

STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION  
TRENTON, NEW JERSEY

**NOTICE TO CONTRACTORS**

Notice is hereby given that bid proposals will be received via the Internet until 10:00:59 A.M. on 12/29/15, downloaded, and publicly opened and read, from Bidders classified under N.J.S.A. 27:7-35.1 et seq.; in the CONFERENCE ROOM-A, 1st Floor F & A Building, New Jersey Department of Transportation, 1035 Parkway Avenue, Trenton, NJ 08625; for:

Re-Advertisement of Maintenance Dredging and Channel Improvements for Double Creek Mainland, Double Creek Inlet, High Bar Harbor and Barnegat Light Stake Channels, Contract No. 125201503, Township of Barnegat, Township of Ocean, Township of Long Beach, Township of Lacey and Borough of Barnegat Light, Ocean County; 100% State, UPC No: 201503, PE No: 6110108, CE No: 6935302, DP No: 15470.

Project Advertisement Date	12/3/15
Project Bid Date	12/29/15
Estimated Completion Date on	12/24/2016
Estimated Range	Range between \$5,000,000 to \$10,000,000
Cost of Plans and Contract Documents	Available at <a href="http://www.bidx.com">www.bidx.com</a> .
Contractors Prequalified in one of these	
Work Types are eligible to bid this project:	12

The principal items of work consist of:

<u>Quantity</u>	<u>Unit</u>	<u>Description</u>
125,455	CY	Dredging, Transportation and Place to CDF
12,780	CY	Dredging, Transportation and Place to Beachfill
88,884	CY	Confined Disposal Facility Construction

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31 (P.L 1975, c. 127); N.J.A.C. 17:27.

Pursuant to N.J.S.A. 19:44A-20.19, contractors must provide a Certification and Disclosure of Political Contribution Form prior to contract award.

Pursuant to N.J.S.A. 52:32-44, contractor must submit the Department of Treasury, Division of Revenue Business Registration of the contractor and any named subcontractors prior to contract award or authorization.

Pursuant to N.J.S.A. 34:11-56.51, contractors must be registered with the New Jersey Department of Labor, Division of Wage and hour Compliance at the time of bid.

Bids for the above project will be downloaded from the Bid Express website on the Project Bid date (subject to change by addenda) at 10:00:59 a.m. prevailing time, and will be read immediately thereafter. The Bidder must upload their bid prior to the hour named so that it is included in the letting download. Late bids can not be accepted. This is the only vehicle to bid this project; paper bids will not be accepted.

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 on or before the ESTIMATED COMPLETION DATE STATED ABOVE.

Plans, specifications, and bidding information for the proposed work are available at Bid Express website [www.bidx.com](http://www.bidx.com). You must subscribe to use this service. To subscribe, follow the instructions on the web site. Fees apply to downloading documents and plans and bidding access. The fee schedule is available on the web site. All fees are directly payable to Bid Express.

**PLEASE CHECK THE EXPIRATION DATE OF YOUR ASSIGNED CLASSIFICATION**

Copies of the current Standard Specifications may be acquired from the Department at the prevailing fee. Drawings and supplementary specifications may also be inspected (**BUT NOT OBTAINED**) by contracting organizations at our Design Field Offices at the following locations:

200 Stierli Court  
Mt. Arlington, NJ 07856  
Phone: 973-601-6690

One Executive Campus Rt. 70 West  
Cherry Hill, NJ 08002  
Phone: 856-486-6623

New Jersey Department of Transportation  
Division of Procurement  
Bureau of Construction Services  
1035 Parkway Avenue  
PO Box 600  
Trenton, NJ 08625

## **SPECIAL PROVISIONS**

**RE-ADVERTISEMENT OF MAINTENANCE DREDGING AND CHANNEL  
IMPROVEMENTS FOR DOUBLE CREEK MAINLAND, DOUBLE CREEK INLET,  
HIGH BAR HARBOR AND BARNEGAT LIGHT STAKE CHANNELS  
CONTRACT NO. 125201503  
TOWNSHIP OF BARNEGAT, TOWNSHIP OF OCEAN, TOWNSHIP OF LONG BEACH,  
TOWNSHIP OF LACEY AND BOROUGH OF BARNEGAT LIGHT,  
OCEAN COUNTY**

### **AUTHORIZATION OF CONTRACT**

The Contract is authorized by the provisions of Title 27 of the Revised Statutes of New Jersey and supplements thereto.

### **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 Special Provisions consist of the following:

Pages 1 to 50 inclusive.

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 Wholly State funded project Attachments that are located at the end of these Special Provisions:

1. State of New Jersey Equal Employment Opportunity Special Provisions for Construction Contracts Funded by Wholly or partially State Funds.
2. Payroll Requirements for 100 Percent State Projects.
3. Americans with Disabilities Act for 100 Percent State Funded Contracts.
4. Small Business Enterprise Utilization Attachment for 100% State Funded Contracts.
5. Notice of Executive Order 125 requirement for posting of winning proposal and contract documents.

The following additional project specific Attachments are located at the end of these Special Provisions:

1. Sample Equipment Schedule and Relevant Project Experience Form

The following additional project specific Attachments are posted for download on BidX:

1. Example of a Contractor's Daily Production Report – Hydraulic Cutterhead Dredging  
(ExampleDailyProductionCutterhead.xlsx)

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2. Technical Report on the Sampling and Testing of Sediment Superstorm Sandy: Waterway Debris Removal South Jersey Channels: St. George's Thorofare, Beach Creek Channel, Double Creek Channel, High Bar Harbor, Barnegat Light Stake (S Jersey Channels – BLS & DCM – ASI Job # 33-170 1 23 14.PDF).
3. Technical Report on the Sampling and Testing of Material from the Double Creek Inlet Channel, New Jersey (Double Creek Inlet 2 2015 – ASI#35-001\_020315.PDF).
4. Technical Report on the Sampling and Testing of Sediment from Double Creek Inlet and High Bar Harbor, Ocean County, NJ (DCI & HBH 5-2015 ASI Job 35049 051415.PDF).
5. Sampling and Testing Data of Sediment from Double Creek Mainland Channel Part 1 (DoubleCreekChannelBulkChemistry.XLS)
6. Sampling and Testing Data of Sediment from Double Creek Mainland Channel Part 2 (DoubleCreekChannelElutriateData.XLS)
7. State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology Waterfront Development Permit/Water Quality Cert./Acceptable Use Determination, NJDEP File No: 1500-14-0007.1, Barnegat Inlet Area Channels – Maintenance Dredging. (1500-14-0007.1\_Barnegat Inlet.pdf)
8. Department of the Army Permit, PERMITTEE AND PERMIT NUMBER: New Jersey Department of Transportation; CENAP-OP-R-2015-508-35 ISSUING OFFICE: Department of the Army; U.S. Army Corps of Engineers, Philadelphia District; Wannamaker Building – 100 Penn Square East; Philadelphia, Pennsylvania 19107 – 3390 (USACE Double Creek Inlet.PDF)
9. Oyster Creek confined disposal facility geotechnical data (Oyster Creek CDF Geotechnical Data.pdf)
10. Bathymetric Survey Data for the assessment of contract dredge quantities (Barnegat Channels XYZ Data – MLW.zip)
11. CADD File and associated references for Sheet 51 of 58. Oyster Creek CDF Construction Plan (Barnegat\_Channels\_Oyster\_Creek\_Construction\_Plan.zip)
12. State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology, Waterfront Development Permit/Acceptable Use Determination (AUD - MODIFICATION, NJDEP File No: 1533-02-0010.1, Project: Double Creek-Mainland Channel – Maintenance Dredging, Barnegat Township, Ocean County (1533-02-0010.1 MOD (DC MAINLAND).pdf)
13. Department of the Army, Philadelphia District Corps of Engineers, Regulatory Branch Permit CENAP-OP-R-2012-0018-76 (Permit Modification). Project Name: Double Creek Channel Maintenance Dredging. NJDEP No.: 1533-02-0010.1, CAF 120001, WFD 120001. Latitude & Longitude: 39.787749° N, -74.143450° W (CENAP-OP-R-2012-0018-76 Double Creek Channel USACE Permit.PDF)
14. Department of the Army Permit, PERMITTEE AND PERMIT NUMBER: New Jersey Department of Transportation; CENAP-OP-R-2015-510-35 ISSUING OFFICE: Department of the Army; U.S. Army Corps of Engineers, Philadelphia District; Wannamaker Building – 100 Penn Square East; Philadelphia, Pennsylvania 19107 – 3390 (USACE High Bar Harbor.PDF)
15. Department of the Army Permit, PERMITTEE AND PERMIT NUMBER: New Jersey Department of Transportation; CENAP-OP-R-2015-511-35 ISSUING OFFICE: Department of the Army; U.S. Army Corps of Engineers, Philadelphia District; Wannamaker Building – 100 Penn Square East; Philadelphia, Pennsylvania 19107 – 3390 (USACE Barnegat Light Stake.PDF)
16. Department of the Army Section 408 Correspondence Dated Sep 21, 2015, Department of the Army; Philadelphia District, Corps of Engineers; Wannamaker Building – 100 Penn Square East; Philadelphia, Pennsylvania (Barnegat Section 408 Approval.PDF)
17. Department of the Army Request for Submerged Aquatic Vegetation Timing Relief Request Package (USACE SAV Timing Restriction Relief Request 10-29-15.PDF).

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18. Letter Modification for Barnegat Light Stake Channel SAV Timing Restriction. Department of the Army  
SUBJECT: CENAP-OP-R-2015-511-35; NJDEP #: 1500-14-0007.1, WFD150001; Barnegat Light Stake  
Channel; Lat: 39.758698258° Long: -74.111374129° (BLSC mod.PDF)
19. Letter Modification for Double Creek Inlet Channel SAV Timing Restriction. Department of the Army  
SUBJECT: CENAP-OP-R-2015-508-35; NJDEP #: 1500-14-0007.1, WFD150001; Double Creek Inlet  
Channel; Lat: 39.774293° Long: -74.139555° (DCIC mod letter.PDF)

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# DIVISION 100 – GENERAL PROVISIONS

## SECTION 101 – GENERAL INFORMATION

### 101.02 ABBREVIATIONS

THE FOLLOWING TERMS ARE ADDED.

The following abbreviations are used in the contract:

AD	after dredge
AIWW	Atlantic Intracoastal Waterway
CDF	Confined Disposal Facility
BCE	Bureau of Coastal Engineering
BD	before dredge
MHW	Mean High Water
MLW	Mean Low Water
NAD '83	North American Datum 1983 (Horizontal)
NAVD'88	North American Vertical Datum 1988 (Vertical)
NJICWW	New Jersey Intracoastal Waterway
OMR	Office of Maritime Resources
RE	Resident Engineer
SAV	Submerged Aquatic Vegetation

### 101.04 INQUIRIES REGARDING THE PROJECT

#### 1. Before Award of Contract.

THE FIRST PARAGRAPH IS CHANGED TO:

Submit inquiries and/or view other questions/answers by following the format prescribed on the project's electronic bidding web page.

THE SECOND PARAGRAPH IS CHANGED TO:

The deadline for submitting inquiries is 12:00 noon, 7 days before the opening of bids.

#### 2. After Award of Contract.

Office of Maritime Resources  
Mr. W. Scott Douglas  
1035 Parkway Avenue  
Trenton, NJ 08625  
Telephone: 609-530-4773

## SECTION 102 – BIDDING REQUIREMENTS AND CONDITIONS

### 102.01 QUALIFICATION TO BID

SECOND CRITERIA IS CHANGED TO:

2. Before the receipt of the bid or accompanying the bid, the Bidder has disclosed ownership as required by N.J.S.A. 52:25-24.2.

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

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

The Bidder shall not alter or in any way change the software.

**102.03 REVISIONS BEFORE SUBMITTING A BID**

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall acknowledge all addenda posted through the Department's website. The addenda acknowledgement folder is included in the Department's electronic bidding file. The Department has the right to reject the bid if the Bidder has not acknowledged all addenda posted.

**102.04 EXAMINATION OF CONTRACT AND PROJECT LIMITS**

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Data and information furnished or referred to in the Contract Documents is for the Contractor's information. The Contractor is to rely on the technical data only. The Department is not responsible for any interpretation of or conclusion drawn by the Contractor from the data or information provided.

The indications of physical conditions on the plans and in the specifications are the result of review of earlier project documents at the same or nearby sites, site visits, site investigations by land and land surveys, hydrographic surveys, geotechnical sampling, and laboratory tests on the dates indicated.

**1. Evaluation of Subsurface and Surface Conditions.**

THE FOLLOWING IS ADDED:

The materials to be excavated are shoal deposits that have formed since the areas were last dredged. Available information from sampling and analyses is included as an attachment to these Special Provisions. In addition, expect debris commonly found abandoned or deposited by storms in a channel – i.e., tires, ropes, roots, pilings, etc.

**3. Existing Plans and As-Built.**

Existing Plans and As-builts used are as follows:

- a. State of New Jersey  
Department of Environmental Protection  
Office of Engineering and Construction  
Bureau of Coastal Engineering  
Proposed Dredging  
Double Creek  
Township of Barnegat  
County of Ocean
  
- b. Landform Technology Inc.  
Engineering – Surveying - Planning  
1800 Lanes Mill Road, Brick, NJ 08724 (908) 840-1705  
Applicant:  
G.P.U. Nuclear Corporation  
100 Interpace Parkway  
Parsippany, New Jersey  
Revised Soil Erosion and Sediment Control Plan for  
Dredge Spoils Settlement Area

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Part of Plots 13, 14, 15, 16, & 20  
Block 100, TM Sheets 1&2  
Lacey Twp, Ocean County  
Dated: 9/19/94

**102.09 PROPOSAL BOND**

THE FIFTH PARAGRAPH IS CHANGED TO:

The Department will not accept Proposal Bonds that do not comply in all respects with the provisions of N.J.A.C. 16:44-7.3(e) and that are not substantiated by a valid power of attorney executed by the Surety.

**102.10 SUBMISSION OF BIDS**

THE SECOND PARAGRAPH IS CHANGED TO:

The Bidder shall ensure delivery of its bid with all required components and attachments, including, but not limited to the following:

1. Schedule of Items.
2. Proposal Electronic Bidding File with Bidder's Certification.
3. For wholly State funded contracts, acknowledgement of compliance with the registrations specified in 102.01.
4. For wholly State funded contracts, acknowledgement of compliance with N.J.S.A. 19:44A-20.13 et seq.
5. Proposal Bond form.
6. Other related documents as specified in the Contract.
7. On the Disclosure of Investment Activities in Iran (Form DC-16) provided by the Department, certify pursuant to N.J.S.A. 52:32-58, that neither the bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the bidder is unable to so certify, the bidder shall provide a detailed and precise description of such activities to the Department.

**102.15 DISQUALIFICATION OF BIDDERS**

PART (10) IS CHANGED TO:

10. Disqualification, suspension, or debarment of an individual, firm, partnership, corporation, or any combination as required by N.J.A.C. 16:44-11.1.

**SECTION 104 – SCOPE OF WORK**

**104.03.03 Types of Changes**

**3. Changes in the Character of Work.**

**a. Differing Site Condition.**

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for increased costs resulting from a Type 1 or Type 2 Differing Site Condition as a change in the character of work; however, the Department will not consider making payment for a differing site condition unless the resulting change in cost exceeds \$7,500. Except, if the Contractor incurs cost as the result of multiple differing site conditions, with the cost of each separate differing site condition having a value of at least \$1,500 but not more than \$7,500, the Department will consider making payment for such costs if the aggregate cost of the multiple differing site conditions exceeds \$7,500. If the change in cost exceeds these amounts, the Department will base the modification on the total cost of the change, and the Department will not deduct the threshold amount of \$7,500 from the cost of the change.

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**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. If notice is not provided on Contractual Notice (Form DC-161), 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.

**104.03.08 Force Account**

**7. Equipment.**

**a. Contractor-Owned Equipment.**

PART 1 IS CHANGED TO:

- 1 The Department will calculate the “rental” hourly rates by dividing the monthly rate by 176. The Department will not use weekly, daily, or hourly rates. The Department will apply rental hourly rates for every hour the equipment is in active use, except that for any 30-day period, the Department will limit the total amount paid for each piece of equipment to a maximum of the monthly rate.

THE FOLLOWING PART IS ADDED:

6. The Department will make payment for costs for transporting equipment to and from the work site, if said costs are solely required as a direct result of the Force Account activity.

THE SECOND PARAGRAPH IS CHANGED TO:

The payment established is full payment for all equipment costs, including the cost of fuel, repairs, maintenance, depreciation, storage and incidentals.

**10. Subcontractors.**

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will make payment for markup on subcontracted work at the rate of 5 percent applied on the total amount of all costs for subcontracted force account work up to \$500,000 and 2% applied on the total amount of all costs for subcontracted force account work over \$500,000.

**104.03.09 Delay Damages**

**1. Non-Productive Activity.**

**e. Equipment.**

THE FIRST SENTENCE IS CHANGED TO:

If as the result of the delay, equipment cannot be used for any active work, and is directed by the RE to remain on the work site during the delay, the Department will make payment as specified in 104.03.08.7.a.5.

## **SECTION 105 – CONTROL OF WORK**

THE FOLLOWING IS ADDED:

### **105.02 RESPONSIBILITIES OF THE CONTRACTOR**

#### **105.02.01 Labor and Equipment**

##### **1. Labor**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH:

Field Management Personnel - Provide Field Management Personnel to perform the functions of Supervisor, Quality Engineer/Inspector, and Safety/Environmental Engineer/Inspector. The Field Management Personnel are required on-site when this Contract has active on-going work. Field Management Personnel must be available by phone, email, text, or other electronic media during all work periods. Submit the names, contact information and description of responsibility for Field Management Personnel prior to start of mobilization activities. Provide sufficient supervisory personnel to oversee multiple shifts as appropriate to work schedule.

Workmanship - Accomplish all work using the best standard practices for the type of work being performed. Utilize only skilled and qualified workmen appropriate to the task being performed. Install all materials and equipment in accordance with plans, specifications, and manufacturers' instructions, and conform to contract documents.

Safety and Reliability - It is the responsibility of the Contractor's Supervisor, to ensure the safety and productivity of the craftsmen and technicians working on this subcontract. Failure of Contractor personnel to fulfill their duties safely and within the expected quality and professionalism as could reasonably be expected of workers skilled and qualified in the type of work being performed, will result in a formal notice to the Contractor's management to replace personnel.

### **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. After Award, the Department will provide additional formatting information, the number of copies required, and the address of the receiving designated design unit.

THE THIRD PARAGRAPH IS CHANGED TO:

Submit working drawings on 22 × 36-inch sheets. The Department may approve the use of 8-1/2 x 11 inch sheet on a case by case basis. Submit design calculations required for the working drawings on 8-1/2 × 11-inch paper. Submit 7 copies of the working drawings to the designated design unit for review with a copy of the transmittal letter to the RE. For railroad-carrying structures, submit 4 additional copies to the designated design unit. Submit an additional copy for each outside testing agency or authority involved in the Project.

THE NINTH PARAGRAPH IS CHANGED TO:

Submit working drawings for certification or approval as specified in Table 105.05-1. This list is not all inclusive. Ensure that the working drawings submitted for approval are signed and sealed by a Professional Engineer. The working drawings submitted for certification are not required to be signed and sealed by a Professional Engineer unless they alter the original Contract

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THE FOLLOWING IS ADDED:

**1. Work Plan**

Prepare and submit for approval a work plan drawing that shows the locations and intended sequential order of dredging work in detailed increments of no greater than 10 calendar days duration prior to commencement of dredging operations. Indicate the length and width of dredge cuts to be made for each incremental segment and show the relationship of dredging location with the discharge pipe and fill locations for each work segment shown. Include in the work plan a description demonstrating that the dredging plant to be used will meet the requirements as described in Section 202.02.02 of these specifications. Include booster pumps and general pipeline descriptions. Utilize the forms provided as an attachment to these Special Provisions.

Provide a proposed procedure to address excessive seepage and/or piping, as identified by the RE, of the confining dikes should such a condition be encountered.

Prior to placement of dredged material into the Oyster Creek CDF, submit a narrative and appropriate calculations so as to satisfy the RE and the NJDEP that any requirements for inflow retention time for purposes of water quality that may be mandated by permit conditions will be met.

**2. Pipeline Route Plan**

Prepare and submit for approval a Pipeline Route Plan, detailing the locations and method of placement of all dredge discharge pipelines prior to commencement of dredging operations. Include in the Pipeline Route Plan the method by which the pipeline will be placed to avoid interference with commercial and recreational marine traffic and detailed descriptions of the type of pipeline proposed (floating, submerged, shoreline). Also include in the Pipeline Route Plan drawings indicating the clearances for navigation, anticipated booster placement locations, details of road crossing arrangements (if applicable) and details of pipe placement at the placement site.

Obtain written approval of the Pipeline Route Plan from the RE prior to start of mobilization.

**3. Channel Closure Plan**

Prepare and submit for approval a Channel Closure Plan prior to commencement of dredging operations. Include description of allowable closure dates and times of day. Include a log of correspondence and proof of coordination with any affected marinas and the US Coast Guard. Allowable channel closure schedule is to be in accordance with Section 105.08 – 7d.

**4. Steel Pipe Access Ramp**

Submit shop drawings of the Steel Pipe Access Ramp for approval by the RE. Shop drawings are to be signed and sealed by a Professional Engineer licensed in the State of New Jersey. Determine overall lengths and dimensions to safely carry an emergency-type design vehicle over a maximum diameter 24” dredge inflow pipe. Provide design calculations that show the structure has sufficient capacity to carry the vehicle design loads. Include procedures for installation and removal of the ramp; storage of the steel pipe access ramp will be at the discretion of the RE.

Obtain written approval of the Steel Pipe Access Ramp from the RE prior to the start of dredging activities.

**5. Confined Disposal Facility Control Structure**

Submit shop drawings of the Contractor furnished Confined Disposal Facility Control Structure and discharge piping arrangement for approval by the RE. Shop drawings are to be signed and sealed by a Professional

Engineer licensed in the State of New Jersey. Include calculations or references to establish the structural capacity of the Confined Disposal Facility Control Structure and the buried discharge pipe to support the anticipated dike loads. Provide calculations that ensure that the total weight of the Confined Disposal Facility Control Structure overcomes any floatation forces when the site is full of water up to the highest elevation of the structure. Add additional weight with concrete or concrete blocks as determined in the locations shown on the plans.

Obtain written approval of the Confined Disposal Facility Control Structure from the RE prior to the start of dredging activities.

**6. Timber Structure**

Submit shop drawings of the timber structure used to access the confined disposal facility control structure, from the confining berm, for approval by the RE. Shop drawings are to be signed and sealed by a Professional Engineer licensed in the State of New Jersey. Determine overall lengths and span lengths to safely carry crew and equipment necessary to operate the control structure. Provide design calculations that show the structure has sufficient capacity to carry the design loads. Include design calculations that detail post embedment lengths or concrete footings needed to support the structure along with design loads. Provide design calculations that either justify the inclusion or exclusion of structural cross-braces at the bents and/or along the spans. Provide design calculations that show the access ladders can safely carry crew and equipment for access to the weir boards in the Confined Disposal Facility Control Structure.

Obtain written approval of the Timber Structure from the RE prior to the start of dredging activities.

TABLE 105.05-1 IS CHANGED TO:

<b>Table 105.05 1 – Working Drawing Submission Category</b>	
<b>Certified</b>	<b>Approved</b>
Work Plan	Steel Pipe Access Ramp
Pipeline Route Plan	Confined Disposal Facility Control Structure
Channel Closure Plan	Timber Structure

THE FIRST PARAGRAPH UNDER PART 1 OF TENTH PARAGRAPH IS CHANGED TO:

1. **Certified Working Drawings.** For working drawings requiring certification, include 2 blank blocks directly above the title block. Designate one block for design unit certification, and designate the other block for the Contractor’s approval stamp and a signed statement stating that the Contract has not been altered. The Department will require 14 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 14 days for review and approval or rejection and return of working drawings.

**105.07.01 Working in the Vicinity of Utilities**

**A. Initial Notice.**

RE-ADVERTISEMENT OF MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR DOUBLE CREEK MAINLAND, DOUBLE CREEK INLET, HIGH BAR HARBOR AND BARNEGAT LIGHT STAKE CHANNELS - CONTRACT NO. 125201503  
TOWNSHIP OF BARNEGAT, TOWNSHIP OF OCEAN, TOWNSHIP OF LONG BEACH, TOWNSHIP OF LACEY AND BOROUGH OF BARNEGAT LIGHT, OCEAN COUNTY

The corporations, companies, agencies, or municipalities owning or controlling existing utilities located within the project limits, and the names, titles, address, and telephone number of their local representative are as listed below:

Barneget Township, Ocean County

ELECTRIC

Jersey Central Power and Light  
Mr. Pete Johner  
55 River Avenue  
Lakewood, NJ 08701  
p.johner@firstenergycorp.com  
Telephone: 732-370-7260

Atlantic City Electric  
Mr. Robert Wolcott  
457 Main St  
West Creek, NJ 08092  
[Robert.Wolcott@atlanticcityelectric.com](mailto:Robert.Wolcott@atlanticcityelectric.com)  
Telephone: (609) 645-4795  
1-800-642-3780

TELECOMMUNICATION

Verizon–New Jersey, Inc.  
Mr. William Z. Moschberger  
Southern FMC  
10 Tansboro Road, 2<sup>nd</sup> Floor  
Berlin, NJ 08009  
Telephone: 732-357-3034

GAS

New Jersey Natural Gas Company  
Mr. Howard Bray  
1415 Wyckoff Road  
P.O. Box 1464  
Wall, NJ 07719  
Telephone: 732-938-6745  
Fax: 732-919-7854

CABLE TELEVISION

Comcast  
Mr. Salvatore DiMaggio  
403 South Street  
Eatontown, NJ 07724  
Salvatore\_dimaggio@cable.comcast.com  
Telephone: 1-800-COMCAST

Time Warner Cable  
Time Warner Cable Information Services  
LLC d/b/a Time Warner Cable  
290 Harbor Drive  
Stamford, CT 06902  
Tel. (201) 866-0900

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[www.timewarnercable.com](http://www.timewarnercable.com)

Centurylink  
160 Center St  
CenturyLink store  
Clinton, NJ 08809  
Telephone (908) 735-3000

AT&T Communications of NJ, LP  
One AT&T Way, Room 3A148  
Bedminster, NJ 07921  
Tel. 1-866-346-1298  
[www.att.com](http://www.att.com)

WATER & SANITARY

Barnegat Township Water & Sewer Utility Department  
Roger Budd Jr., Manager  
Barnegat Township  
900 West Bay Avenue  
Barnegat, NJ 08005  
Telephone: 609-698-6185, Ext 10  
rbudd@comcast.net  
<http://www.barnegat.net/departments/water-sewer-utility/>

Ocean Township, Ocean County

ELECTRIC

Jersey Central Power and Light  
Mr. Pete Johner  
55 River Avenue  
Lakewood, NJ 08701  
p.johner@firstenergycorp.com  
Telephone: 732-370-7260

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CABLE TELEVISION

Cablevision  
Mathew Deckman  
275 Centennial Avenue  
Piscataway, N.J. 08854  
(732) 317-7366  
Email: mdeckman@cablevision.com

WATER

New Jersey American Water  
Brad Cole, Engineering Project Manager  
1025 Laurel Oak Road  
Voorhees, NJ 08043  
Tel: 856-782-2379  
FAX: 856-287-9958  
E-Mail: bradley.cole@amwater.com

SANITARY

Ocean Township Department of Public Works  
50 Railroad Avenue  
Waretown, New Jersey 08758  
[dpw@twpoceannj.gov](mailto:dpw@twpoceannj.gov)  
609-693-3302 ext.238  
<http://www.twpoceannj.gov/phone-directory.html>

Long Beach Township, Ocean County

ELECTRIC

Atlantic City Electric  
Mr. Robert Wolcott  
457 Main St  
West Creek, NJ 08092  
[Robert.Wolcott@atlanticcityelectric.com](mailto:Robert.Wolcott@atlanticcityelectric.com)  
Telephone: (609) 645-4795  
1-800-642-3780

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CABLE TELEVISION

Comcast  
Mr. Salvatore DiMaggio  
403 South Street  
Eatontown, NJ 07724  
Salvatore\_dimaggio@cable.comcast.com  
Telephone: 1-800-COMCAST

WATER & SANITARY

Township of Long Beach, Department of Water & Sewer  
Joan Kearney  
Township of Long Beach  
Water & Sewer Maintenance  
6805 Long Beach Boulevard  
Brant Beach, NJ 08008  
[kearney@longbeachtownship.com](mailto:kearney@longbeachtownship.com)  
Telephone: (609) 361-6669

Barnegat Light Borough, Ocean County

ELECTRIC

Atlantic City Electric  
Mr. Robert Wolcott  
457 Main St  
West Creek, NJ 08092  
[Robert.Wolcott@atlanticcityelectric.com](mailto:Robert.Wolcott@atlanticcityelectric.com)  
Telephone: (609) 645-4795  
1-800-642-3780

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AND BOROUGH OF BARNEGAT LIGHT, OCEAN COUNTY



Salvatore\_dimaggio@cable.comcast.com  
Telephone: 1-800-COMCAST

WATER

Barneget Light Public Works Department  
Ed Sulecki  
Superintendent of Public Works  
10 East 7th Street  
P.O. Box 576  
Barneget Light, N.J. 08006  
Telephone: 609-494-6100

SANITARY

Barneget Light Public Works Department  
Ed Sulecki  
Superintendent of Public Works  
10 East 7th Street  
P.O. Box 576  
Barneget Light, N.J. 08006  
Telephone: 609-494-6100

Lacey Township, Ocean County

ELECTRIC

Jersey Central Power and Light  
Mr. Pete Johner  
55 River Avenue  
Lakewood, NJ 08701  
p.johner@firstenergycorp.com  
Telephone: 732-370-7260

Oyster Creek Nuclear Generating Station  
Route 9 South  
PO Box 388  
Forked River, New Jersey 08731  
Ms. Kathryn Houlahan  
Telephone: 609-971-2588  
Email: Kathryn.Houlahan@exeloncorp.com

TELECOMMUNICATION

Verizon-New Jersey, Inc.  
Mr. William Z. Moschberger  
Southern FMC  
10 Tansboro Road, 2<sup>nd</sup> Floor  
Berlin, NJ 08009  
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403 South Street  
Eatontown, NJ 07724  
Salvatore\_dimaggio@cable.comcast.com  
Telephone: 1-800-COMCAST

WATER & SANITARY

Lacey Municipal Utilities Authority  
124 So. Main Street  
P.O. Box 205  
Forked River, NJ 08731  
info@laceymua.com  
Telephone: (609) 693-8188  
fax: 609-693-8874  
[http://www.laceymua.com/contact\\_us](http://www.laceymua.com/contact_us)

Troy Burton  
Water Supervisor  
609-971-3058  
tburton@laceymua.com

John Hult  
Sewer Supervisor  
609-971-5290  
jhult@laceymua.com

**105.08 ENVIRONMENTAL PROTECTION**

THE FOURTH SENTENCE OF THE FIFTH PARAGRAPH IS DELETED. THE FOLLOWING IS ADDED AFTER THE FIFTH PARAGRAPH:

This section also covers prevention of environmental pollution and damage as the result of construction operations under this contract and for those measures set forth in other sections of these specifications. For the purpose of this specification, environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

There are necessary measures for protection of the environment. Environmental protection requirements under this contract are as important to overall completion of work as other technical aspects. Failure to meet the requirements of these specifications for environmental protection may result in work stoppages, or termination for default. No claims for extension of time or damages due to any such work stoppages are permitted. Promptly perform any repairs from damages caused by the violation of the provisions of these specifications at no additional cost to the State.

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Also, comply with the following:

SUB-PARTS 1 THRU 4 ARE DELETED AND REPLACED WITH THE FOLLOWING:

**1. Quality Control** - Establish and maintain quality control oversight for all items of the work. Report any deviations of the work with respect to the Contract Specifications or Plan Drawings to the RE by the close of business on the day of occurrence.

**2. Permits and Authorizations** - Comply with all requirements under the terms and conditions set out in the following permit(s) and authorization(s) listed below. Copies of these permit(s) and authorization(s) are available for download on the NJDOT Bid Express website.

1. State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology Waterfront Development Permit/Water Quality Cert./Acceptable Use Determination, NJDEP File No: 1500-14-0007.1, Barnegat Inlet Area Channels – Maintenance Dredging. (1500-14-0007.1\_Barnegat Inlet.pdf)
2. Department of the Army, Philadelphia District Corps of Engineers, Regulatory Branch Maintenance Dredging Permit CENAP-OP-R-2015-508-35 - Double Creek Inlet Channel (#126).
3. Department of the Army, Philadelphia District Corps of Engineers, Regulatory Branch Maintenance Dredging Permit CENAP-OP-R-2015-510-35 – High Bar Harbor Channel (#127).
4. Department of the Army, Philadelphia District Corps of Engineers, Regulatory Branch Maintenance Dredging Permit CENAP-OP-R-2015-511-35 – Barnegat Light Stake Channel (#129).
5. State of New Jersey Department of Environmental Protection Office of Dredging and Sediment Technology, Waterfront Development Permit/Acceptable Use Determination (AUD – MODIFICATION, NJDEP File No: 1533-02-0010.1, Project: Double Creek-Mainland Channel – Maintenance Dredging, Barnegat Township, Ocean County)
6. Department of the Army, Philadelphia District Corps of Engineers, Regulatory Branch Permit CENAP-OP-R-2012-0018-76 (Permit Modification). Project Name: Double Creek Channel Maintenance Dredging. NJDEP No.: 1533-02-0010.1, CAF 120001, WFD 120001. Latitude & Longitude: 39.787749° N, -74.143450° W.
7. Letter Modification for Barnegat Light Stake Channel SAV Timing Restriction. Department of the Army SUBJECT: CENAP-OP-R-2015-511-35; NJDEP #: 1500-14-0007.1, WFD150001; Barnegat Light Stake Channel; Lat: 39.758698258° Long: -74.111374129° (BLSC mod.PDF)
8. Letter Modification for Double Creek Inlet Channel SAV Timing Restriction. Department of the Army SUBJECT: CENAP-OP-R-2015-508-35; NJDEP #: 1500-14-0007.1, WFD150001; Double Creek Inlet Channel; Lat: 39.774293° Long: -74.139555° (DCIC mod letter.PDF)

Negotiations regarding the relaxation/relief of the SAV seasonal timing restrictions are ongoing between the Department and the regulatory agencies. Ninety (90) days advanced notification will be given for the option to mobilize and commence dredging operations if different than the seasonal restrictions listed in the above permits and modifications.

**3. Environmental Protection Plan** - Within 10 days after the date of Notice of Award, submit in writing an Environmental Protection Plan containing detailed plans for compliance with all Federal, State and Local permit conditions. Approval of the Contractor's plan will not relieve the Contractor of its responsibility for adequate and continuing control of pollutants and other environmental protection measures. Include the following in the Environmental Protection Plan:

- a) Methods for protection of features to be preserved within authorized work areas. Prepare a listing of methods to protect resources needing protection, i.e., trees, shrubs, vines, grasses and ground cover,

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landscape features, air and water quality, fish and wildlife, soil, historic, archeological, and cultural resources.

- b) Procedures to be implemented to provide the required environmental protection and to comply with the applicable laws and regulations. Provide a written assurance that immediate corrective action will be taken to prevent pollution of the environment due to accident, natural causes, or failure to follow the procedures set out in accordance with the Environmental Protection Plan.
- c) Plans showing locations of any proposed temporary excavations or embankments for haul roads, stream crossing, material storage areas, structures, sanitary facilities, and stockpiles of excess or spoil materials.
- d) Methods of protecting surface and ground water during construction activities.
- e) A description of the methods and measures for the prevention of oil spills (i.e., ground cover, containment, absorbent, etc.) Include detailed procedures for dealing with any oil or contaminant spill to include but not be limited to required notifications to regulatory agencies, a spill procedure checklist, spill procedure action diagram showing activities to be performed, Contractor's staff of responsible parties, subcontract or service companies and detailed 24-hour contact information for anyone in the Contractor's activity chain.
- f) Work area plan showing the proposed activity in each portion of the work area and identifying the areas of limited use or nonuse. Include measures for marking the limits in the Environmental Protection Plan

**4. Environmental Protection Logs/Final Summary Report** - Submit any logs and/or final summary report of sightings and incidents with endangered species or other reports and submittals as may be required by the permits.

**5. Subcontractors** - Compliance with this section by subcontractors is the responsibility of the Contractor.

**6. Notification** - The RE will notify the Contractor in writing of any observed noncompliance with the aforementioned federal, state, or local laws or regulations, permits and other elements of the Environmental Protection Plan. After receipt of such notice, inform the RE of proposed corrective action and take such action as may be approved. The Department will not grant time extensions, additional costs or damages allowed to the Contractor for any suspension of work resulting from noncompliance with the environmental protection requirements of the contract.

**7. Protection of Environmental Resources** - Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work under this contract during the entire period of this contract. Confine activities to areas defined by the plans and specifications.

- a) **Historical and Archeological Sites.** Ensure that locations eligible for or listed on the State or National Registers of Historic Places are not used for disposing, storing, or obtaining borrow excavation. For information about historical places, consult the New Jersey Department of Environmental Protection Historic Preservation Office website at [www.state.nj.us/dep/hpo](http://www.state.nj.us/dep/hpo).

If, during construction activities, the Contractor observes items that may have prehistoric, historic or archeological value, immediately cease construction activities in that area and report such observations immediately to the RE so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. Cease all activities that may result in the destruction of these resources and prevent employees from trespassing on, removing, or otherwise damaging such resources. Do not resume construction operations until the Department provides direction.

- b) **Forests.** When performing work within or adjacent to State or National Forests or Parks, comply with the regulations of the State Fire Warden, State Division of Parks and Forestry, or other authority having jurisdiction.

Take reasonable precautions to prevent forest fires caused by construction operations and also other precautions requested by Forestry officials. If a wild fire occurs, immediately notify a Forestry official and the RE of the location and extent of the fire.

- c) **Navigable Waters.** If work is required over, on, or adjacent to navigable waters, do not interfere with the free navigation of the waterways, and ensure that the existing navigable depths are not reduced, except as allowed by permits issued for the Project. Before beginning work in or over a navigable waterway for which maintenance dredging permits have been issued, notify the Coast Guard and other agencies specified by permit condition. Refer to the permit conditions in the environmental permits listed in section 105.08 2. and provided as attachments to these Special Provisions for notification requirements and other restrictions.
- d) **Obstruction of Channel -** The Department is not responsible for keeping the channel free from vessels or other obstructions. Marine traffic in the immediate project area consists of pleasure and commercial vessels, including fishing vessels, and occasional barge and tug traffic. Local marine traffic has precedence over the dredging operations, except as approved in the Channel Closure Plan. Channel closures must be performed in accordance with the following schedule:

April 1 – September 30 of any given year (Except as listed below)  
 Monday 9 AM through Thursday 9 PM – Anytime  
 Thursday 9 PM through Monday 9 AM – No Channel closures allowed

October 1 – March 31 of any given year  
 Monday through Sunday – Anytime

In addition Channel Closures will not be permitted during the following holidays or events:

- Easter Sunday (Including 6:00 AM Saturday until Noon Monday)
- Memorial Day (See Note Below)
- July 4th (See Note Below)
- Labor Day (See Note Below)
- Election Day (See Note Below)

Note:

If The Holiday Falls On	No Channel Closures Permitted
Sunday Or Monday	6:00 AM Friday until Noon Tuesday
Tuesday	6:00 AM Friday until Noon Wednesday
Wednesday	6:00 AM Tuesday until Noon Thursday
Thursday	6:00 AM Wednesday until Noon Monday
Friday or Saturday	6:00 AM Thursday until Noon Monday

All channel closure restrictions are subject to the approval of the RE, NJDOT Office of Maritime Resources and the U.S. Coast Guard. Channel closures must also be in accordance with the approved Channel Closure Plan.

Upon completion of the work promptly remove plant, including ranges, buoys, piles, and other marks in navigable waters or on shore.

Prior to commencement of work on this Contract, notify the Commander, Fifth U.S. Coast Guard District of the intended operations and request that the project be published in the Local Notice to Mariners at least one week prior to the commencement of the construction operations. Furnish to OMR copies of correspondence with the U. S. Coast Guard regarding these issues and a copy of the published Notice to Mariners.

Describe the location of marker buoys, turbidity curtains, and other potential interferences with navigation in the initial Notice to Mariners submittal and updated by direct communication between the Contractor and the USCG. Submit copies of all correspondence and summaries of any telephone conversations relating to these matters to OMR in a timely manner

- e) **Hazardous Material.** If evidence of hazardous material not specified in the Contract is discovered, immediately cease construction operations and notify the RE. Do not resume construction operations in that area until the Department provides direction.
- f) **Disposal of Solid Wastes.** Place solid wastes (excluding clearing debris) in containers that are emptied on a regular schedule. Conduct all handling and disposal in accordance with Federal, State, and local regulations.
- g) **Disposal of Discarded Materials.** Handle discarded materials other than those that can be included in the solid waste category as directed by the RE.
- h) **Protection of Water Resources.** Keep construction activities under surveillance, management, and control to avoid pollution of surface and ground waters.

Turbidity - Conduct dredging and disposal operations in a manner to minimize turbidity and conform to all water quality standards as prescribed by the applicable permits.

Oil Spill Prevention - Prevent oil or other hazardous substances from entering the ground, drainage, or local bodies of water. Provide containment, diversionary structures, or equipment to prevent discharged oil from reaching a watercourse. Take immediate action to contain and clean up any spill of oily substances, petroleum products, and hazardous substances. Immediately report such spills to the RE and appropriate authorities as outlined in the Environmental Protection Plan.

- i) **Protection of Fish and Wildlife Resources.** Keep construction activities under surveillance, management, and control to minimize interference with, disturbance to, and damage of fish and wildlife. List species that require specific attention along with measures for their protection in the Environmental Protection Plan prior to the beginning of construction operation.
- j) **Protection of Air Resources.** Keep construction activities under surveillance, management, and control to minimize pollution of air resources. Perform all activities, equipment, processes and work operations in strict accordance with the applicable air pollution standards of the State of New Jersey and all Federal emission and performance laws and standards.
- k) **Sound Intrusions.** Keep construction activities under surveillance and control to minimize damage to the environment by noise.
- l) **Preservation and Restoration of Landscape and Marine Vegetation Damages.** Restore all landscape features and marine vegetation damaged or destroyed during construction operations outside the limits of the approved work areas. Place swing anchors at the minimum distance outside the channel toes to provide for efficient maneuvering of the dredge, and to avoid damage to vegetation.

THE FOLLOWING SUBSECTION IS ADDED:

#### **105.11 ACCESS TO THE WORKSITE**

Water access to the dredging sites is from the Atlantic Ocean, Barnegat Bay, and NJICWW. Access to shore side work and to watercraft transport locations may be made via the interstate highway system, the New Jersey

Turnpike, Garden State Parkway, Route U.S. 9, and local streets in Barnegat Township, Ocean Township, Long Beach Township, Borough of Barnegat Light and Lacey Township all in Ocean County.

The Contractor is responsible for making an investigation of available roads for transportation, clearances for bridges, schedules of lift bridges, load limits for bridges and roads, and other conditions affecting the transportation of materials and equipment to the project site and disposal area.

Any required transportation permits or special transportation costs are the responsibility of the Contractor.

## **SECTION 107 – LEGAL RELATIONS**

### **107.04 NEW JERSEY CONTRACTUAL LIABILITY ACT**

THE FOURTH PARAGRAPH IS CHANGED TO:

For purposes of determining the date of “completion of the contract” pursuant to N.J.S.A. 59:13-5, “completion of the contract” occurs on the date that the Contractor provides written notice to the Department of Acceptance or conditional Acceptance of the Proposed Final Certificate or the 30th day after the Department issues the Proposed Final Certificate, whichever event occurs first.

### **107.09 INDEPENDENT CONTRACTOR**

THE ENTIRE SUBSECTION IS CHANGED TO:

The relationship of the Contractor to the State is that of an independent contractor. Conduct business consistent with such status. Do not hold out or claim to be an officer or employee of the Department by reason hereof. Do not make a claim, demand, or application to or for the rights or privileges applicable to an officer or employee of the Department, including, but not limited to, Workers Compensation Insurance, unemployment insurance benefits, social security coverage, or retirement membership or credit.

#### **107.12.01 Satisfying the Notice Requirements**

THE FOLLOWING IS ADDED TO THE SECOND PARAGRAPH:

Upon request, provide the RE with 3 copies of all documentation submitted in support of the claim.

#### **107.12.02 Steps**

##### **3. Step III, Claims Committee.**

THE SECOND PARAGRAPH IS CHANGED TO:

The Claims Committee will not review a claim or combination of claims valued less than \$250,000 until after the receipt of conditional release as specified in 109.11. If the Contract is 75 percent complete or greater as measured by Contract Time or Total Adjusted Contract Price, the Claims Committee will not review a claim or combination of claims valued more than \$250,000 until after receipt of conditional release as specified in 109.11. If the Claims Committee does not review a claim or combination of claims before Completion, the Claims Committee will review the claim or combination of claims at a single session of the Claims Committee after the receipt of the conditional release as specified in 109.11 and all claims have been reviewed at Steps I and II of the Claims Resolution Process. When reviewing a combination of claims, the Claims Committee will not review any individual claim valued less than \$20,000.

THE FOLLOWING SUBSECTION IS ADDED

## **107.17 COMMUNICATION WITH THE NEWS MEDIA**

Do not communicate with the news media or issue a news release without obtaining a prior written approval from the Department.

## **SECTION 108 – PROSECUTION AND COMPLETION**

### **108.01 SUBCONTRACTING**

THE FOLLOWING SUBPART IS ADDED TO THE FIRST PARAGRAPH:

4. Prior to mobilization provide a current list of all Subcontractors and a detailed description of their scopes of work.
5. If a sub-contractor is proposed to perform the construction of the confined disposal facility, provide proof that they are pre-qualified with the NJDOT to perform work classification codes 1, 1c, 3 3a, 3b, and 5. Work classification code definitions are located here:  
[http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/dc74a\\_Jan2015.pdf](http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/dc74a_Jan2015.pdf)

#### **1. Values and Quantities.**

THE FOLLOWING IS ADDED TO FIRST PARAGRAPH

1. There are no Specialty Items in this Project.

THE THIRD PARAGRAPH IS CHANGED TO:

If a partial quantity of work for a unit price Item is subcontracted, the Department will determine the value of the work subcontracted by multiplying the price of the Item by the quantity of units to be performed by the subcontractor.

THE FOURTH PARAGRAPH IS CHANGED TO:

If only a portion of work of an Item is subcontracted, the Department will determine the value of work subcontracted based on the value of the work subcontracted as indicated in the subcontract agreement and as shown in a breakdown of cost submitted by the Contractor.

### **108.02 COMMENCEMENT OF WORK**

THE SUBPART 4 IN THE FIRST PARAGRAPH IS CHANGED TO:

4. Progress schedule as specified in 153.03

THE FOLLOWING IS ADDED TO THE FIRST PARAGRAPH:

5. Within 10 days of Contract Award, Notify the RE of the proposed starting date for dredging operations.
6. Notify the RE at least fourteen (14) days before dredging operations commence so that a before-dredging survey can be completed prior to the start of dredging.

### **108.03 DAILY COMMUNICATIONS**

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

For any dredge utilized, prepare and submit a Daily Report of Operations each contract day in an approved electronically-transmitted format. An example daily production report with the categories and types of data required is included as an attachment to these Special Provisions. Report additional information as directed by the RE, on the daily report to match the work being performed on the project. Submit for approval the format of the Daily Report of

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Operations and the submittal process prior to the start of dredging operations. For reporting purposes, the work day runs from midnight to midnight. Submit this report on a daily basis (by 11:00 AM the following work day) and not in groups for multiple days. Include copies of the original leverman's delay log with each Daily Report of Operations. Describe and record delays for any period when the dredge pump is not operating and pumping dredged material. Record operating delays in 5 minute intervals. Include descriptions of work at both the dredging and placement sites and for any mobilization/demobilization or other preparatory or final clean-up activities.

Additionally, maintain one up to date copy of all the daily reports on the dredge (or another location agreeable to the RE). Prepare and submit similar daily reports of construction activity and progress for work on the beachfill and in the CDF. Include in these reports a description of the work performed in sufficient detail so that the RE can review the progress of the work and include a listing of the equipment and man-hours expended on this phase of work.

Failure to submit acceptable Daily Production Reports will result in suspension of work by the RE pending corrective action by the Contractor. No compensable time extension will be awarded for any delay due to such failure to submit acceptable Daily Production Reports.

Further instructions on the preparation of the reports will be furnished at the Pre-Construction Meeting.

#### **108.06 NIGHT OPERATIONS**

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

THE FIRST PARAGRAPH IS CHANGED TO:

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

#### **108.10 CONTRACT TIME**

- A. Achieve Substantial Completion on or before December 24, 2016.
- B. Achieve Completion on or before February 3, 2017.

Adhere to the environmental timing restrictions included in the approved environmental permits listed in section 105.08 2.

#### **108.11.01 Extensions to Contract Time**

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

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

##### **c. Extreme Weather**

THIS SUBSECTION IS REPLACED WITH THE FOLLOWING:

Both the dredging and placement site areas are exposed and subject to severe weather conditions and extreme tidal occurrences. Weather information for the area can be obtained from the National Weather Service (NOAA). The types of weather delays referenced in Table 108.11.01-1 of the Standard Specifications are not applicable to dredging and placement activities associated with dredging operations. The RE will assess any delay claims due solely to weather and will extend Contract Time for excusable, non-compensable delays due to extreme weather at his sole discretion.

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.

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

THE FOLLOWING IS ADDED AFTER THE 2ND PARAGRAPH:

If the Department directs the Surety to complete the Contract, and the Surety elects to use a completion-contractor to perform the Work, the Surety must promptly submit to the Department a request for approval of the proposed completion-contractor as a subcontractor as per Section 108.01. The Department has the right to reject a request by the Surety to use the Contractor as the completion-contractor, either directly or under the direction of a consultant to the Surety. In addition, the Department has the right to reject a request by the Surety to contract with employees of the Contractor, directly or under the direction of a consultant to the Surety, to complete the Contract. The Department's right to reject contained in this paragraph is based on the sole discretion of the Department.

#### **108.18 SUBSTANTIAL COMPLETION**

THE FOLLOWING IS ADDED AFTER THE SECOND SENTENCE IN THE FIRST PARAGRAPH:

As part of the inspection, the Department will perform one after-dredge survey at each channel reach as specified in Section 202.04.

THE LAST SENTENCE IN THIS SECTION IS CHANGED TO:

The date of Substantial Completion is the date of receipt of a contractor supplied progress survey that demonstrates full clearance at each channel reach of the required dredging template or Department-performed AD survey at each channel reach demonstrating full clearance, whichever occurs first.

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

THE FOLLOWING IS ADDED:

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

#### **108.20 LIQUIDATED DAMAGES**

Liquidated damages are as follows:

- A. For each day that the Contractor fails to complete the work as specified in Subsection 108.10 of these Special Provisions, for Substantial Completion, the Department will assess liquidated damages in the amount of \$1,000.
- B. For each day that the Contractor fails to achieve Completion as specified in Subsection 108.10 of these Special Provisions, the Department will assess liquidated damages in the amount of \$500.

THE FOLLOWING IS ADDED:

When the Contractor may be subjected to more than one rate of liquidated damages established in this Section, the Department will assess liquidated damages at the higher rate.

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

#### **109.01 MEASUREMENT OF QUANTITIES**

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will designate Items as Measured Items or as Proposal Items by having a suffix of M or P in the Item number respectively. The Department will measure quantities of Measured Items for payment.

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**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**

THE SECOND PARAGRAPH IS CHANGED TO:

The RE will provide a summary of the Estimate to the Contractor. Before the issuance of each payment, certify, on forms provided by the Department, that:

1. Each subcontractor or supplier has been paid the amount due from the previous progress payment and shall be paid the amount due from the current progress payment and that full payment for any retainage withheld from a subcontractor has been or will be made within 30 days after the subcontractor's work has been satisfactorily completed; or
2. There exists a valid basis under the terms of the subcontractor's or supplier's contract to withhold payment from the subcontractor or supplier, and therefore payment is withheld.

THE TENTH PARAGRAPH IS CHANGED TO:

The RE has the right to not process an Estimate when, in the judgment of the RE, the Work is not performed or proceeding as specified in the Contract or following the Department giving the Contractor and Surety notice of default as specified in 108.14.

**109.06 MATERIALS PAYMENTS AND STORAGE**

THE TEXT BEFORE THE LIST UNDER THE FIRST PARAGRAPH IS CHANGED TO:

The Contractor may request payment for the cost of materials, including the storage cost, not incorporated into the Work. If approved by the RE, the Department will make payment for the cost of materials, including storage costs if such payment exceeds \$25,000; however, the amount of payment may not exceed 85 percent of the bid price for the associated Item. The Department will not make payment for such materials until the RE is satisfied that:

**109.07 BONDS POSTED IN LIEU OF RETAINAGES**

THE FIRST PARAGRAPH IS CHANGED TO:

The Contractor may deposit negotiable bonds of the State or any of its political subdivisions, which have been approved by the Department, in an escrow account to secure release of all or a portion of the retainage withheld as specified in 109.05. Establish the account under the provisions of an escrow agreement to be entered into between the Contractor, the Department, and a bank located in the State that is an authorized depository with a trust department. Pay the charges of the bank for services rendered according to the terms and conditions of the escrow agreement.

**109.09 AUDITS**

THE FOLLOWING IS ADDED:

Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the Department are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, maintain all documentation related to products, transactions or services under the Contract for a period of five years from the date of final payment. Provide such records to the New Jersey Office of the State Comptroller upon request.

# DIVISION 150 – CONTRACT REQUIREMENTS

## SECTION 151 – PERFORMANCE BOND AND PAYMENT BOND

### 151.03.01 Performance Bond and Payment Bond

THE LAST SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Submit the broker’s fees, the certified rate schedule, paid invoices and the report of execution for the bond to the RE.

### 151.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM’S PAY UNIT IS REVISED TO:

<i>Item</i>	<i>Pay Unit</i>
PERFORMANCE BOND AND PAYMENT BOND	DOLLAR

## SECTION 152 – INSURANCE

### 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.

#### B. Types.

##### 3. Owner’s and Contractor’s Protective Liability Insurance.

THE ENTIRE TEXT IS CHANGED TO:

Procure a separate Owner’s and Contractor’s Protective Liability Insurance Policy with a minimum limit of liability in the amount of \$4,000,000 per occurrence as a combined single limit for bodily injury and property damage. Ensure the policy is endorsed to include Severability of Interest/Separation of Insureds clause. Ensure the policy names the State, its officers, employees, and agents as additional insured. Provide documentation from the insurance company that indicates the cost of the Owner’s and Contractor’s Protective Liability Insurance Policy.

Ensure the policy is endorsed to include per project aggregate.

##### 6. Marine Liability Insurance.

THE ENTIRE TEXT IS CHANGED TO:

If construction operations require the Contractor to use a boat, procure Marine Liability Insurance with a minimum limit of liability in the amount of \$2,000,000 per occurrence. Ensure the policy is endorsed to include:

1. Personal injury.
2. Contractual liability.
3. Waiver of Subrogation for all claims and suits, including recovery of any applicable deductibles.
4. Per project aggregate.

Ensure the policy names the State, its officers, employees, and agents as additional insured.

**152.03.03 Pollution Liability Insurance**

SUBPART 9 IS ADDED TO THE THIRD PARAGRAPH:

- 9. Per project aggregate.

**152.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEMS' PAY UNITS ARE REVISED TO:

<i>Item</i>	<i>Pay Unit</i>
OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE	DOLLAR
POLLUTION LIABILITY INSURANCE	DOLLAR

THE LAST PARAGRAPH IS CHANGED TO:

The Department will make initial payment for OWNER'S AND CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE, and POLLUTION LIABILITY INSURANCE at the lesser of the bid amount, or actual costs as documented from paid invoices. If the Bid amount is greater than the amount indicated on the documented paid invoices, the Department will make payment for any remainder, up to the Bid amount, with the final monthly Estimate.

**SECTION 153 – PROGRESS SCHEDULE**

**SECTIONS 153.03.01 AND 153.03.02 ARE DELETED IN THEIR ENTIRETY**

**153.03.03 Bar Chart Progress Schedule and Updates**

**A. Schedule.**

THE THIRD SENTENCE OF THE THIRD PARAGRAPH IS CHANGED TO:

Provide 3 color paper copies of a bar chart progress schedule or similar type that is acceptable to the RE for approval as follows:

SUBPARTS 1 THROUGH 8 AT THE END OF THE THIRD PARAGRAPH ARE DELETED AND REPLACED WITH THE FOLLOWING:

Prior to commencement of dredging operations, submit a fully developed construction schedule within 7 days after Award. Indicate on the bar-chart schedule or equivalent type schedule in detail each construction activity for confined disposal facility (CDF) construction, dredging, beachfill, and the individual filling/settling/decanting periods of the Oyster Creek CDF. Assign dredging activities in segments related to the various channel reaches or in groups of work not longer than 10 days duration. Identify dredged material placement locations for beach fill. Assign the duration, man-hour loading, and Contractor's dollar value to each activity. Indicate the work calendar for each activity. Include separately a detailed list of the equipment to be utilized. The format and details of the Bar Chart Progress Schedule must be approved by the RE prior to commencement of any work.

Perform the dredging in a continuous manner from the chosen starting point to completion point of each entire channel reach or in appropriate sequential segments so as to minimize average pipeline pumping distances. Provide a schedule of operation for the filling, settling and draining of the Oyster Creek CDF. Provide a detailed description of the order of work in the schedules and working drawings submitted to the RE for approval. Perform the work in the order described and as approved by the RE. Changes in the approved order of work must be requested of the RE in writing and receive written approval prior to the change being implemented.

THE FOLLOWING IS ADDED:

If the project falls behind schedule for nonexcusable delays, as specified in 108.11.01 B, such that the schedule indicates that the Work will not be completed by the Completion date, as specified in 108.10, take the necessary steps to improve progress. Under such circumstances, the RE may direct the Contractor to increase the number of shifts, begin overtime operations, work extra days including weekends and holidays, and supplement its construction plant. The RE may require the Contractor to submit for approval a recovery schedule showing how the Contractor proposes to meet the directed acceleration.

## SECTION 154 – MOBILIZATION

### 154.03.01 Mobilization

THIS SECTION IS REPLACED WITH THE FOLLOWING:

The work includes furnishing all materials and equipment and performing all labor necessary to assemble and set up for the project and for cleanup and removal at the finish of the project. This includes the initial and any interim movement of personnel and equipment to/from each project site, the establishment of the contractor's offices, shops, storage areas, sanitary and other equipment or facilities required by the Specifications and General Conditions of the Contract as well as by Federal, Local, or State law and all other work and operations which must be performed prior to beginning work on other items. The cost of required insurance and any other initial expense required for the start of work on this project and not included in other payment items is included in the item Mobilization.

The work covered by this section also includes the following:

1. Mobilization, demobilization and relocation of dredging, towing, transport, attendant plant and equipment required for performance of all specified dredging work. This also includes any initial mobilization and interim mobilizations between project locations.
2. Mobilization, demobilization and relocation of boosters, pipelines, shore valves, tractors, loaders and any other equipment required to perform the placement of dredged material at the designated placement locations.
3. Any re-mobilization and demobilization required to meet the schedules in the Federal or State permit conditions encountered by the contractor.
4. Satisfactory submittal of all pre-work submittals.
5. Any mobilization and demobilization activities necessary to construct the Oyster Creek CDF facilities.

Negotiations regarding the relaxation/relief of the SAV seasonal timing restrictions are ongoing between the Department and the regulatory agencies. Ninety (90) days advanced notification will be given for the option to mobilize and commence dredging operations if different than the seasonal restrictions listed in the approved environmental permits and modifications.

### 154.04 MEASUREMENT AND PAYMENT

THE FOLLOWING SECTION IS REPLACED WITH THE FOLLOWING:

The Department will make payment for the Item as follows:

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

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Payment for MOBILIZATION is included in and covered by the Lump Sum price bid under this Item. Payment will be made on the following schedule:

- 1) 20% of the lump sum price upon completion of the initial mobilization to the work site and commencement of the Oyster Creek CDF work.
- 2) 50% of the lump sum price upon completion of the Contractors initial mobilization to the work site and commencement of actual dredging as determined by the RE.
- 3) Payment of the remaining 30% of the lump sum bid price upon completion of all the work.

Mobilization is deemed complete after the first 24 hour period in which dike construction is begun for the Oyster Creek CDF 20% portion of the lump sum item and is deemed complete for the 50% dredging portion of the lump sum item after the first 24 hour period in which placement of dredged material from the initial channel segment to the designated placement site has occurred. No separate payment for any interim mobilizations or demobilization of dredging equipment will be made after the initial payment for the 50% dredging portion of the lump sum item. No combination of payment will be made that exceeds 100% of the lump sum item.

Should the amount represented by the 20% and 50% portions of this bid item "MOBILIZATION" be in excess of that determined to be reasonable by the RE, the Contractor is required to substantiate actual mobilization costs, to the satisfaction of the RE, in order to be paid at the first partial payment period. Should it be determined that the combined 70% of this bid item for the CDF construction and dredging mobilization is in excess of actual mobilization costs, the actually substantiated cost amount will be paid at the time of mobilization and the remaining amount of the bid item will be paid with the payment for completion of the work.

## **SECTION 155 – CONSTRUCTION FIELD OFFICE**

### **155.03.01 Field Office**

#### **4. Communication Equipment.**

- a. Telephones.** Provide 1 cordless phone with auto-switching.
- c. Cell Phones.** Provide 2 cellular phones. Ensure the cellular phone plan provides for unlimited mobile to mobile in-network usage, unlimited push-to-talk/ walkie-talkie usage and an anticipated monthly usage of 900 any-time minutes for each phone. Ensure the phones are on the same plan. Ensure the cellular phone plan has a home rate with no roaming charges within the state. Ensure each cellular phone has the following features:
  1. Push to Talk / Walkie-Talkie capable
  2. Camera with 2 megapixel picture capability
  3. Battery life capable of 180 minutes of continuous use and 72 hours of standby use
  4. Equipped with a hands-free headset
  5. Base charger and car charger
- d. Computer System.** Provide a computer system meeting the following requirements:
  - 1 computer configuration meeting the following:
    1. Equipped with an Intel Premium IV processor with Hyper Threading technology or equal having a clock speed of 3.5 GHz or faster, 4 GB RAM, 512 MB Video RAM, 200 Gigabyte hard drive designated as drive C, one DVD (+/-) Writer Drive, one CD-R Recordable Drive. Ensure the system is USB 2.0 compatible and has at least two front USB ports Include Keyboard, optical mouse and 2 piece desktop speakers.
    2. Wired Router with appropriate number of ports and cables and a print server. Ensure there is at least one wired Ethernet switch.

3. High-speed broad band connection and service with a minimum speed of 3 Megabits per second (mbps) with dynamic IP address for the duration of the project.
4. 19 inch or larger Flat Screen LCD monitor with tilt/swivel capabilities.
5. 40 Gigabyte or larger external drive with backup software for MS-Windows, and fifteen corresponding formatted data cartridges corresponding to the tape drive size.
6. 1 Flatbed USB version 2.0 or greater Color Scanner with automatic document feed.
7. Uninterruptible power supply (UPS).
8. Surge protector for the entire computer configuration to be used in conjunction with the UPS.
9. 1 Computer workstation, chair, printer stand, and/or table having both appropriate surface and chair height.
10. One can of compressed air and screen cleaning solution every other month of the duration of the contract.

Ensure one computer has a 56K baud data/fax modem. If more than one computer configuration is specified, provide one network interface card for the base computer configuration and hardware connections between computer configurations as directed by the RE.

Also provide:

5 USB 8 GB Flash/Jump memory drives

10 CD-R 700 MB (or larger) recordable CD's compatible with the CD drive.

1 color laser printer and supplies as follows:

1. HP PCL 6 emulation or equal, with a minimum of 192 Megabytes of expanded memory, printer cable, and legal size paper tray.
2. One set of printer ink cartridges every other month for the duration of the construction project for each printer.

Software as follows:

1. Microsoft Windows, latest version with future upgrades for the duration of the entire project.
2. Microsoft Office Professional, latest version.
3. Norton's System Works for Windows, latest version, or compatible software package with future upgrades and latest virus patches.
4. Anti-Virus software, latest version with monthly updates for the duration of the contract.
5. Adobe Acrobat Professional, latest version, or compatible software for Scanner

**THE THIRD PARAGRAPH IS CHANGED TO:**

When the computer system is no longer required by the RE, the Department will remove and destroy the hard drive, and return the computer system to the Contractor. The Department will retain other data storage media.

- e. Marine Radios.** Provide 4 Waterproof handheld marine VHF two-way radio that is capable of transmitting and receiving on channel 13 (ship-to-ship), channel 16 (hailing/emergency), and channel 22A (USCG Liaison and Marine Safety Information Broadcasts) as well as local working channels for project use including those used by the Contractor.

- 6. Office Equipment.** Provide the following:

PART (1) IS CHANGED TO:

1. A copier with automatic document feed, 15 pages per minute copy speed, variable reduce/enlarge capability, and letter, legal, and ledger size capabilities. Erase the copier hard drive before

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removing the copier from the field office and provide the RE with a certification stating that the copier hard drive has been erased.

PART (1) AND (2) ARE CHANGED TO:

1. **Two (2) digital cameras.** Such as Canon PowerShot SX20 or approved equal, GPS enabled, integrated flash, auto focus, 12.1 mega pixel, 20x optical zoom, 3.0" LCD screen, USB port and any required accessories, such as adaptors, and battery charging module.
  - i. Two (2) Camera carrying cases
  - ii. Replacement Batteries as requested by the RE
  - iii. Two (2) Sets of 16 GB compatible memory cards

**7. Inspection Equipment.**

1. 1 Calculator with trigonometric capability
2. 1 Date/ Received stamp and ink pad
3. 1 Cloth tape, 100 feet
4. 1 Illuminated measuring wheel
5. 4 Hard hats - orange, reflectorized hard hats according to ANSI Z89.1.
6. 4 Safety garments – orange, reflectorized, 360° high visibility safety garments according to ANSI/ISEA Class 3, Level 2 standards. To be replaced yearly for the duration of the contract.
7. 4 sets of Mustang Survival Model No. MS2175 22 survival suits or approved equal
8. 4 Sets of rain gear with reflective sheeting
9. 4 Sets of hearing protection with a NRR rating of 22 dB
10. 4 Sets of eye protection according to ANSI Z87.1
11. 4 Lantern flashlights, 6V with monthly battery replacements
12. 2 Hard Bound Daily Diaries, 5-1/2" X 8" minimum with one day per page. To be provided yearly for the duration of the contract.
13. 25 Legal size hanging folders
14. 25 Legal size manila file folders – three tab
15. 10 Adult Sized USCG Approved Floatation Devices
16. 1 Means of marine transportation, capable of transporting at least four passengers at a time. Provide a boat and licensed operator for the use of the RE and his representatives for inspection and survey purposes throughout the duration of the in-water work. Provide a boat that is a minimum of 18 ft in length and powered by a minimum 70 horsepower engine. The boat must be in compliance with the U.S. Coast Guard's Boating Safety Division, as well as all Federal and State laws and regulations. Equip the boat with all applicable safety features and all required Coast Guard safety equipment (including but not limited to life jackets, fire extinguishers, running lights, throwable flotation devices, etc.). Provide a boat that complies with all applicable OSHA regulations. Keep the boat seaworthy and in first class operating condition and ready for use at all times during the in-water work. In the event the boat becomes inoperable, provide a comparable replacement boat satisfying all contract requirements. Provide a licensed boat operator to be responsible for the operation of the boat. Be responsible for any damage that may be caused to the boat, for maintaining the boat and accessories in good repair and operating condition, for providing all necessary fuel, safety equipment and other supplies and parts, and for paying any permits, licenses, insurance premiums or fees that may be required in connection with the operation of the boat for the entire period that the boat is required under this contract. No separate payment will be made for any and all costs incurred by the Contractor in providing the boat, Operator and accessories as described, including payment for rental cost and insurance that may be necessary, and allowances for depreciation. All costs associated with the operation and maintenance boat are included in the item Field Office Maintenance.

**155.03.02 Field Office Maintenance**

THE FOLLOWING IS ADDED:

Maintain the boat and accessories in good repair and operating condition, and provide all necessary fuel, safety equipment and other supplies and parts, obtain any permits, licenses and pay all insurance premiums or other fees that may be required in connection with the operation of the boat for the entire period that the boat is required under this contract. The boat and operator is required for the duration of the in-water work. Repair or replace inoperable or defective boats, accessories and related supplies within 24 hours.

**155.03.03 Telephone Service**

THE CONTENT OF THIS SUBSECTION IS DELETED

**155.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEM IS DELETED:

<i>Item</i>	<i>Pay Unit</i>
TELEPHONE SERVICE	LUMP SUM

THE THIRD PARAGRAPH IS DELETED.

**SECTION 157 – CONSTRUCTION LAYOUT AND MONUMENTS**

**157.03.01 Construction Layout**

THE FOURTH PARAGRAPH IS CHANGED TO:

From the monuments, control data and elevations referenced in the Contract plans and specifications, complete the layout of the work and be responsible for all measurements that may be required for the execution of the work to the location and limit marks prescribed in the specifications or on the contract plans. Perform Layout under the direct supervision of a New Jersey Licensed Land Surveyor.

Double Creek Mainland Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.14 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program. Survey control plan is included in the contract plans. The project vertical datum for the Oyster Creek CDF placement area is the North American Vertical Datum of 1988 (NAVD '88) The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

Double Creek Inlet Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.18 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program. Survey control plan is included in the contract plans. The project vertical datum for the beach fill placement area and for the Oyster Creek CDF placement area is the North American Vertical Datum of 1988 (NAVD '88) The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

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High Bar Harbor Channel

The Project Vertical Datum for dredging is MLW. MLW is 0.23 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program. Survey control ties and the control point locations are included in the contract plans. The project vertical datum for the Oyster Creek CDF placement area is the North American Vertical Datum of 1988 (NAVD '88) The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

Barnegat Light Stake Channel

The Project Vertical Datum for dredging is MLW. MLW is 1.00 feet below the NAVD88 datum, based on information obtained from National Oceanic & Atmospheric Administration VDatum datum transformation program. Survey control ties and the control point locations are included in the contract plans. The project vertical datum for the beach fill placement area is the North American Vertical Datum of 1988 (NAVD '88) The Project Horizontal Datum is to be referenced to North American Datum 1983 (2011) NJ State Plane Grid Coordinate System.

Furnish such stakes, templates, platforms, equipment, tools and material, and all labor as may be required in laying out any part of the work from the monuments, control data and elevations referenced in the Contract plans and specifications. Maintain and preserve all stakes and other marks established until authorized to remove them, and if such marks are destroyed by the Contractor or through its negligence, prior to their authorized removal, they may be replaced by the Department, at its discretion, and the expense of replacement will be deducted from any amounts due or to become due the Contractor. The RE may require that work be suspended at any time when location and limit marks established by the Contractor are not reasonably adequate to permit checking of the work.

Perform progress surveys of the work in the dredge area(s) and in any beach fill areas to confirm that the work conforms to the lines, grades and dredge template as shown on the Contract Plans, and as directed by the RE.

**157.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEM'S PAY UNIT IS REVISED TO:

<i>Item</i>	<i>Pay Unit</i>
CONSTRUCTION LAYOUT	DOLLAR

THE SECOND PARAGRAPH IS CHANGED TO:

The Department will adjust payment for CONSTRUCTION LAYOUT based on the final contract amount and will calculate as follows:

$$CL = \frac{CL_B \times (C_F - E_F)}{C_O - E_O}$$

Where:

CL = Adjusted payment for CONSTRUCTION LAYOUT.

CL<sub>B</sub> = Bid price for CONSTRUCTION LAYOUT.

C<sub>O</sub> = Original Contract Price.

C<sub>F</sub> = Final Contract Price.

E<sub>F</sub> = Total of CL<sub>B</sub> and the final cost for PERFORMANCE BOND AND PAYMENT BOND, Incentive/Disincentives for completion/interim completion, and claim settlements.

E<sub>O</sub> = Total of CL<sub>B</sub>, and PERFORMANCE AND PAYMENT BOND.

## **SECTION 158 – SOIL EROSION AND SEDIMENT CONTROL AND WATER QUALITY CONTROL**

### **158.03.02 SESC Measures**

#### **15. Construction Driveway**

THE FOLLOWING ADDED AFTER THE FIRST PARAGRAPH:

Prior to construction of the Construction Driveway, prepare and submit to the RE a report documenting the existing conditions at the driveway site locations. The report is to include written descriptions and photographs of the site sufficient to document all existing structures, curbing, pavement, signage, utility work, and any items of private property that exist. Further included are to be records documenting pre-construction location inspections for all underground or existing utilities performed by a third party utility location service. Physically stake out the location and limits of the planned construction driveways and notify the RE when ready for inspection and approval prior to any clearing or construction of the driveways.

Upon completion of the project work and removal of the construction driveways, document in a similar report.

#### **19. Oil-Only Emergency Spill Kit.**

THE SECOND SENTENCE OF THE FIRST PARAGRAPH IS CHANGED TO:

Include Oil-only Emergency Spill Kit, Type 1 consisting of the following:

## **SECTION 159 – TRAFFIC CONTROL**

### **159.03.02 Traffic Control Devices**

#### **1. Construction Signs**

THE FOLLOWING IS ADDED AFTER THE LAST PARAGRAPH

Furnish, install and maintain two project signs throughout the project duration. Construct the signs as shown in the Contract Plans. Place the sign at the locations as directed by the RE.

## **SECTION 160 – PRICE ADJUSTMENTS**

THE ENTIRE TEXT OF THIS SECTION IS DELETED.

## **161 – FINAL CLEANUP**

### **161.03.01 Final Cleanup**

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

Remove all of the Contractor's plant and equipment either for disposal or reuse. Unless otherwise approved, the Contractor will not be permitted to abandon any equipment in the disposal area for dredged materials or other areas adjacent to the worksite.

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## **DIVISION 200 – EARTHWORK**

### **SECTION 201 – CLEARING SITE**

#### **201.03.01 Clearing Site**

THE FOLLOWING IS ADDED:

Dispose of material and debris as specified in 201.03.09. Clear site of the concrete wall/concrete foundation remnants where shown on the plans. The limits of the removal should be sufficient so as to not interfere with the construction of the 36” reinforced concrete culvert pipe, 36” reinforced concrete end section and the outfall scour hole.

Remove all of the steel reinforcement bar stakes present within the existing Oyster Creek confined disposal facility.

#### **201.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

The Department will not make payment for the Item CLEARING SITE in excess of \$ 25,000.00 until Completion.

### **SECTION 202 – EXCAVATION**

THE TITLE OF THIS SECTION IS CHANGED TO THE FOLLOWING:

### **SECTION 202 – EXCAVATION AND DREDGING**

#### **202.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

This Section also describes the requirements for performing all dredging and the transportation, placement and disposal of all dredged material.

This section also describes the work that includes dredging, hydraulic transport of dredged materials, and construction/beachfill.

#### **202.02 MATERIALS**

THE FOLLOWING SUBPART IS ADDED:

##### **202.02.02 Equipment**

Provide equipment as specified:

The minimum size standard of the dredge plant is:

1. Proven capacity of the proposed vessel(s), including associated booster pumps, to produce the average daily productions indicated in the schedule and work plans under conditions similar to this project including material types, pipeline lengths, dredging constraints (such as pilings, docks, etc.), placement area type and discharge constraints due to permit conditions or physical conditions, weather conditions, sea state, tidal currents, operating hour constraints and other permit or site conditions. Provide historic references of production by the equipment designated for use on the project that meets the average productions shown in the work plan submittal for a referenced period on at least two

projects involving 30 days of dredging work each. Minimum production capacity of the dredging plant shown as estimated for this project is to be for the submitted schedule of work (days/month, total working hours) and is to be adequate to complete the work within the specified contract period. Submit historic production references in the format provided.

2. Measure the capacity of the dredge for purposes of schedule review and progress assessment during the project by the actual production of the work performed.

## **202.03 CONSTRUCTION**

THE FOLLOWING SUBSECTIONS ARE ADDED:

### **202.03.01 Stripping**

Before beginning operations, obtain the RE's approval for stripping operations scheduled between November 15 and March 1. The RE will base approval on the Contractor's alternate method for stabilizing disturbed area when seeding is not feasible due to seasonal constraints.

Strip vegetation and underlying soil to a depth of 4 inches below the existing ground surface. Confirm the thickness of stripping with the RE based on the field conditions. Temporarily store in stockpiles as specified in 202.03.03. B and at the direction of the RE, stripped material including excess that is determined suitable for future use of the Department. The Department will sample and analyze stripped material in stockpiles to determine suitability for use. Store suitable stripped material within the Project Limits until placement.

### **202.03.10 Method of Dredging**

Only dredging, transport, and placement by a hydraulic pipeline dredge is allowed under this contract.

Excavate all dredged material within the channels to the required depths using a hydraulic cutter suction dredge and transport through pipelines to the beach fill placement areas and confined disposal facility shown on the plans. Furnish additional equipment for removal of trash and debris such as a barge-mounted excavator or crane in order to remove and transport for disposal the material that the cutter suction dredge cannot excavate and transport to an approved placement site.

### **202.03.11 Continuity of Work**

Sequence the dredging such that the channel depth is completed in a continuous manner. Submit requests for changes in this sequence in writing to the RE along with the supporting reasons for the request. No change in sequence is to be executed without the written approval of the RE.

### **202.03.12 Pumping of Bilges**

Do not pump or release oil or bilge water containing oil into any waterway. Pumping of oil or bilge water containing oil into a navigable water, or into areas which would permit the oil to flow into such water, is prohibited by Section 13 of the River and Harbor Act of 1899, approved March 3, 1899 (30 Stat. 1152; 33 U.S.C. 407). Violation of this prohibition is subject to the penalties under the referenced Acts.

### **202.03.13 Historical Period Shipwreck Sites**

If any shipwreck, artifact, or other objects of antiquity that have scientific or historical value, or are of interest to the public, are discovered, located and/or recovered, immediately notify the RE. The Contractor acknowledges that the site(s), articles, or other materials are the property of the State of New Jersey.

### **202.03.14 Fuel Oil Transfer Operations**

Perform fuel oil transfer operations in accordance with U.S. Coast Guard regulations (33 CFR 156.120.)

### **202.03.15 Signal Lights**

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Display signal lights and conduct operations in accordance with the General Regulations of the Department of the Army and of the US Coast Guard governing lights and day signal to be displayed; vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as set forth in Commandant U.S. Coast Guard Instruction M16672.2, Navigation Rules: International - Inland (COMDTINST M16672.2), or 33 CFR 81 Appendix A (International) and 33 CFR 84 through 33 CFR 89 (Inland) as applicable.

#### **202.03.16 Inspection**

Inspection requirements:

- 1) Furnish the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be necessary in inspecting and supervising the work. Such facilities are not required for the hydrographic surveys performed by the Department.
- 2) Furnish suitable transportation from all points on shore designated by the RE to and from the various pieces of plant.

#### **202.03.17 Notification of Coast Guard and the NJDEP Bureau of Coastal Engineering**

1. **Navigation Aids** – Only the U.S. Coast Guard or Bureau of Coastal Engineering is permitted to remove navigation aids located within or near the areas required to be dredged in advance of dredging operations. Do not remove, change the location of, obstruct, willfully damage, make fast to, or interfere with any aid to navigation.
2. **Dredging Aids** - Obtain approval from the U.S. Coast Guard for all buoys, dredging aid markers to be placed in the water, and dredging aid markers affixed with a light prior to the installation. Do not color or place dredging aid markers and lights in a manner that they will obstruct or be confused with navigation aids.

#### **202.03.18 Work Area**

Exclude the public from the work areas in the immediate vicinity of dredging, transporting, and disposal operations. Coordinate with local boating, commercial fishing interests, or other interested parties to affect suitable arrangements for maintenance of marine or other traffic during the dredging operations. Should enforcement assistance be required, coordinate with local enforcement agencies. Take measures, including but not limited to temporary fencing, to exclude the public from the beach fill placement site and active work areas.

1. **Access** - Access to the dredge area is by water only. Provide safe, well-lighted, 24-hour, access to the dredge for employees as needed and for personnel as requested by the RE. Obtain all necessary permissions for use of landing areas to load and offload crews and supplies. Provide adequate parking at the access area for a minimum of 3 automobiles for RE use.

Provide and maintain safe access necessary for equipment and plant to and from the work site, mooring area, and disposal area. Ascertain the environmental conditions that can affect the access such as climate, winds, current, waves, depths, shoaling, and scouring tendencies.

2. **Protection of Existing Waterways** - Conduct operations in such a manner that material or other debris are not placed outside of dredging limits or otherwise deposited in existing side channels, the AIWW, or other areas being utilized by vessels. Promptly remove and properly dispose of any bottom material or other debris placed into areas described above as a result of the work.

#### **202.03.19 Utility Crossing**

Verify the locations and depths of any utility crossings and take precautions against damages which might result from its operations, especially the sinking of dredge spuds and/or anchors into the channel bottom, in the vicinity of utility

crossings. If any damage occurs as a result of its operations, suspend dredging until the damage is repaired. Costs for repair of the damaged utilities and downtime of the dredge and attendant plant are not compensable and are the responsibility of the Contractor.

#### **202.03.20 Dredge Pipelines**

- 1. Dredge Discharge Pipeline** -Plainly mark the pipeline locations with conspicuous stakes, targets, and/or lighted buoys, and maintain them throughout the contract operations. Maintain a watertight dredge discharge pipeline to prevent spilling of dredged material or slurry outside of the intended placement area. During dredging operations, conduct continual inspections of the full length of the pipeline. Should breaks, spillage, leaks in the pipeline, or excessive turbidity occur, cease dredging immediately and do not resume dredging until the necessary pipeline repairs have been completed. Inform the RE at what time the problems were found, time when action was taken to correct the problems and time that dredging resumed. Include a detailed description of the incident on the Daily Production Report.
- 2. Submerged Pipeline** - In the event the Contractor elects to submerge its pipeline, rest the pipeline on the bottom. Place the pipeline so that the top of the submerged pipeline and any anchor securing the submerged pipeline is no higher than the required project depth within the channel. Should a pipeline material, which is buoyant or semi-buoyant (such as HDPE pipe, or similar materials) be used, securely anchor the pipeline to prevent the pipeline from lifting off the bottom under any conditions. Remove all anchors when the submerged pipeline is removed. Mark the location of the entire length of submerged pipeline with signs, buoys, and lights, conforming to U.S. Coast Guard regulations. Provide and maintain on the dredge a location drawing of the dredge pipeline from the dredge discharge to the shore landing and update daily in order to provide the RE with current pipeline location information at all times.
- 3. Floating Pipeline** – Consider a pipeline as floating if it is not placed and anchored on the bottom. Clearly mark and maintain visibility of the floating pipeline on the surface. Do not, in any case, allow the pipeline to fluctuate between the surface and the bottom, or lie partly submerged. Install lights on the floating pipeline as required under Subsection 202.03.15. Properly support and display the lights according to USCG regulations. Where the pipeline does not cross a navigable channel, space the flashing yellow all-around lights not over 200 feet apart, unless closer spacing is required by U.S. Coast Guard rules and regulations, in which case the requirements of the U.S. Coast Guard shall govern.
- 4. Road Crossings** - Submit a Pipeline Route Plan to the RE for approval in accordance with Section 105.05 prior to installing any road crossings. Submit details of any road crossings of the pipeline as part of the required plan.

#### **202.03.21 Dredge Template**

**Project Depth** - Payment will be made for the material actually removed to the template lines and widths to a required depth of -7 feet MLW and material within an over depth tolerance (measured vertically) of one (1) foot below the required dredging template for the maintenance dredging of Double Creek Mainland Channel, Double Creek Inlet Channel and High Bar Harbor Channel.

Payment will be made for the material actually removed to the template lines and widths to a required depth of -5 feet MLW and material within an over depth tolerance (measured vertically) of one (1) foot below the required dredging template for the maintenance dredging of Barnegat Light Stake Channel.

**Side Slopes** – Form side slopes by dredging along the side slope. Material actually removed, within the limits approved by the RE, to provide for final side slopes not flatter than that shown on the contract plans, but not in excess of the amount originally lying above this limiting side slope, will be measured in accordance with the provisions contained in Section 202.04.

**Excessive Dredging** - Materials taken from beyond the limits as described above under Project Depth and Side Slopes, are deducted from the total amount dredged as excessive overdepth dredging, or excessive side slope dredging, and payment will not be made therefore. Nothing herein is to prevent payment for the removal of shoals identified by the RE and dredged in accordance with the applicable provisions of Completion and Acceptance.



**Position Monitoring** – Limit the excavation area as shown on the plans. The Contractor is solely responsible for any penalties or fines due to permit violations which may arise from over-excavation, or excavation beyond the limits of dredging shown on the plans.

**Noise Control** – Provide all equipment, dredge/barges, boats, and tugs used on this work with satisfactory mufflers or other noise abatement devices. Conduct operations so as to comply with all federal, state, and local laws pertaining to noise. Minimize the use of horns and whistle signals to absolute necessity in order to perform as quiet an operation as possible.

#### **202.03.22 Placement of Dredged Material to Beach Fill**

Deposit all materials transported from the channel dredging into the beach fill placement areas within the lines, grades and construction cross sections shown on the plans except as may be modified by the RE.

Take care not to damage any existing private or public structures, specifically including, but not limited to shoreline protection, concrete sidewalks, handrails, signage, utilities, or fencing. Jointly inspect the entire work site with the RE prior to construction. Immediately repair any damage to existing structures at no cost to the State.

Prior to placement of the dredge inflow pipe and the clean water discharge pipe, prepare and submit to the RE a report documenting the existing conditions at the proposed crossing locations of the inflow pipe across the USACE concrete sidewalk set atop the existing shoreline protection and the discharge pipe. The report is to include written descriptions and photographs of the site sufficient to document all existing shoreline protection, structures, handrails, walkways, signage, utility work, and any items of private property that exist. Physically identify the location and limits of the planned pipeline crossings and notify the RE when ready for inspection and approval prior to any construction activities related to the placing the inflow and discharge pipes.

Remove the horizontal members of the existing hand rail as needed for pipe access and store securely for the duration of the beach fill placement operation. Place sandbags at the crossing locations as means of protecting the pipeline, the shoreline protection, the concrete sidewalk and the existing handrail as per the contract plans.

Upon completion of the beach fill placement operations, re-installation/replacement/repair of the existing hand rail and removal of the sandbag protection, document the post-construction conditions in a similar report.

Excavate within the beach fill placement area to construct the proposed training berms to the lines and grades shown on the plans in order to adequately control beachfill placement. In the beach fill placement area, control fill placement by the use of dredge inflow pipe placement and constructed training dikes. Maintain the fill in a satisfactory condition at all times until final completion and acceptance of the work. Place fill so as to drain from the placement area through the clean water discharge pipe and so that no ponded water remains after filling.

Transport and grade additional areas of beach fill at the direction of the RE with input from Barnegat Lighthouse State Park staff.

Remove and redeposit any material placed elsewhere than in designated or approved places, where directed by the RE. Should the material be allowed to remain in place as misplaced material, the quantity of the misplaced material will be deducted from the contract quantity.

Maintain access to the public areas of the beach and state park. Take measures, including but not limited to temporary fencing, to restrict access of the general public from the active work site.

#### **202.03.23 Placement of Dredged Material into the designated confined disposal facility.**

Deposit all materials transported from the channel dredging into the CDF placement areas within the lines and grades as shown on the plans except as may be modified by the RE.

Take care not to damage any existing private or public structures, specifically including, but not limited to piers, crosswalks, walkways, curbs, pavements, drainage structures, chain-link fencing or sand fencing. Jointly inspect the entire work site with the RE prior to construction. Immediately repair any damage to existing structures at no cost to the State.

Maintain the fill, confining dikes, and outlet structure in a satisfactory condition at all times until final completion and acceptance of the work. Maintain a water surface with a minimum freeboard of one (1) foot below the minimum top of dike elevation. Place fill so as to drain and so that no ponded water remains after filling. In all designated disposal areas, control fill placement by the use of dredge discharge pipe placement and constructed training dikes. Notify the RE immediately of any seepage observed during dredging operations.

Prior to placement of dredged material into the Oyster Creek CDF, submit a narrative and appropriate calculations in the dredging work plan so as to satisfy the RE that any requirements for inflow retention time for purposes of water quality that may be mandated by permit conditions will be met. No placement of dredged material into the CDF is to be done without prior written approval of the RE. Perform construction and dredging operations in accordance with the approved Work Plan. The RE must approve any changes to the Work Plan prior to implementation.

In the event that excessive seepage or a progressively increasing rate of seepage through the confining dikes is observed, as determined by the RE:

- a. Meet with the RE to discuss the necessary steps to ensure that seepage does not result in piping or instability of the confining dikes.
- b. If directed by the RE, implement the approved plan of action within 24 hours so that the seepage does not lead to piping or dike instability.

Take the necessary steps to avoid excessive seepage from occurring and progressing to piping or dike instability. The RE may direct the Contractor to suspend activities in the affected area with the exception of those actions necessary to avoid piping failure, repair confining dikes, and mitigate seepage rates.

In the event that piping or dike instability is observed, the RE may direct the Contractor to suspend all dredging operations immediately. Dredging operations may not resume until a plan of action is received proving, to the satisfaction of the RE, that seepage rates will not result in piping or dike instability upon resumption of dredging operations. The State will not incur any additional costs resulting from, and associated with, stoppage of work due to piping or dike instability.

Remove and redeposit any material placed elsewhere than in designated or approved places, where directed by the RE. Should the material be allowed to remain in place as misplaced material, the quantity of the misplaced material will be deducted from the contract quantity.

Take measures to restrict access to the general public from the active work site.

Submit working drawings for the steel pipe access ramp as shown in the Plans in accordance with section 105.05. Size the steel pipe access ramp large enough to safely convey an emergency vehicle over the dredge inflow pipeline during dredging operations. Ensure working drawing submittals, fabrication, and delivery of the steel pipe access ramp is performed prior to placement of the dredge inflow pipeline on the Oyster Creek CDF site. Immediately after placement of the dredge inflow pipe at the Oyster Creek CDF site, place the steel pipe access ramp over the pipe and across the paved access roadway. Maintain vehicular access across the dredge inflow pipe at all times. The paved roadway is subject to an emergency access agreement with the property owner and Lacey Township and emergency vehicle access must be maintained 24 hours a day, 7 days a week.

## **202.04 MEASUREMENT AND PAYMENT**

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THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
DREDGING, TRANSPORT AND PLACEMENT TO BEACHFILL	CUBIC YARD
DREDGING, TRANSPORT AND PLACEMENT TO CDF	CUBIC YARD

THE FOLLOWING IS ADDED:

The cost of the steel pipe access ramp is to be included in the cost of pay item DREDGING, TRANSPORT AND PLACEMENT TO CDF.

The total amount of material dredged, transported, and placed in the designated placement sites and to be paid for under the respective pay items is measured by the cubic yard (CY) in place by computing the volume between the bottom surface shown by the soundings of the last survey performed immediately before dredging and the bottom surface shown by the soundings of an after-dredge survey made as soon as practicable after dredging has been completed for the project minus any amount dredged outside the design template including allowable tolerances specified in Section 202.03.21. Division of the project into channel segments for purposes of after dredging surveys and payment quantity calculations and the timing of after dredging surveys will be as determined by the RE.

The Department will perform the immediate before and an after dredging survey within each RE approved channel segment in accordance with the requirements of Section 202.04 Dredge Quantity Surveys, of these Special Provisions. The Department will compute the volume removed and paid for under this portion of the contract by using the Digital Terrain Model (DTM) method. Determination of the quantities removed after having once been made, will not be reopened, except on evidence of collusion, fraud, or obvious error.

#### **Dredge Quantity Surveys**

The before dredging (BD) and after dredging (AD) hydrographic surveys are required for payment and for final acceptance of the project and only one AD survey per RE approved channel segment will be performed by the Department. BD and AD quantity surveys will be conducted by the Department, and the Department will utilize the data derived from these surveys in computing the quantities of work performed and the actual construction completed and in place. Surveys will be performed according to the latest edition of the U.S. Army Corps of Engineers Engineering Manual (EM) 1110-2-1003 entitled "HYDROGRAPHIC SURVEYING." The RE will review the AD survey data to determine if the dredging performed by the Contractor is in accordance with the proposed lines and grades shown on the plans. If the RE determines that the dredging does not conform to the plans, take corrective measures and perform the work necessary to remedy the deficiencies identified by the RE. Upon completion of the corrective work, notify the RE of the need for an additional AD survey. If acceptability is not achieved after performing an additional AD survey of the work, or a segment of the work (if the Contract is divided into segments), a meeting will be held between the Contractor and the RE to expeditiously resolve the issue causing rejection of the survey. Costs of Contractor equipment and personnel standby time, if any, to resolve any deficiencies including failure to meet the proposed lines and grades of the dredge template is at the Contractor's expense. Contractor standby time to allow completion of the final Department AD survey at the end of the dredging work will be allowed as non-compensable extension of the Contract Period. No payment will be made to the Contractor for such standby time. Such allowance will not be made for any delays elected by the Contractor for interim phases between initial AD surveys and acceptance AD surveys.

1. **Before-Dredge Survey.** Hydrographic survey of the dredging areas will be conducted by the Department prior to the start of dredging activity. The before-dredge (BD) survey data will be used as information for computing the payment quantity of dredging pay items. Provide ten (10) days notice in advance of commencement of dredging operations to allow for completion of the BD survey.

BD survey data and the results of volume calculations of the estimated material to be dredged to the maximum depth will be furnished to the Contractor after award and prior to commencement of dredging. Perform a

detailed review of the BD survey data and available estimated volume calculations and report any discrepancies in writing prior to start of dredging. No dredging is to be performed in any area where a BD survey has not been performed, reviewed by the contractor, and accepted as having no discrepancies.

2. **After-Dredge Survey.** Hydrographic survey of the dredging sites will be conducted by the Department upon completion of dredging activity. The after-dredge survey data will be used as information for acceptance of the dredging work and for computing the payment quantity of dredging pay items. Provide ten (10) days advance notice, in writing, and regular updates to the RE of the need for an after-dredge survey for the completed work or any divisible portion of the work separated for payment. The surveys are required for payment and for final acceptance of the project or of divisible portions of the project to be approved for payment.

The Department will make volume computations based on the BD and AD surveys of the dredging areas using the Digital Terrain Model (DTM) method. The volume of material dredged for payment is defined as the difference between the before-dredge (BD) and after-dredge (AD) surveys minus any amount dredged outside the design template including allowable tolerances specified in Section 202.03.21.

The Department will perform the BD Survey and one initial AD survey of each RE-approved channel segment. The Contractor may perform interim AD surveys, at no additional cost to the State, and seek interim payment from the State for the segmented dredged areas. Final pay volumes will be made based on initial BD and final AD surveys, with any interim payments being subtracted from the monies due the Contractor for performing the dredging work. The cost incurred by the Department for performing any additional AD surveys, subsequent to the initial AD survey per RE-approved channel segment, as a result of the Contractor not meeting the line, grade or design dredge template shape as determined by the RE, will be deducted from the monies owed the Contractor for performing the dredging work.

## **SECTION 203 – EMBANKMENT**

### **203.01 DESCRIPTION**

THE FOLLOWING IS ADDED AFTER THE FIRST PARAGRAPH:

This Section also describes the requirements for Confined Disposal Facility (CDF) construction including the furnishing of all labor, materials, and equipment, and performing all excavation, transportation, and placement of all material for the construction of the CDF dikes indicated on the construction plans, and as specified.

Contractor to perform this item of work must be pre-qualified with the NJDOT to perform work classification codes 1, 1c, 3 3a, 3b, and 5. Work classification code definitions are located here:

[http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/dc74a\\_Jan2015.pdf](http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/dc74a_Jan2015.pdf)

### **203.03 CONSTRUCTION**

THE FOLLOWING SUBSECTION IS ADDED:

#### **203.03.03 Confined Disposal Facility Construction**

Provide proof that contractor to perform this item of work is pre-qualified with the NJDOT to perform work classification codes 1, 1c, 3 3a, 3b, and/or 5. Work classification code definitions are located here:

[http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/dc74a\\_Jan2015.pdf](http://www.state.nj.us/transportation/business/procurement/ConstrServ/documents/dc74a_Jan2015.pdf)

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Perform construction of the CDF according to the Work Plan approved by the RE. Perform layout of the construction in accordance with Section 157 of these Special Provisions. Install perimeter silt fence prior to any excavation or earth moving.

Construct the CDF dikes to the lines and grades as shown on the plans utilizing existing on-site material. Pay strict attention to the limits of excavation shown on the project drawings. Grade the fill material to produce uniform slopes without undrained pockets, abrupt depressions and lumps.

Available on-site fill material may contain roots and vegetation. Remove roots greater than 0.5 inches in diameter from the excavated material prior to its use in constructing the confining dikes. In accordance with Section 102.04, carefully examine the Contract and Project Limits before submitting a bid. Provide all necessary equipment to ensure the available fill material is free of excessive vegetation prior to placement in the confining dikes.

When constructing the CDF dikes against an existing slope, bench the existing slope against which the embankment is to be placed as the CDF dikes are constructed in lifts. For each lift, bench a minimum of 6 feet into the existing slope to allow the new CDF dike material to integrate with the existing slope. Compact benched areas with the new CDF dike material.

If the RE determines that the moisture content of the existing ground, previously constructed CDF dike, or new CDF dike material may adversely affect embankment construction, cease embankment construction until the moisture content is corrected.

During CDF dike construction, route construction equipment, both loaded and empty, over the lifts with the travel distributed evenly over the entire width of the CDF dike. Before placing subsequent lifts, regrade and compact areas rutted by traffic.

Construct the dikes in lifts not exceeding six inches (6") thick after compaction and compact dike materials to a density of at least 95 percent of maximum density using equipment as specified in accordance with Section 1002 or other equipment of approved equal compactive effort. Perform general excavation, grading and transport of material from the borrow source to the dike alignment and final grading with equipment of type and size chosen by the contractor.

Determine maximum density according to AASHTO T 99, Method C, including the replacement option. At least 72 hours prior to the start of dike construction, submit laboratory testing results for the maximum density determination to the RE. The RE will determine the compacted density of dikes by taking the average of 5 randomly located measurements for each course or at a minimum of each 1.5-foot increment of elevation according to AASHTO T 310 (Direct Transmission Method).

If any individual measurement is less than 90 percent of the maximum density, or the average is less than 95 percent of the maximum density, continue compaction or take corrective action until the RE verifies that the required density is achieved.

Stabilize slopes either by temporarily seeding and mulching, or by permanently seeding, and mulching as specified in Section 806.03.01. Submit alternate methods for stabilizing slopes when seeding is not feasible due to seasonal constraints. Obtain RE approval of alternate methods before beginning CDF dike construction.

Prior to start of any clearing and grading work, stake out construction limits and perform an inspection of the site with the RE to ensure correct proposed locations of the primary construction features, protective measures and soil erosion devices. Maintain temporary erosion control measures during the entire construction operation.

The Contractor is responsible for maintaining the structural integrity of the CDF dikes throughout construction and dredging operations.

## 203.04 MEASUREMENT AND PAYMENT

THE FOLLOWING ITEM IS ADDED:

*Item*

*Pay Unit*

CONFINED DISPOSAL FACILITY CONSTRUCTION

CUBIC YARD

Conduct quantity surveys with an independent surveyor, and use the data derived from these surveys in computing the quantities of work performed for the actual construction completed for the bid item Confined Disposal Facility Construction. Compute pay units by comparison of the survey of the existing ground levels to the survey of the constructed dikes, minus any deductions for material outside the payment tolerances as described in this section.

Employ an independent registered land surveyor licensed in the State of New Jersey, and experienced in land surveying. Surveyor to perform surveys required for this bid item with equipment and personnel completely independent from the Contractor's forces. Conduct surveys in accordance with U.S. Army Corps of Engineers Engineer Manual, EM 1110-1-1005, CONTROL AND TOPOGRAPHIC SURVEYING. Reference surveys to New Jersey State Plane Grid Coordinate System 1983 North American Datum 1983 (NAD '83) and North American Vertical Datum 1988 (NAVD '88). The survey control data are included in the plans.

Survey the existing ground levels prior to any disturbances in accordance with these Special Provisions. Survey final CDF construction conditions at the direction of the RE. Conduct the original and final surveys under the review of the RE, unless directed otherwise. Make all computations necessary to compute the quantities of material placed in each 50 foot section of embankment.

Survey cross sections at a minimum of 50-foot intervals along the dike centerline with surveyed points spaced not more than 10 feet apart, at any break in slope, and sufficient additional points as necessary to accurately represent the placed material. Extend survey points a minimum of 25 feet beyond the embankment template.

Volumes of material placed outside of a vertical tolerance of plus 0.5 feet (measured vertically) of the lines and grades shown on the plans will not be considered for payment.

The RE may conduct independent surveys at its discretion.

Provide the following deliverables signed and sealed by a New Jersey Licensed Professional Land Surveyor for use in determining CDF Construction pay volumes:

1. A topographic map showing spot elevations and contours at a minimum of 1' intervals in NAVD '88 vertical datum for the existing pre-construction condition.
2. A topographic map showing spot elevations and contours at a minimum of 1' intervals in NAVD '88 vertical datum for the completed CDF post-construction conditions.
3. Plotted cross-sections showing pre-existing ground lines and post-construction grade lines.
4. A plan showing the method of cross-sections with locations of each section and scheme of matchlines between sections.
5. A report containing calculations of the CDF volumes.

RE-ADVERTISEMENT OF MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR  
DOUBLE CREEK MAINLAND, DOUBLE CREEK INLET, HIGH BAR HARBOR AND  
BARNEGAT LIGHT STAKE CHANNELS - CONTRACT NO. 125201503  
TOWNSHIP OF BARNEGAT, TOWNSHIP OF OCEAN, TOWNSHIP OF LONG BEACH, TOWNSHIP OF LACEY  
AND BOROUGH OF BARNEGAT LIGHT, OCEAN COUNTY

The pay quantity is for the amount of embankment needed to construct the dikes to the lines and grades shown on the plans. It is measured between the existing ground and the finished grade of the dikes above the existing ground.

# DIVISION 500 – STRUCTURES

## SECTION 510 – TIMBER STRUCTURES

### 510.01 DESCRIPTION

THE FOLLOWING IS ADDED:

This Section also describes the requirements for constructing a timber structure as a means of access to the confined disposal facility control structure.

### 510.02 MATERIALS

THE FOLLOWING IS ADDED:

#### 510.02.01 Materials

THE FIRST SENTENCE IS CHANGED TO:

Provide materials as specified and shown on the plans:

THE FOLLOWING MATERIALS ARE ADDED TO THE LIST IN SECTION 510.02:

Steel Bolting Materials.....908.01.01, 908.01.02

### 510.03 CONSTRUCTION

THE FOLLOWING SUBSECTIONS ARE ADDED:

#### 510.03.01 Timber Structures

THIS SUBSECTION IS DELETED IN ITS ENTIRETY AND CHANGED TO:

Furnish and install the timber structure for use as a means of access to the confined disposal facility control structure meeting the dimensions and the requirements shown on the Plans. Design the structure for a minimum service life of 15 years. Provide detailed shop drawings and calculations signed and sealed by a licensed Professional Engineer in the State of New Jersey.

Provide shop drawings for approval, signed and sealed by a licensed Professional Engineer in the state of New Jersey including, but not limited to the following: complete plans and design criteria with detailed specifications and calculations, design and details for connection to the foundations, if foundations are determined to be necessary, and complete detailed drawings for erection and installation.

Fabricate the structures using the material specified in Section 915.04 and in table 915.05-3 in the Standard Specifications. Use timber that is sound and suitable for the intended use. Limit timber containing loose or open knots to no more than 10% of the material used. Limit surfaces displaying planer skips or saw marks after dressing to no more than 10% of exposed faces. Edges may be rounded, sanded, or edge-shaped free of splinters.

Install the structure using a competent supervisor in the construction trades and according to the approved shop drawings. Provide proficient construction practices and procedures. Set posts plumb within a tolerance of 1/8" per foot. Secure and protect the structure's materials upon arrival at the destination. Allow the Resident Engineer to inspect all materials for appropriate condition prior to accepting the materials. Submit an association inspection certificate issued

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AND BOROUGH OF BARNEGAT LIGHT, OCEAN COUNTY



by the association whose grading rules govern the species of timber selected. Timber that is “Grade Marked” will be accepted in lieu of the inspection certificate.

**510.04 METHOD OF MEASUREMENT**

THIS SUBSECTION HEADING IS CHANGED TO:

**510.04 MEASUREMENT AND PAYMENT**

**DIVISION 600 – MISCELLANEOUS CONSTRUCTION**

**SECTION 601 – PIPE**

**601.02 MATERIALS**

THE FOLLOWING IS ADDED:

Provide materials as specified:

Ductile Iron Pipe.....909.02.08

**601.03 CONSTRUCTION**

**E. Joining Pipe.**

THE FOLLOWING IS ADDED:

Join ductile iron pipes according to the manufacturer’s recommendations. Cut ductile iron pipes according to the manufacturer’s recommendations. Ensure ductile iron pipe cuts are clean and square.

**601.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING IS ADDED:

The Department will make payment for restoring the pavement structure for trenches in the traveled way and shoulder under various pipe pay items in the Contract.

THE FOLLOWING ITEMS ARE ADDED

<i>Item</i>	<i>Pay Unit</i>
36” REINFORCED CONCRETE PIPE	LINEAR FOOT
36” REINFORCED CONCRETE END SECTION	UNIT
36” DUCTILE IRON PIPE	LINEAR FOOT

**SECTION 602 – DRAINAGE STRUCTURES**

**602.01 DESCRIPTION**

THE SECOND SENTENCE IN THIS SECTION IS CHANGED TO:

This Section also describes the requirements for constructing a confined disposal facility control structure.

**602.02 MATERIALS**

**602.02.01 Materials**

THE FIRST SENTENCE IS CHANGED TO:

Provide materials as specified and shown on the plans:

RE-ADVERTISEMENT OF MAINTENANCE DREDGING AND CHANNEL IMPROVEMENTS FOR DOUBLE CREEK MAINLAND, DOUBLE CREEK INLET, HIGH BAR HARBOR AND BARNEGAT LIGHT STAKE CHANNELS - CONTRACT NO. 125201503 TOWNSHIP OF BARNEGAT, TOWNSHIP OF OCEAN, TOWNSHIP OF LONG BEACH, TOWNSHIP OF LACEY AND BOROUGH OF BARNEGAT LIGHT, OCEAN COUNTY

THE FOLLOWING MATERIALS ARE ADDED TO THE LIST:

Structural Steel.....	906.01
Steel Bolting Materials.....	908.01.01, 908.01.02
Timber and Timber Treatment.....	915.04, 915.05-3

**602.03 CONSTRUCTION**

THE FOLLOWING SUBSECTIONS ARE ADDED:

**602.03.09 Confined Disposal Facility Control Structure**

Construct the confined disposal facility control structure and discharge piping arrangement in accordance with the approved working drawings and as shown on the Plans. Ensure the confined disposal facility control structure has the structural capacity to withstand the design loads expected when the CDF is full of dredge slurry up to the highest elevation of the structure. Ensure that the buried discharge pipe can support the anticipated dike and construction loadings. The total weight of the confined disposal facility control structure must overcome any floatation forces and remain stationary when the site is full of water up to the highest elevation of the structure. Add additional weight with concrete or concrete blocks as determined in the locations shown on the plans.

Obtain written approval of the confined disposal facility control structure from the RE prior to the start of final cleanup activities.

**602.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEMS ARE ADDED:

<i>Item</i>	<i>Pay Unit</i>
CONFINED DISPOSAL FACILITY CONTROL STRUCTURE	UNIT

**SECTION 603 – SLOPE AND CHANNEL PROTECTION**

**603.01 DESCRIPTION**

THE FOLLOWING IS ADDED:

This Section describes the requirements of furnishing, constructing and installing outfall scour holes.

**603.02 MATERIALS**

**603.02.01 Materials**

THE FOLLOWING IS ADDED:

Coarse Aggregate (No. 57).....	901.03
Riprap Stones (D <sub>50</sub> =6") .....	901.08
Geotextile .....	919.01

**603.03 CONSTRUCTION**

THE FOLLOWING SUBPART IS ADDED:

**603.03.05 Outfall Scour Hole**

Excavate as specified in 202.03.03. Shape and compact the underlying material to produce a firm, even surface. Install the geotextile. If sections of geotextile need to be joined, overlap the sections a minimum of 18 inches. Permanently cover the geotextile within 48 hours of placement. Place and grade coarse aggregate without damaging the geotextile. Install the rip rap stone according to construction details.

**603.04 MEASUREMENT AND PAYMENT**

THE FOLLOWING ITEMS ARE ADDED:

Item Pay	Unit
OUTFALL SCOUR HOLE.....	SQUARE YARD

THE FOLLOWING IS ADDED TO THIS SECTION:

The Department will measure the quantity of OUTFALL SCOUR HOLE by measuring the surface area of the installed rip rap stone.

## STATE ATTACHMENT NO. 1

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS FUNDED BY WHOLLY OR PARTIALLY STATE FUNDS

#### I. GENERAL

It is the policy of the New Jersey Department of Transportation (hereafter "NJDOT") that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the NJDOT to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the NJDOT's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the NJDOT's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Jobs4Jersey "OnRamp" website, managed by the Department of Labor and Workforce Development, available online at <http://webos.dol.state.nj.us/Talent/Login.aspx>.

Note: Posting shall not be required where the employer intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing legally binding collective bargaining agreements provide otherwise, or where an exception has been granted to the NJDOT by the Department of Labor and Workforce Development.

2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the NJDOT with proof of solicitation for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the NJDOT no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

The Contractor is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey "*Law Against Discrimination*", N.J.S.A. 10:5-31 et seq., and according to the Affirmative Action Regulations set forth at N.J.A.C. 17:27-1.1 et seq.

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and

regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon the Contractor.

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.

The Contractor will cooperate with the state agencies in carrying out its Equal Employment Opportunity obligations and in their review of its activities under the contract.

The Contractor and all its subcontractors, not including material suppliers, holding subcontracts of \$2,500 or more, will comply with the following minimum specific requirement activities of Equal Opportunity and Affirmative Action set forth in these special provisions. The Contractor will include these requirements in every subcontract of \$2,500 or more with such modification of language in the provisions of such contracts as is necessary to make them binding on the subcontractor.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

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 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, 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 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 and the Americans with Disabilities Act.
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 Department of Labor and Workforce Development, Construction EEO Monitoring Program may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the Department

of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Department of Labor and Workforce Development, Construction EEO Monitoring Program, 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 and the Americans with Disabilities Act. 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 hiring or scheduling procedures prescribed under (b) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Department of Labor and Workforce Development, Construction EEO Monitoring Program that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- b. 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 (a) 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:
  - (1) To notify the Public Agency Compliance Officer, the Department of Labor and Workforce Development, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Department of Labor and Workforce Development, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) 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;
  - (4) To leave standing requests for additional referral to 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;
  - (5) If it is necessary to lay off some 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 regulation, as well as with applicable State and Federal court decisions;
  - (6) 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 recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above whenever vacancies occur. At the request of the Department of Labor and Workforce Development, Construction EEO Monitoring Program, 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, said 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 Department of Labor and Workforce Development, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.
- c. The Contractor or subcontractor agrees that nothing contained in (b) above shall preclude the Contractor or subcontractor from complying with the 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 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 targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (b) 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 worker 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 (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Public Agency Compliance Officer and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) provided to the public agency by the Department of Labor and Workforce



Development, Construction EEO Monitoring Program for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

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/civilrights/pdf/cc257.pdf>

Instructions on how to complete Form CC-257R 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.

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 Reports may impact the contractor's prequalification rating with the Department.

- d. The Contractor and its subcontractors shall furnish such reports or other documents to the Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the Department of Labor and Workforce Development, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

## II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Contractor agrees that it will accept and implement during the performance of this contract as its operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons without regard to their age, race, color, religion, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and to promote the full realization of Equal Employment Opportunity through a positive continuing program:

"It is the policy of this company that it 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 and that it will take Affirmative Action to ensure that 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, affectional or sexual orientation, gender identity or expression, disability, nationality 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."

## III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The Contractor will designate and make known to the Department contracting officers an Equal Employment Opportunity Officer (hereafter "EEO Officer") who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

## IV. DISSEMINATION OF POLICY

- A. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend 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 that the above agreement will be met, the following actions will be taken as a minimum:
1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer or other knowledgeable company official will conduct the meetings.
  2. All new supervisory or personnel office employees 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 who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's Procedures for locating and hiring minority and women workers.
- 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 in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions will be placed in conspicuous places 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, or other appropriate channels.

## **V. RECRUITMENT**

- A. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will 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. All such advertisements will be published in newspapers or other publications having a large circulation among minorities and women in the area from which the project workforce 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 women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. To meet this requirement, the Contractor will, through his/her EEO Officer, identify sources of potential minority and women employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
- C. 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 Equal Employment Opportunity contract provisions. (The US Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same; such implementation violates Executive Order 11246, as amended).

- D. In the event that the process of referrals established by such a bargaining agreement fails to provide the Contractor with a sufficient number of minority and women referrals within the time period set forth in such an agreement, the Contractor shall comply with the provisions of "Section IX Unions" of the EEO Special Provisions.

**VI. ESTABLISHMENT OF GOALS FOR CONSTRUCTION CONTRACTORS**

- A. The New Jersey Department of Transportation has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, "EEO Tabulation - Detailed Occupations by Race/Hispanic Groups" as follows:

MINORITY AND WOMEN EMPLOYMENT GOAL OBLIGATIONS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

COUNTY	MINORITY % PERCENTAGE	WOMEN % PERCENTAGE
Atlantic	18	6.9
Bergen	22	6.9
Burlington	15	6.9
Camden	19	6.9
Cape May	5	6.9
Cumberland	27	6.9
Essex	53	6.9
Gloucester	9	6.9
Hudson	60	6.9
Hunterdon	3	6.9
Mercer	30	6.9
Middlesex	24	6.9
Monmouth	15	6.9
Morris	16	6.9
Ocean	7	6.9
Passaic	36	6.9
Salem	10	6.9
Somerset	20	6.9
Sussex	4	6.9
Union	45	6.9
Warren	5	6.9

The Department of Labor and Workforce Development, Construction EEO Monitoring Program has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

If a project is located in more than one county, the minority work hour goal will be determined by the county which serves as the primary source of hiring or, if workers are obtained equally from one or more counties, the single minority goal shall be the average of the individual goal for the affected counties.

- B. The State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.
- C. When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.
- D. It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, he will have complied with his obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals

applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department of Transportation that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

1. Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
2. The Contractor and its subcontractors shall comply with Section IX, Unions of these EEO Special Provisions and, in particular, with Section IX, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
3. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the Department of Labor and Workforce Development, Construction EEO Monitoring Program of the Department of Treasury and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
4. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the Department of Labor and Workforce Development, Construction EEO Monitoring Program of the Department of Treasury in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Project.
5. The Contractor and its subcontractors shall make standing requests to all local construction unions, the state training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the project.
6. The Contractor and its subcontractors shall make standing requests to all local construction unions, the state training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the project.
7. In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
8. The Contractor and its subcontractors shall comply with the other requirements of these EEO Special Provisions.

## **VII. 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 age, race, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The following procedures shall be followed:

- A. The Contractor will conduct periodic inspections of project sites 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 his/her 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 his/her avenues of appeal.

#### **VIII. TRAINING AND PROMOTION**

The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.

Consistent with the Contractor's workforce requirements and as permissible under 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

The Contractor will periodically review the training and promotion potential of minority group and women workers and will encourage eligible employees to apply for such training and promotion.

#### **IX. UNIONS**

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and women workers. 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 send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
- B. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- C. The Contractor will use their best efforts 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 age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.
- D. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that 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 NJDOT and shall set forth what efforts have been made to obtain such information.

- E. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women 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 age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (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 NJDOT.

#### **X. SUBCONTRACTING**

- A. The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).
- B. The Contractor will use his best efforts to ensure subcontractor compliance with their Equal Employment Opportunity obligations.

#### **XI. RECORDS AND REPORTS**

- A. The Contractor will keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. The records kept by the Contractor will be designed to indicate:
1. The 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 to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
  3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
  4. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
- B. All such records 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 NJDOT.
- C. The Contractor shall submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours 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 a form supplied by the NJDOT.

#### **XII 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.,

N.J.S.A.10:2-1 et seq., 42 U.S.C. 2000(d) 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 will 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 investigation 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 NJDOT all other records, including, but not limited to, interview memos and statements.)
3. Upon the request of the NJDOT provides to the NJDOT 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 actions 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 complainant 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 in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken 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.
7. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
8. The Contractor also agrees that its failure 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.



## STATE ATTACHMENT NO. 2

### PAYROLL REQUIREMENTS FOR 100% STATE PROJECTS

1. Each contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:
  - A. Each employee's full name and the last four digits of social security number of each such employee.
  - B. Each employee's specific work classification (s).
  - C. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to the employee in cash must be indicated.
  - D. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
  - E. Each employee's gross wage.
  - F. The itemized deductions made.
  - G. The net wages paid.
2. Each contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on New Jersey Department of Transportation Form FA-7 "Statement of Compliance," or the same certification set forth on (1) U.S. Department of Labor Form WH-348, (2) the reverse side of U. S. Department of Labor Form WH-347, or (3) any form with identical wording.
3. Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.

## STATE ATTACHMENT NO. 3

### AMERICANS WITH DISABILITIES ACT 100% STATE FUNDED CONTRACTS

Equal Opportunity For Individuals With Disabilities.

The CONTRACTOR and the STATE do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR, agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## STATE ATTACHMENT NO. 4

### SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT 100% STATE-FUNDED CONTRACTS

#### I. UTILIZATION OF SMALL BUSINESS ENTERPRISE (SBE) BUSINESSES AS CONTRACTORS, MATERIAL SUPPLIERS AND EQUIPMENT LESSORS.

The New Jersey Department of Transportation 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 notification to the applicable State 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 included in all subcontract agreements in accordance with State of New Jersey requirements.

#### II. POLICY

It is the policy of the New Jersey Department of Transportation that Small Business Enterprises, as defined in N.J.A.C. 17:14-1.2 et seq., shall have the maximum opportunity to participate in the performance of contracts financed wholly with 100% state funds.

#### III. CONTRACTOR'S SMALL BUSINESS OBLIGATION

The New Jersey Department of Transportation and its Contractor agree to ensure that Small Business Enterprises (SBE), as defined in N.J.A.C. 12A:10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., have maximum opportunity to participate in the performance of contracts and subcontracts financed wholly with 100% state funds. In this regard, the New Jersey Department of Transportation and all Contractors shall take all necessary and reasonable steps to ensure that Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts. The New Jersey Department of Transportation and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of State-funded contracts.

#### IV. COMPLIANCE

To signify and affirm compliance with the provisions of this attachment, the bidder shall complete the Schedule of Small Business Participation "Form CR-266S" included in the Proposal 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. SMALL BUSINESS GOALS FOR THIS PROJECT

**NOTE: SUBCONTRACTING GOALS ARE NOT APPLICABLE IF THE PRIME CONTRACTOR IS A REGISTERED SMALL BUSINESS ENTERPRISE (SBE) FIRM.**

- A. This project includes a goal of awarding 2.0 % percent of the total contract value to subcontractors qualifying as **SMALL BUSINESSES**.
- B. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the contractor has met the established goals for the project. Early submission of required documentation is encouraged.
- C. If a prospective Small Business Enterprise fails to meet the eligibility standards for participation the department's Small Business Program, the contractor shall, prior to the award, make reasonable outreach efforts to replace that ineligible subcontractor with a registered Small Business whose participation is sufficient to meet the goal for the contract.

- D. Prospective Small Businesses whose registration applications are denied or rejected by the New Jersey Commerce and Growth Commission are ineligible for participation on the project to meet Small Business goals, regardless of any pending appeal action in progress.
- E. A directory of registered Small Businesses Enterprise firms is available upon request to the New Jersey Commerce and Growth Commission or the New Jersey Department of Transportation, Division of Civil Rights/Affirmative Action. The directory is to be used as a source of information only and does not relieve the Contractor of their responsibility to seek out Small Businesses Enterprises not listed.

## **VI. COUNTING SMALL BUSINESS ENTERPRISE PARTICIPATION**

- A. Each Small Business Enterprise (SBE) is subject to a registration procedure to ensure their SBE eligibility prior to the award of contract. In order to facilitate this process, it is advisable for the bidder to furnish the names of proposed SBEs to the Department before bid opening. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.
- B. The Contractor may count toward its SBE goal only expenditures to SBEs that perform a commercially useful function in the work of a contract. A SBE 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 SBE is performing a commercially useful function, the Contractor shall evaluate the amount of work subcontracted, industry practice and other relevant factors.
- C. If an SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the SBE 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 a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the applicable goal.
- E. If the Contractor is a registered SBE, payments made to the Contractor for work performed by the Contractor will be applied toward the SBE goal. Payments made to the Contractor for work performed by non-SBE's will not be applied toward the goal.
- F. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goals only if the SBE's subcontractor is also a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the assigned goal.

## **VII. SUBMISSION OF CONTRACTOR'S AFFIRMATIVE ACTION PLANS**

- A. Contractors are required to submit annually on their due date, their firm's Affirmative Action Program to the Division of Civil Rights/Affirmative Action. Contractors must have an **approved** Affirmative Action Program in the Division of Civil Rights/Affirmative Action no later than seven (7) State business days after receipt of bids. No recommendations to award will be made without an approved Affirmative Action Program on file in the Division of Civil Rights/Affirmative Action.
- B. The Annual Affirmative Action Program will include, but is not limited to the following:
  - 1. The name of the company's Liaison Officer who will administer the Small Business Enterprise Program.
  - 2. An explanation of the affirmative action methods used in seeking out and considering Small Business Enterprises as subcontractors, material suppliers or equipment lessors.

3. An explanation of affirmative action methods which will be used in seeking out future Small Business Enterprises as subcontractors, material suppliers or equipment lessors 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/Affirmative Action no later than seven (7) state business days after the receipt of bids.
1. SBE FORM CR-266S Schedule of SBE Participation. The Contractor shall list all SBEs that will participate in the contract including scope of work, actual dollar amount and percent of total contract to be performed. This form should be submitted only if the goal level established for the contract has been met or exceeded;  
**Note:** If a change occurs to the Contractor's original Form A submission which was previously approved by the Division of Civil Rights/Affirmative Action, a Revised Form CR-266S must be submitted naming the replacement Small Business Enterprise subcontractors. A written explanation should be included with the submission of the revised Form CR-266S.
  2. Request for Exemption - In the event the Contractor is unable to meet the specified goal level, that Contractor must submit a written request for a partial or full exemption from the SBE goal. This request shall include the names of all SBE firms that the contractor will utilize on the contract and shall describe the specific work to be performed by each SBE together with the actual dollar amount of that work. Additionally, this request must address the Contractor's efforts to make Reasonable Outreach Efforts as enumerated in Section VIII.
  3. Additional Information - The Department in its sole discretion may request additional information from the Contractor prior to award of the contract in order to evaluate the Contractor's compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by the department. The Contractor shall, prior to the award of the contract, submit a completed SBE "Form CR-266S", even if it has been granted an exemption from the SBE goal.

#### VIII. REASONABLE OUTREACH EFFORTS

If a Contractor fails to meet the goal for Small Business Enterprise participation, the Contractor shall document its reasonable outreach efforts to meet the SBE goal. Reasonable outreach shall include, but not be limited to the following:

- A. Attendance at a pre-bid meeting, if any, scheduled by the Department to inform SBE's of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and small business enterprise-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 SBE's that their interest in the contract is solicited;
- D. Efforts made to select portions of the work proposed to be performed by SBEs in order to increase the likelihood of achieving the stated goal;
- E. Efforts made to negotiate with SBE's for specific sub-bids including at a minimum
  1. The names, addresses and telephone numbers of SBE's that were contacted;
  2. A description of the information provided to SBE's regarding the plans and specifications for portions of the work to be performed; and
  3. A statement of why additional agreements with SBE's were not reached;
- F. Information regarding each SBE the bidder contacted and rejected as unqualified and the reasons for the bidder's conclusion;
- G. Efforts made to assist the SBE in obtaining bonding or insurance required by the Bidder or the Department.

## **IX. ADMINISTRATIVE RECONSIDERATION**

- A. If the Division of Civil Rights/Affirmative Action determines that the apparent successful bidder has failed to make reasonable outreach efforts to meet the requirements of this section, the Department must, before awarding the contract, provide the bidder an opportunity for administrative reconsideration.
- B. As part of this reconsideration, 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 SBE goal or make an adequate good faith effort to do so.
- C. Within seven (7) State business days of being informed by the Division of Civil Rights/Affirmative Action that it is not a responsible bidder because it has not made or documented sufficient outreach efforts to SBEs, a bidder may make a request in writing to the Director, Division of Procurement, PO Box 605, Trenton, New Jersey, 08625-0605; Telephone (609) 530-6355. The Director, Division of Procurement, does not participate in the initial determination of whether reasonable outreach was performed by the Contractor.

## **X. RESPONSIBILITY 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:

- A. To notify the RE, in writing, of the type and approximate value of the Contractor intends to accomplish by such subcontract, purchase order or lease.
- B. To signify and affirm compliance with the provisions of this Section, the Contractor shall submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with his application to sublet or prior to purchasing material or leasing equipment. Post Award SBE forms may be obtained from the RE.
- C. To give small business enterprise firms equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.

## **XI. CONSENT BY DEPARTMENT TO SUBLETTING**

- A. The Department will not approve any subcontracts proposed by the Contractor unless and until said contractor has complied with the terms of this SBE Utilization Attachment.
- B. The Contractor shall provide the RE with a listing of firms, organizations or enterprises to be used as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs.
- C. Notification of a subcontractor's termination shall be sent to the Department by the Contractor through the RE.

## **XII. CONCILIATION**

In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the Division of Civil Rights/Affirmative Action, New Jersey Department of Transportation.

## **XIII. DOCUMENTATION**

- A. Records and Reports

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

1. The names of the small business enterprise 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 by the prime contractor on the project.
  3. The actual dollar amount of work awarded to SBE's.
  4. The progress and efforts being made in seeking out and utilizing Small Business Enterprise firms. 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 Small Business Enterprise firms on this project.
- B. The contractor shall submit reports, as required by the Department, on those contracts and other business transactions executed with Small Business Enterprise firms in such form and manner as may be prescribed by the Department.
- C. 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. SANCTIONS**

Failure of a Contractor to comply with these provisions may result in bid rejection, reduced classification, suspension, debarment, or the institution of other appropriate action by the New Jersey Department of Transportation.

## STATE ATTACHMENT NO. 5

### **NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS 100% STATE-FUNDED CONTRACTS**

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 RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, 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.



**EQUIPMENT SCHEDULE**  
FORM TO BE SUBMITTED WITH WORK PLAN

Prospective Bidders are requested to state below the number and types of equipment to be used for the Project. This schedule shall include equipment owned and/or operated by the Contractor and by any Subcontractor.

Dredge Name/Discharge Dia./Pump HP/Cutter HP:	/	/	/
Dredge Name/Discharge Dia./Pump HP/Cutter HP:	/	/	/
Booster Used/Discharge Dia./Pump HP:	/	/	
Booster Used/Discharge Dia./Pump HP:	/	/	

**RELEVANT PROJECT EXPERIENCE**  
FORM TO BE SUBMITTED WITH WORK PLAN

Prospective Bidders are requested to list below any dredging projects completed in the last (5) five years with equipment used. For USACE multi-task contracts please list total combined size and number of project areas.

Project Name:				
Owner or Agency:				
Contact Information:				
Dredge Used/Discharge Dia./Pump HP/Cutter HP:	/	/	/	
Booster Used/Discharge Dia./Pump HP:	/	/		
Avg. Pipeline Length (feet):				
Gen'l Material Type (% by Vol of Mud/Gravel/Sand/Clay):	/	/	/	/
Dredging Duration (Calendar Days) :				
Avg. Production (CY/Cal. Day):				

Project Name:				
Owner or Agency:				
Contact Information:				
Dredge Used/Discharge Dia./Pump HP/Cutter HP:	/	/	/	
Booster Used/Discharge Dia./Pump HP:	/	/		
Avg. Pipeline Length (feet):				
Gen'l Material Type (% by Vol of Mud/Gravel/Sand/Clay):	/	/	/	/
Dredging Duration (Calendar Days) :				
Avg. Production (CY/Cal. Day):				

## STATE ATTACHMENT NO. 1

### STATE OF NEW JERSEY EQUAL EMPLOYMENT OPPORTUNITY SPECIAL PROVISIONS FOR CONSTRUCTION CONTRACTS FUNDED BY WHOLLY OR PARTIALLY STATE FUNDS

#### I. GENERAL

It is the policy of the New Jersey Department of Transportation (hereafter "NJDOT") that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the NJDOT to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the NJDOT's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the NJDOT's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Jobs4Jersey "OnRamp" website, managed by the Department of Labor and Workforce Development, available online at <http://webos.dol.state.nj.us/Talent/Login.aspx>.

Note: Posting shall not be required where the employer intends to fill the job opening with a present employee, a laid-off former employee, or a job candidate from a previous recruitment, where pre-existing legally binding collective bargaining agreements provide otherwise, or where an exception has been granted to the NJDOT by the Department of Labor and Workforce Development.

2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the NJDOT with proof of solicitation for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the NJDOT no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

The Contractor is required to implement and maintain a specific Affirmative Action Compliance Program of Equal Employment Opportunity in support of the New Jersey "*Law Against Discrimination*", N.J.S.A. 10:5-31 et seq., and according to the Affirmative Action Regulations set forth at N.J.A.C. 17:27-1.1 et seq.

The provisions of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31 et seq., as amended and supplemented) dealing with discrimination in employment on public contracts, and the rules and

regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon the Contractor.

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.

The Contractor will cooperate with the state agencies in carrying out its Equal Employment Opportunity obligations and in their review of its activities under the contract.

The Contractor and all its subcontractors, not including material suppliers, holding subcontracts of \$2,500 or more, will comply with the following minimum specific requirement activities of Equal Opportunity and Affirmative Action set forth in these special provisions. The Contractor will include these requirements in every subcontract of \$2,500 or more with such modification of language in the provisions of such contracts as is necessary to make them binding on the subcontractor.

The Contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and off-the-job programs for outreach and training of minority and female trainees employed on the construction projects.

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 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, 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 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 and the Americans with Disabilities Act.
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 Department of Labor and Workforce Development, Construction EEO Monitoring Program may, in its discretion, exempt a Contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, a, b, and c, as long as the Department

of Labor and Workforce Development, Construction EEO Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Department of Labor and Workforce Development, Construction EEO Monitoring Program, 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 and the Americans with Disabilities Act. 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 hiring or scheduling procedures prescribed under (b) below; and the Contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Department of Labor and Workforce Development, Construction EEO Monitoring Program that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- b. 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 (a) 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:
  - (1) To notify the Public Agency Compliance Officer, the Department of Labor and Workforce Development, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Department of Labor and Workforce Development, Construction EEO Monitoring Program pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) 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;
  - (4) To leave standing requests for additional referral to 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;
  - (5) If it is necessary to lay off some 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 regulation, as well as with applicable State and Federal court decisions;
  - (6) 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 recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Department of Labor and Workforce Development, Construction EEO Monitoring Program. If necessary, the Contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (c) below.
  - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in paragraph (i) above whenever vacancies occur. At the request of the Department of Labor and Workforce Development, Construction EEO Monitoring Program, 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, said 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 Department of Labor and Workforce Development, Construction EEO Monitoring Program.
- (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, and on forms made available by the Department of Labor and Workforce Development, Construction EEO Monitoring Program and submitted promptly to the Department of Labor and Workforce Development, Construction EEO Monitoring Program upon request.
- c. The Contractor or subcontractor agrees that nothing contained in (b) above shall preclude the Contractor or subcontractor from complying with the 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 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 targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (b) 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 worker 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 (b) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the Contractor shall submit to the Public Agency Compliance Officer and the Department of Labor and Workforce Development, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) provided to the public agency by the Department of Labor and Workforce

Development, Construction EEO Monitoring Program for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

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/civilrights/pdf/cc257.pdf>

Instructions on how to complete Form CC-257R 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.

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 Reports may impact the contractor's prequalification rating with the Department.

- d. The Contractor and its subcontractors shall furnish such reports or other documents to the Department of Labor and Workforce Development, Construction EEO Monitoring Program as may be requested by the Department of Labor and Workforce Development, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Department of Labor and Workforce Development, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

## II. EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Contractor agrees that it will accept and implement during the performance of this contract as its operating policy the following statement which is designed to further the provision of Equal Employment Opportunity to all persons without regard to their age, race, color, religion, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and to promote the full realization of Equal Employment Opportunity through a positive continuing program:

"It is the policy of this company that it 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 and that it will take Affirmative Action to ensure that 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, affectional or sexual orientation, gender identity or expression, disability, nationality 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."

## III. EQUAL EMPLOYMENT OPPORTUNITY OFFICER

The Contractor will designate and make known to the Department contracting officers an Equal Employment Opportunity Officer (hereafter "EEO Officer") who will have the responsibility for and must be capable of effectively administering and promoting an active Equal Employment Opportunity program and be assigned adequate authority and responsibility to do so.

## IV. DISSEMINATION OF POLICY

- A. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend 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 that the above agreement will be met, the following actions will be taken as a minimum:
1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every 6 months, at which time the Contractor's Equal Employment Opportunity Policy and its implementation will be reviewed and explained. The EEO Officer or other knowledgeable company official will conduct the meetings.
  2. All new supervisory or personnel office employees 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 who are engaged in direct recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's Procedures for locating and hiring minority and women workers.
- 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 in the Contractor's Equal Employment Opportunity policy, as set forth in Section 2 of these Equal Employment Opportunity Special Provisions will be placed in conspicuous places 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, or other appropriate channels.

## V. RECRUITMENT

- A. In all solicitations and advertisements for employees placed by or on behalf of the Contractor, the Contractor will 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. All such advertisements will be published in newspapers or other publications having a large circulation among minorities and women in the area from which the project workforce 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 women applicants, including, but not limited to state employment agencies, schools, colleges and minority and women organizations. To meet this requirement, the Contractor will, through his/her EEO Officer, identify sources of potential minority and women employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the Contractor for employment consideration.
- C. 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 Equal Employment Opportunity contract provisions. (The US Department of Labor has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same; such implementation violates Executive Order 11246, as amended).

- D. In the event that the process of referrals established by such a bargaining agreement fails to provide the Contractor with a sufficient number of minority and women referrals within the time period set forth in such an agreement, the Contractor shall comply with the provisions of "Section IX Unions" of the EEO Special Provisions.

**VI. ESTABLISHMENT OF GOALS FOR CONSTRUCTION CONTRACTORS**

- A. The New Jersey Department of Transportation has established, pursuant to N.J.A.C. 17:27-7.2, the minority and women goals for each construction contractor and subcontractor based on availability statistics as reported by the New Jersey Department of Labor, Division of Planning and Research, in its report, "EEO Tabulation - Detailed Occupations by Race/Hispanic Groups" as follows:



MINORITY AND WOMEN EMPLOYMENT GOAL OBLIGATIONS FOR CONSTRUCTION CONTRACTORS AND SUBCONTRACTORS

COUNTY	MINORITY % PERCENTAGE	WOMEN % PERCENTAGE
Atlantic	18	6.9
Bergen	22	6.9
Burlington	15	6.9
Camden	19	6.9
Cape May	5	6.9
Cumberland	27	6.9
Essex	53	6.9
Gloucester	9	6.9
Hudson	60	6.9
Hunterdon	3	6.9
Mercer	30	6.9
Middlesex	24	6.9
Monmouth	15	6.9
Morris	16	6.9
Ocean	7	6.9
Passaic	36	6.9
Salem	10	6.9
Somerset	20	6.9
Sussex	4	6.9
Union	45	6.9
Warren	5	6.9

The Department of Labor and Workforce Development, Construction EEO Monitoring Program has interpreted Section 7.2 of the State of New Jersey Affirmative Action Regulations as applicable to work hour goals for minority and women participation.

If a project is located in more than one county, the minority work hour goal will be determined by the county which serves as the primary source of hiring or, if workers are obtained equally from one or more counties, the single minority goal shall be the average of the individual goal for the affected counties.

- B. The State Department of Labor and Workforce Development, Construction EEO Monitoring Program may designate a regional goal for minority membership for a union that has regional jurisdiction. No regional goals shall apply to this project unless specifically designated elsewhere herein.
- C. When hiring workers in the construction trade, the Contractor and/or subcontractor agree to attempt, in good faith, to employ minority and women workers in each construction trade, consistent with the applicable county or, in special cases, regional goals.
- D. It is understood that the goals are not quotas. If the Contractor or subcontractor has attempted, in good faith, to satisfy the applicable goals, he will have complied with his obligations under these EEO Special Provisions. It is further understood that if the Contractor shall fail to attain the goals

applicable to this project, it will be the Contractor's obligation to establish to the satisfaction of the Department of Transportation that it has made a good faith effort to satisfy such goals. The Contractor or subcontractor agrees that a good faith effort to achieve the goals set forth in these special provisions shall include compliance with the following procedures:

1. Requests shall be made by the Contractor or subcontractor to each union or collective bargaining unit with which the Contractor or subcontractor has a referral agreement or arrangement for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances for the referral of minority and women workers to fill job openings. Requests shall also be made for assurances from such unions or collective bargaining units that they will cooperate with the Contractor or subcontractor in fulfilling the Affirmative Action obligations of the Contractor or subcontractor under this contract. Such requests shall be made prior to the commencement of construction under the contract.
2. The Contractor and its subcontractors shall comply with Section IX, Unions of these EEO Special Provisions and, in particular, with Section IX, Paragraph D, if the referral process established in any collective bargaining arrangement is failing to provide the Contractor or subcontractor with a sufficient number of minority and women referrals.
3. The Contractor and its subcontractors shall notify the Department's Compliance Officer, the Department of Labor and Workforce Development, Construction EEO Monitoring Program of the Department of Treasury and at least one approved minority referral organization of the Contractor's or subcontractors work force needs and of the Contractor's or subcontractor's desire for assistance in attaining the goals set forth herein. The notifications should include a request for referral of minority and women workers.
4. The Contractor and its subcontractors shall notify the Department's Compliance Officer and the Department of Labor and Workforce Development, Construction EEO Monitoring Program of the Department of Treasury in the event that a union or collective bargaining unit is not making sufficient minority and women referrals to enable the Contractor or subcontractor to attain the workforce goals for the Project.
5. The Contractor and its subcontractors shall make standing requests to all local construction unions, the state training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the project.
6. The Contractor and its subcontractors shall make standing requests to all local construction unions, the state training and employment service and other approved referral sources for additional referrals of minority and women workers until such time as the project workforce is consistent with the work hour goals for the project.
7. In the event that it is necessary to lay off some of the workers in a given trade on the construction site, the Contractor and its subcontractors shall ensure that fair layoff practices are followed regarding minority, women and other workers.
8. The Contractor and its subcontractors shall comply with the other requirements of these EEO Special Provisions.

## **VII. 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 age, race, color, creed, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. The following procedures shall be followed:

- A. The Contractor will conduct periodic inspections of project sites 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 his/her 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 his/her avenues of appeal.

### **VIII. TRAINING AND PROMOTION**

The Contractor will assist in locating, qualifying, and increasing the skills of minority group and women workers, and applicants for employment.

Consistent with the Contractor's workforce requirements and as permissible under 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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

The Contractor will periodically review the training and promotion potential of minority group and women workers and will encourage eligible employees to apply for such training and promotion.

### **IX. UNIONS**

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and women workers. 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 send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or workers' representative of the Contractor's commitments under both the law against discrimination and this contract and shall post copies of the notice in conspicuous places readily accessible to employees and applicants for employment. Further, the notice will request assurance from the union or worker's representative that such union or worker's representative will cooperate with the Contractor in complying with the Contractor's Equal Employment Opportunity and Affirmative Action obligations.
- B. The Contractor will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- C. The Contractor will use their best efforts 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 age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality.
- D. The Contractor is to obtain information as to the referral practices and policies of the labor union except to the extent that 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 NJDOT and shall set forth what efforts have been made to obtain such information.

- E. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women 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 age, race, color, creed, sex, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, or nationality making full efforts to obtain qualified and/or qualifiable minority group persons and women. (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 NJDOT.

#### **X. SUBCONTRACTING**

- A. The Contractor will use his best efforts to solicit bids from and to utilize minority group and women subcontractors or subcontractors with meaningful minority group and women representation among their employees. Contractors may use lists of minority owned and women owned construction firms as issued by the NJDOT and/or the New Jersey Unified Certification Program (NJUCP).
- B. The Contractor will use his best efforts to ensure subcontractor compliance with their Equal Employment Opportunity obligations.

#### **XI. RECORDS AND REPORTS**

- A. The Contractor will keep such records as are necessary to determine compliance with the Contractor's Equal Employment Opportunity obligations. The records kept by the Contractor will be designed to indicate:
1. The 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 to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part on unions as a source of their workforce);
  3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and women workers; and
  4. The progress and efforts being made in securing the services of minority group and women subcontractors or subcontractors with meaningful minority and women representation among their employees.
- B. All such records 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 NJDOT.
- C. The Contractor shall submit monthly reports to the NJDOT after construction begins for the duration of the project, indicating the work hours 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 a form supplied by the NJDOT.

#### **XII 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.,

N.J.S.A.10:2-1 et seq., 42 U.S.C. 2000(d) 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 will 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 investigation 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 NJDOT all other records, including, but not limited to, interview memos and statements.)
3. Upon the request of the NJDOT provides to the NJDOT 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 actions 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 complainant 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 in an investigation is a subcontractor's employee, then the Contractor is required to attempt to effectuate corrective and/or disciplinary action taken 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.
7. In conjunction with the above requirements, the Contractor herein agrees to develop and post a written sexual harassment policy for its workforce.
8. The Contractor also agrees that its failure 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.

## STATE ATTACHMENT NO. 2

### PAYROLL REQUIREMENTS FOR 100% STATE PROJECTS

1. Each contractor and subcontractor shall furnish the RE with payroll reports for each week of contract work. Such reports shall be submitted within 10 days of the date of payment covered thereby and shall contain the following information:
  - A. Each employee's full name and the last four digits of social security number of each such employee.
  - B. Each employee's specific work classification (s).
  - C. Entries indicating each employee's basis hourly wage rate(s) and, where applicable, the overtime hourly wage rate(s). Any fringe benefits paid to the employee in cash must be indicated.
  - D. Each employee's daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
  - E. Each employee's gross wage.
  - F. The itemized deductions made.
  - G. The net wages paid.
2. Each contractor or subcontractor shall furnish a statement each week to the RE with respect to the wages paid each of its employees engaged in contract work covered by the New Jersey Prevailing Wage Act during the preceding weekly payroll period. The statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractors who supervises the payment of wages. Contractors and subcontractors must use the certification set forth on New Jersey Department of Transportation Form FA-7 "Statement of Compliance," or the same certification set forth on (1) U.S. Department of Labor Form WH-348, (2) the reverse side of U. S. Department of Labor Form WH-347, or (3) any form with identical wording.
3. Contractor and subcontractor shall maintain complete social security numbers and home address for employees. Government agencies are entitled to request or review all relevant payroll information, including social security numbers and addresses of employees. Contractors and subcontractors are required to provide such information upon request.

### STATE ATTACHMENT NO. 3

#### **AMERICANS WITH DISABILITIES ACT 100% STATE FUNDED CONTRACTS**

##### Equal Opportunity For Individuals With Disabilities.

The CONTRACTOR and the STATE do hereby agree that the provisions of Title II of the American With Disabilities Act of 1990 (the "ACT") (42 U.S.C. Section 12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereunto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the STATE pursuant to this contract, the CONTRACTOR, agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the STATE in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the STATE, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the STATE'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the STATE which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the STATE or if the STATE incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The STATE shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the STATE or any of its agents, servants, and employees, the STATE shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the STATE or its representatives.

It is expressly agreed and understood that any approval by the STATE of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the STATE pursuant to this paragraph.

It is further agreed and understood that the STATE assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the STATE from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

## STATE ATTACHMENT NO. 4

### SMALL BUSINESS ENTERPRISE UTILIZATION ATTACHMENT 100% STATE-FUNDED CONTRACTS

#### I. UTILIZATION OF SMALL BUSINESS ENTERPRISE (SBE) BUSINESSES AS CONTRACTORS, MATERIAL SUPPLIERS AND EQUIPMENT LESSORS.

The New Jersey Department of Transportation 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 notification to the applicable State 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 included in all subcontract agreements in accordance with State of New Jersey requirements.

#### II. POLICY

It is the policy of the New Jersey Department of Transportation that Small Business Enterprises, as defined in N.J.A.C. 17:14-1.2 et seq., shall have the maximum opportunity to participate in the performance of contracts financed wholly with 100% state funds.

#### III. CONTRACTOR'S SMALL BUSINESS OBLIGATION

The New Jersey Department of Transportation and its Contractor agree to ensure that Small Business Enterprises (SBE), as defined in N.J.A.C. 12A: 10A-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., have maximum opportunity to participate in the performance of contracts and subcontracts financed wholly with 100% state funds. In this regard, the New Jersey Department of Transportation and all Contractors shall take all necessary and reasonable steps to ensure that Small Business Enterprises are utilized on, compete for, and perform on NJDOT construction contracts. The New Jersey Department of Transportation and its Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of State-funded contracts.

#### IV. COMPLIANCE

To signify and affirm compliance with the provisions of this attachment, the bidder shall complete the Schedule of Small Business Participation "Form CR-266S" included in the Proposal 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. SMALL BUSINESS GOALS FOR THIS PROJECT

**NOTE: SUBCONTRACTING GOALS ARE NOT APPLICABLE IF THE PRIME CONTRACTOR IS A REGISTERED SMALL BUSINESS ENTERPRISE (SBE) FIRM.**

- A. This project includes a goal of awarding 2.0 % percent of the total contract value to subcontractors qualifying as **SMALL BUSINESSES**.
- B. Only Small Business Enterprises registered prior to the date of bid, or prospective Small Business Enterprises that have submitted to the New Jersey Commerce and Economic Growth Commission on or before the day of bid, a completed "State of New Jersey Small Business Vendor Registration Form" and all the required support documentation, will be considered in determining whether the contractor has met the established goals for the project. Early submission of required documentation is encouraged.
- C. If a prospective Small Business Enterprise fails to meet the eligibility standards for participation the department's Small Business Program, the contractor shall, prior to the award, make reasonable outreach efforts to replace that ineligible subcontractor with a registered Small Business whose participation is sufficient to meet the goal for the contract.



- D. Prospective Small Businesses whose registration applications are denied or rejected by the New Jersey Commerce and Growth Commission are ineligible for participation on the project to meet Small Business goals, regardless of any pending appeal action in progress.
- E. A directory of registered Small Businesses Enterprise firms is available upon request to the New Jersey Commerce and Growth Commission or the New Jersey Department of Transportation, Division of Civil Rights/Affirmative Action. The directory is to be used as a source of information only and does not relieve the Contractor of their responsibility to seek out Small Businesses Enterprises not listed.

#### **VI. COUNTING SMALL BUSINESS ENTERPRISE PARTICIPATION**

- A. Each Small Business Enterprise (SBE) is subject to a registration procedure to ensure their SBE eligibility prior to the award of contract. In order to facilitate this process, it is advisable for the bidder to furnish the names of proposed SBEs to the Department before bid opening. Once a firm is determined to be a bona fide SBE by the New Jersey Commerce and Growth Commission, the total dollar value of the contract awarded to the SBE is counted toward the applicable goal.
- B. The Contractor may count toward its SBE goal only expenditures to SBEs that perform a commercially useful function in the work of a contract. A SBE 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 SBE is performing a commercially useful function, the Contractor shall evaluate the amount of work subcontracted, industry practice and other relevant factors.
- C. If an SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the SBE 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 a Contractor is part of a Joint Venture and one or more of the Sole Proprietorships, Partnerships, Limited Liability companies or Corporations comprising the Joint Venture is a registered SBE, the actual payments made to the Joint Venture for work performed by the SBE member, will be applied toward the goal. Payments made to the Joint Venture for work performed by a non-small business firm will not be applied toward the applicable goal.
- E. If the Contractor is a registered SBE, payments made to the Contractor for work performed by the Contractor will be applied toward the SBE goal. Payments made to the Contractor for work performed by non-SBE's will not be applied toward the goal.
- F. When a SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted towards the SBE goals only if the SBE's subcontractor is also a SBE. Work that a SBE subcontracts to a non-SBE firm does not count toward the assigned goal.

#### **VII. SUBMISSION OF CONTRACTOR'S AFFIRMATIVE ACTION PLANS**

- A. Contractors are required to submit annually on their due date, their firm's Affirmative Action Program to the Division of Civil Rights/Affirmative Action. Contractors must have an **approved** Affirmative Action Program in the Division of Civil Rights/Affirmative Action no later than seven (7) State business days after receipt of bids. No recommendations to award will be made without an approved Affirmative Action Program on file in the Division of Civil Rights/Affirmative Action.
- B. The Annual Affirmative Action Program will include, but is not limited to the following:
  - 1. The name of the company's Liaison Officer who will administer the Small Business Enterprise Program.
  - 2. An explanation of the affirmative action methods used in seeking out and considering Small Business Enterprises as subcontractors, material suppliers or equipment lessors.

3. An explanation of affirmative action methods which will be used in seeking out future Small Business Enterprises as subcontractors, material suppliers or equipment lessors 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/Affirmative Action no later than seven (7) state business days after the receipt of bids.
1. SBE FORM CR-266S Schedule of SBE Participation. The Contractor shall list all SBEs that will participate in the contract including scope of work, actual dollar amount and percent of total contract to be performed. This form should be submitted only if the goal level established for the contract has been met or exceeded;  
**Note:** If a change occurs to the Contractor's original Form A submission which was previously approved by the Division of Civil Rights/Affirmative Action, a Revised Form CR-266S must be submitted naming the replacement Small Business Enterprise subcontractors. A written explanation should be included with the submission of the revised Form CR-266S.
  2. Request for Exemption - In the event the Contractor is unable to meet the specified goal level, that Contractor must submit a written request for a partial or full exemption from the SBE goal. This request shall include the names of all SBE firms that the contractor will utilize on the contract and shall describe the specific work to be performed by each SBE together with the actual dollar amount of that work. Additionally, this request must address the Contractor's efforts to make Reasonable Outreach Efforts as enumerated in Section VIII.
  3. Additional Information - The Department in its sole discretion may request additional information from the Contractor prior to award of the contract in order to evaluate the Contractor's compliance with the SBE requirements of the bid proposal. Such information must be provided within the time limits established by the department. The Contractor shall, prior to the award of the contract, submit a completed SBE "Form CR-266S", even if it has been granted an exemption from the SBE goal.

#### VIII. REASONABLE OUTREACH EFFORTS

If a Contractor fails to meet the goal for Small Business Enterprise participation, the Contractor shall document its reasonable outreach efforts to meet the SBE goal. Reasonable outreach shall include, but not be limited to the following:

- A. Attendance at a pre-bid meeting, if any, scheduled by the Department to inform SBE's of subcontracting opportunities under a given solicitation.
- B. Advertisement in general circulation media, trade association publications, and small business enterprise-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 SBE's that their interest in the contract is solicited;
- D. Efforts made to select portions of the work proposed to be performed by SBEs in order to increase the likelihood of achieving the stated goal;
- E. Efforts made to negotiate with SBE's for specific sub-bids including at a minimum
  1. The names, addresses and telephone numbers of SBE's that were contacted;
  2. A description of the information provided to SBE's regarding the plans and specifications for portions of the work to be performed; and
  3. A statement of why additional agreements with SBE's were not reached;
- F. Information regarding each SBE the bidder contacted and rejected as unqualified and the reasons for the bidder's conclusion;
- G. Efforts made to assist the SBE in obtaining bonding or insurance required by the Bidder or the Department.

**IX. ADMINISTRATIVE RECONSIDERATION**

- A. If the Division of Civil Rights/Affirmative Action determines that the apparent successful bidder has failed to make reasonable outreach efforts to meet the requirements of this section, the Department must, before awarding the contract, provide the bidder an opportunity for administrative reconsideration.
- B. As part of this reconsideration, 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 SBE goal or make an adequate good faith effort to do so.
- C. Within seven (7) State business days of being informed by the Division of Civil Rights/Affirmative Action that it is not a responsible bidder because it has not made or documented sufficient outreach efforts to SBEs, a bidder may make a request in writing to the Director, Division of Procurement, PO Box 605, Trenton, New Jersey, 08625-0605; Telephone (609) 530-6355. The Director, Division of Procurement, does not participate in the initial determination of whether reasonable outreach was performed by the Contractor.

**X. RESPONSIBILITY 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:

- A. To notify the RE, in writing, of the type and approximate value of the Contractor intends to accomplish by such subcontract, purchase order or lease.
- B. To signify and affirm compliance with the provisions of this Section, the Contractor shall submit the Post-Award SBE Certification Form to the Regional Supervising Engineer with his application to sublet or prior to purchasing material or leasing equipment. Post Award SBE forms may be obtained from the RE.
- C. To give small business enterprise firms equal consideration with non-small business firms in negotiation for any subcontracts, purchase orders or leases.

**XI. CONSENT BY DEPARTMENT TO SUBLETTING**

- A. The Department will not approve any subcontracts proposed by the Contractor unless and until said contractor has complied with the terms of this SBE Utilization Attachment.
- B. The Contractor shall provide the RE with a listing of firms, organizations or enterprises to be used as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as SBEs.
- C. Notification of a subcontractor's termination shall be sent to the Department by the Contractor through the RE.

**XII. CONCILIATION**

In cases of alleged discrimination regarding these and all equal employment opportunity provisions and guidelines, investigations and conciliation will be undertaken by the Division of Civil Rights/Affirmative Action, New Jersey Department of Transportation.

**XIII. DOCUMENTATION**

- A. Records and Reports

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

1. The names of the small business enterprise 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 by the prime contractor on the project.
  3. The actual dollar amount of work awarded to SBE's.
  4. The progress and efforts being made in seeking out and utilizing Small Business Enterprise firms. 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 Small Business Enterprise firms on this project.
- B. The contractor shall submit reports, as required by the Department, on those contracts and other business transactions executed with Small Business Enterprise firms in such form and manner as may be prescribed by the Department.
- C. 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. SANCTIONS**

Failure of a Contractor to comply with these provisions may result in bid rejection, reduced classification, suspension, debarment, or the institution of other appropriate action by the New Jersey Department of Transportation.

## STATE ATTACHMENT NO. 5

### NOTICE OF EXECUTIVE ORDER 125 REQUIREMENT FOR POSTING OF WINNING PROPOSAL AND CONTRACT DOCUMENTS 100% STATE-FUNDED CONTRACTS

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 RFQ/RFP is subject to the requirements of Executive Order No. 125. Accordingly, the OSC will post a copy of the contract, including the RFQ/RFP, 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.