Common Capital Stock	\$ 5,000,000	\$ 5,000,000
Paid-In and Contributed Surplus	4,394,131,321	4,394,131,320
Surplus Notes	430,000,000	883,000,000
Special Surplus Funds	43,259,000	396,438,437
Cumulative Unrealized Gain	331,857,594	209,454,958
Unassigned Surplus	2,438,012,408	1,130,754,692
Total Policyholders' Surplus	\$ 7,642,260,323	\$ 7,018,779,407
Total Liabilities and Policyholders' Surplus	\$ 30,011,078,824	\$ 28,729,165,335

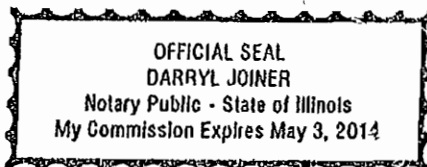
I, Dennis F. Kerrigan, Corporate Secretary of ZURICH AMERICAN INSURANCE COMPANY do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2012, according to the best of my information, knowledge and belief.

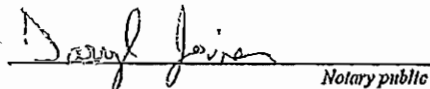
  
 \_\_\_\_\_  
 Corporate Secretary

State of Illinois  
 County of Cook

} SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2013.



  
 \_\_\_\_\_  
 Notary public

**SURETY DISCLOSURE STATEMENT AND CERTIFICATION**

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

(for use when surety(ies) have a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. §9305)

**Zurich American Insurance Company,**

surety on the attached bond, hereby certifies the following:

- (1) The surety meets the applicable capital and surplus requirements of R.S.17:17-6 or R.S.17:17-7 as of the surety's most current annual filing with the New Jersey Department of Insurance.
- (2) The capital and surplus, as determined in accordance with the applicable laws of this State, of the surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2012, which amounts have been certified on a Certification by PricewaterhouseCoopers, LLP and are included in the Annual Statement on file with the New Jersey Department of Insurance, 20 West State Street CN-325, Trenton, New Jersey 08625-0325.

**Zurich American Insurance Company, \$7,642,260,323**

With respect to each surety participating in the issuance of the attached bond that has received from the United States Secretary of the Treasury a certificate of authority pursuant to 31 U.S.C. §9305, the underwriting limitation established therein on July 1, 2013 is as follows:

**Zurich American Insurance Company, \$693,569,000**

The amount of the bond to which the statement and certification is attached is \$ 23,837,000.00

(1) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item (4) above exceeds the total underwriting limitation of all sureties on the bond as set forth in item (3) above, then for each such contract of reinsurance:


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

and;

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

**CERTIFICATE**

I, Geoffrey Delisio, as Vice President for Zurich American Insurance Company, a corporation domiciled in New York, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true, and ACKNOWLEDGE that, if any of those statements made by me are false, this bond is VOIDABLE.



\_\_\_\_\_  
Geoffrey Delisio, Vice President

Dated: April 15, 2014

Effective: July 1, 2013

Certificate Number  
632447

Registration Date: 09/03/2013  
Expiration Date: 09/02/2015



# 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:

509-633-8591

Responsible Representative(s):  
Joseph A. Branco, President  
Andre B. Ameer, Vice-President  
Derek Serpe, Secretary

Responsible Representative(s):

# 2013 Associates, Inc

*Harold J. Wirths*

Harold J. Wirths, 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

**Taxpayer Name:** EIC ASSOCIATES INC.  
**Trade Name:**  
**Address:** 140 MOUNTAIN AVE., SUITE 303  
SPRINGFIELD, NJ 07081-1725  
**Certificate Number:** 0716815  
**Effective Date:** June 25, 1998  
**Date of Issuance:** April 11, 2014

**For Office Use Only:**  
20140411110941831





NJDEP - Bureau of Coastal Engineering  
1510 Hooper Avenue, Suite 140, Toms River, New Jersey 08753  
Tel: (732) 255-0770 – Fax: (732) 255-0774